

## **2.3. Regulations on Providing and Receiving Information and Services via Telephone and Online Chat.**

### **Special Terms:**

**Authentication** means a procedure allowing the Bank to verify Customer (among them Customer authorised person) identity.

**Means of Authentication** mean tools used for remote Customer Authentication and known solely to the Customer (a Password), as well as used or owned solely by the Customer (a mobile phone number, Digipass, PrivatSecure).

**Password** means a Customer Authentication tool consisting of Arabic numerals and / or Latin letters, which is chosen and applied for at the Bank by the Customer.

**Authentication Code** means a code generated by Digipass device, PrivatSecure, SMS-words.

**Online Chat** means a system available on the Bank's Website where the Customer may submit information to the Bank, as well as receive information, consultations and services of the Bank in the real-time mode.

**SMS Banking** means a system developed by the Bank, within which the Bank provides information services to the Customer using mobile communications by means of Text Messages.

**SMS Password** – a one-time digit code sent to the Customer's mobile phone number as a text message.

**Transaction** means placing (crediting) of funds to Customer's Account and/or transfer (debiting) of funds from Customer's Account.

**Transaction Limit** means the minimum amount of a Transaction corresponding to a whole number in any currency, regarding which the Customer wishes to automatically receive information upon the Transaction is executed on their Account.

**Mobile Phone Number** means a mobile phone number specified by the Customer for receiving SMS Banking services.

**Text Message (SMS, Short Message Service)** means a way of arranging and sending information to the Mobile Phone Number.

### **2.3.1. General conditions**

2.3.1.1. Regulations on Providing and Receiving Information and Services via Telephone and Online Chat are only applicable to those Customers, who have agreed with the Bank on the use of SMS Banking and/or Password by signing an application for opening of an Account or application for receipt of a Password or SMS Banking services, as well as to those Customer's are accessible via Digipass, PrivatSecure, SMS-words as the Means of Authorisation (see Section 2.2. *Regulations on Rendering Remote Account Management Services*).

2.3.1.2. Regulations on Providing and Receiving Information and Services via Telephone and Online Chat apply in case when the Bank provides or receives information/services from the Customer via telephone/Online Chat.

2.3.1.3. The Bank and the Customer agree that the Password or Authentication Code alongside with other identity data demanded by the Bank from the Customer (name, surname, personal identity number, passport data, company name, registration number, Account number and other) are considered to be Customer's Authentication tools in the course of remote communication via telephone / Online Chat.

2.3.1.4. The Bank is entitled to record telephone conversations and Online Chat dialogues with the Customer by means of technical devices.

2.3.1.5. The Bank and the Customer agree that these records of the Bank are considered to be a sufficient proof of telephone/Online Chat communication between the Bank and the Customer and may be used as evidences in court.

### **2.3.2. Ordering and Safekeeping of Password**

2.3.2.1. The Customer is entitled to receive a Password by completing, signing and submitting to the Bank an application for opening of an Account or an application for assigning of a Password in writing or via the Remote Account Management Services .

2.3.2.2. The Customer is entitled to change their Password at any moment.

2.3.2.3. The Customer undertakes to keep their Password in secret and not to disclose it to third parties.

2.3.2.4. In case the Password has become known / available to third parties, or the Customer has suspicions, that the Password has become known / available to third parties, the Customer is obliged to immediately notify the Bank thereof and set a new Password in accordance with Clause 2.3.2.1 of these Regulations. The Customer is responsible for informing the Bank in a timely manner and for setting a new Password.

2.3.2.5. The Customer is responsible for all consequences and losses that the Customer and the Bank may incur before the new Password is set. Until the new Password is set, the Bank considers the previous Password as the Customer's Mean of Authentication.

### **2.3.3. Use of Password or Authentication Code**

2.3.3.1. When carrying out Customer's Authentication by their identification data, as well as the Password or Authentication Code, via telephone or Online Chat the Bank is entitled for the following:

2.3.3.1.1. to provide the Customer with information regarding the balances and Transactions on Customer's Accounts;

2.3.3.1.2. to provide the Customer with information about Customer's credit and deposit payments, as well as other information regarding financial services being rendered / rendered to the Customer by the Bank;

2.3.3.1.3. to block the remote Account management service and / or Means of Authentication;

2.3.3.1.4. to unblock the remote Account management service and / or Means of Authentication if they were blocked automatically in accordance with Section 2.2 (Regulations on Rendering Remote Account Management Services);

2.3.3.1.5. to enter into currency exchange transactions (see Part 5. Regulations on Currency Exchange).

2.3.3.2. In case the Customer cannot name the Password or the Authentication Code, the Bank is entitled to carry out Customer Authentication using other identity data of the Customer as well as block remote Account management services, Means of Authentication .

