

**Part B**  
**REGULATIONS ON PROVIDING AND RECEIVING INFORMATION AND SERVICES VIA TELEPHONE AND ONLINE CHAT**

Terms used in the Regulations:

**Password** – a Customer's Identification Code, which is chosen by the Customer and consists of Arabic numerals and/ or letters of the Latin alphabet, applied for at the Bank.

**Identification Code** – a code, generated by the electronic device Digipass.

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

**SMS bank** – a system developed by the Bank, within which the Bank provides the Bank's services to the Customer, using mobile communications by means of the Text message.

**Transaction** – placing (crediting) of funds to the Customer's Account or withdrawal (debiting) of funds from the Customer's Account.

**Transaction limit** – the minimum amount of funds corresponding to a whole number in any currency, on the crediting of which to the Account or debiting of which from the Account the Customer wants to automatically receive information after the respective Transaction is performed.

**Mobile phone number** – a mobile phone number specified by the Customer for receiving the SMS bank services.

**Text message (SMS - Short Message Service)** – a way of arranging and sending information to a mobile phone.

14.1. Regulations on Providing and Receiving Information and Services via Telephone and Online Chat are applicable only to those Customers who have agreed on the use of the SMS bank and/or Password with the Bank by signing an application for opening of Account or application for receipt of Password or the SMS bank services, as well as to those Customers, to the Accounts of which the Remote account management tool Digipass is connected.

14.2. The Regulations are applicable in case the Bank provides or receives information/services from the Customer via telephone/Online Chat.

14.3. The Bank and the Customer agree that the Password or the Identification Code alongside with other data, which the Bank demands from the Customer (name, surname, personal identity number, passport data, company name, registration number, Account number and other), are considered to be the Customer's identification tools in the course of telephone communication and Online Chat.

14.4. The Bank is entitled to record telephone conversations and Online Chat dialogues with the Customer by means of technical devices. The Bank and the Customer agree that these records of the Bank are considered sufficient proof of telephone/Online Chat communication between the Bank and the Customer and may be used as evidence in court.

Application and Safekeeping of Password or Identification Code

14.5. The Customer is entitled to apply for the Password or the Identification Code by completing, signing and submitting to the Bank an application in writing for opening of Account or an application for assigning of Password. The Customer may apply for the Password by completing, signing and sending an application for assigning of Password to the Bank by means of the Remote Account Management System.

14.6. The Customer is entitled to change the Password at any moment.

14.7. The Customer undertakes to keep the Password in secret and not to divulge it to third parties.

14.8. In case the Password has come into a third party's disposal or the Customer has suspicions that the Password has come into a third party's disposal, the Customer is obliged to immediately report it to the Bank and apply for a new Password at the Bank. In this case the Customer bears responsibility for timely notification and application for a new Password. The Customer bears responsibility for all the consequences and losses, arising for the Customer and the Bank until the moment of application for a new Password. The Bank considers the previous Password to be the tools of the Customer's Identification.

#### Use of Password

14.9. Identifying the Customer by his identification data, as well as by Password via telephone or Online Chat the Bank is entitled for the following:

14.9.1. to provide the Customer with information regarding the balances and Transactions being executed on the Customer's accounts with the Bank;

14.9.2. to provide the Customer with information about the Customer's credit and deposit payments, as well as other information, related to the Customer;

14.9.3. to block the Remote Account Management Systems;

14.9.4. to unblock Account Remote Management System and means of authorization if they are automatically blocked according to clauses 18.15 and 18.16 of Section F of the Regulations of Using and Servicing Remote Account Management Systems;

14.9.5. to activate the Customer's Cards;

14.9.6. to block the Customer's Cards;

14.9.7. to change the limits related to the Customer's Card;

14.9.8. to provide the Customer with information about the validity term of the Customer's Cards.