2.3.3.3. Without Customer Authentication the Bank is entitled for the following remote actions:

2.3.3.3.1. to provide general information about financial services of the Bank;

2.3.3.3.2. to receive Customer's proposals, objections, claims and complaints.

### **2.3.4. SMS Banking Service**

2.3.4.1. For the purpose of SMS Banking service the Bank provides information on Transactions executed on Customer's Accounts to the Mobile Phone Number specified in the application for receipt of SMS Banking service.

- 2.3.4.2. SMS Banking services are provided by sending Text Messages to the Mobile Phone Number.
- 2.3.4.3. In order to identify the Account on which a Transaction has been executed, each Text Message contains the Account number or its part. Text Messages are composed and sent in Latin letters without lengthening marks, palatalizations, etc., using transliteration, if necessary.
- 2.3.4.4. The Customer is entitled to determine individual Transaction Limits.

### **2.3.5. Customer's Responsibility and SMS Banking Related Risks**

- 2.3.5.1. The Customer should carry out all necessary measures to prevent third parties' access to and possibility of using the mobile phone with the Mobile Phone Number (SIM card) used for receiving SMS Banking service.
- 2.3.5.1. The Customer should immediately inform the Bank about placing at the disposal of a third party, loss, or theft of the mobile phone and/or, Mobile Phone Number (SIM card) used for receiving SMS Banking services. Upon receipt of such notification the Bank shall block SMS Banking services.
- 2.3.5.2. The Bank shall not verify and be responsible for Customer's registration with the mobile communications operator as the Mobile Phone Number subscriber, and for the Customer being a user of the Mobile Phone Number.
- 2.3.5.3. The Bank shall not be responsible for losses that a Customer or third parties may incur by receiving a Text Message.
- 2.3.5.4. The Bank shall not be responsible for Customer's losses that may occur:
  - 2.3.5.4.1. as the result of the activities of third parties, including mobile communications operators;
  - 2.3.5.4.2. if the content of the information sent to the Customer in a Text Message has become known to third parties;
  - 2.3.5.4.3. due to mobile communication line disturbances or failures;
  - 2.3.5.4.4. in case of non-receipt of a Text Message if the Mobile Phone Number is switched off or disconnected.
- 2.3.5.5. The Bank shall not be responsible for the quality of the services rendered by mobile service providers and losses incurred by the Customer due to damage or interference to communications and as the result of other damage or obstacles beyond the Bank's control.
- 2.3.5.6. Upon discovery of non-compliance of Customer's information in accordance with Customer's personal financial accounting or accounting data and the data received in a Text Message, the Customer shall notify the Bank of it by submitting a written application to any structural unit of the Bank.

### **2.3.6. SMS Banking Service Provision Term**

- 2.3.6.1. The Bank shall start to provide SMS Banking service, continue to provide them pursuant to the changes introduced, or terminate providing SMS Banking services starting with the next working day upon the receipt of a respective application from the Customer.
- 2.3.6.2. SMS Banking services are available to Customers 24 / 7 (except during maintenance breaks) if their mobile phones support the option of sending and receiving Text Messages.

- 2.3.6.3. A Customer may change the conditions specified in an application for receipt of SMS Banking services (a phone number, Transaction Limit, etc.) or Accounts connected to SMS Banking by submitting to the Bank an application pursuant to a special form.
- 2.3.6.4. The Bank is entitled not to provide or automatically terminate providing SMS Banking services without prior notification to a Customer in the cases provided for by the Regulations, including but not limited to:
  - 2.3.6.4.1. if the Customer has specified an incorrect Account number for SMS Banking services;
  - 2.3.6.4.2. if the Customer has specified an incorrect or non-existing Mobile Phone Number;
  - 2.3.6.4.3. if the Customer has not used SMS Banking services for more than six (6) consecutive months;
  - 2.3.6.4.4. if Customer's Account connected to SMS Banking services is closed.
- 2.3.6.5. The Bank is entitled to terminate providing SMS Banking services without prior notification thereof to the Customer if the latter does not pay Fees pursuant to Bank's Pricelist.
- 2.3.6.6. The Bank is entitled to suspend providing SMS Banking services for maintenance purposes.

### **2.3.7. SMS Banking Fees**

- 2.3.7.1 A Customer shall pay Fees for SMS Banking pursuant to Bank's Pricelist.
- 2.3.7.2. The Bank is entitled to deduct Fees from Customer's Account to which SMS Banking is connected. In case the balance of the above-mentioned Account is insufficient, the Bank is entitled to deduct the Fees from any other Account of the Customer with the Bank.