14.10. In case the Customer cannot name the Password or the Identification Code, the Bank is entitled, identifying the Customer by means of other Customer's information, to block the Remote Account Management Systems or the Customer's Cards.

14.11. Without identifying the Customer the Bank is entitled:

14.11.1. to provide general information about the products and services of the Bank, as well as about the products and services of third parties to the Customer ;

14.11.2. to accept the proposals, objections, claims and complaints of the Customer.

#### SMS bank

14.12. For the purpose of the SMS bank the Bank provides to the Customer information on the Transactions performed in the Customer's Account to the Mobile phone number specified in the application for receipt of the SMS bank services pursuant to the conditions specified in this application.

14.13. The SMS bank services are provided by means of the Text message.

14.14. In order to identify the Account in which a transaction has been performed, each Text message contains the Account number or its part, or the number of the Card associated with the Account or its part.

14.15. The Bank prepares and sends Text messages to the Customer in the language specified in the application for receipt of the SMS bank services. The text of the Text message is composed and sent in Latin alphabet letters without lengthening marks, palatalizations, etc., using transliteration if necessary.

14.16. The Customer is entitled to determine the Transaction limit.

#### Customer's responsibility and SMS bank-related risks

14.17. The Customer shall carry out all necessary measures to prevent the access and possibility of using the mobile phone associated with the Mobile phone number, the SIM card, and Text messages by the third parties.

14.18. The Customer shall immediately inform the Bank about placing at the disposal of an authorised (third) party, loss, or theft of the mobile phone associated with the Mobile phone number and/or the SIM card. Upon receipt of such notification the Bank shall terminate the SMS bank services.

14.19. The Bank shall not check and shall not be responsible for the Customer's registration at the mobile communications operator as the Mobile phone number subscription, and for the Customer being the user of the Mobile phone number.

14.20. The Bank shall not be responsible for the losses that may be incurred by the Customer or third parties by sending the Text message in accordance with the conditions specified in the application for receipt of the SMS bank services to the respective Mobile phone number.

14.21. The Bank shall not be responsible for the Customer's losses that may occur:

14.21.1. as the result of the activities of third parties, including mobile communications operators;

14.21.2. if the content of the information sent to the Customer by means of the Text message has become known to third parties;

14.21.3. due to damage or interference to communication lines;

14.21.4. in case of non-receipt of the Text message if the Mobile phone number is switched off or disconnected.

14.22. The Bank shall not be responsible for the quality of the services rendered by service providers and for the 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.

14.23. Upon discovery of non-compliance between the Customer's information in accordance with the Customer's personal financial accounting or accounting data and the data received in the Text message, the Customer shall notify of it the Bank by submitting a written application to any structural unit of the Bank.

#### SMS bank service provision period

14.24. The Bank shall start to provide the SMS bank services, continue to provide them pursuant to the changes introduced, or terminate providing the SMS bank services starting with the next day upon receipt of a respective application from the Customer.

14.25. The SMS bank services are available to the Customers 24 hours a day (except during maintenance breaks) if the Mobile phones support the ability to send and receive Text messages.

14.26. The Customer may change the conditions specified in the application for receipt of the SMS bank services (Phone number, Transaction limit, etc.) or the Accounts connected to the SMS bank by submitting to the Bank an application on a special form.

14.27. The Bank is entitled not to provide or automatically terminate providing the SMS bank services without prior notification in the cases provided for by the Regulations, including but not limited to,

14.27.1. if the Customer has specified an incorrect Account number regarding which the receipt of the SMS bank services is applied for;

14.27.2. if the Customer has specified an incorrect or non-existent Mobile phone number;

14.27.3. if the Customer has not used the SMS bank services more than 6 (six) months in a row;

14.27.4. if the Customer's Account regarding which the receipt of the SMS bank services is applied for is closed.

14.28. The Bank is entitled to terminate providing the SMS bank services without prior notification if the Customer does not pay the Fee pursuant to the Bank's Fees.

14.29. The Bank is entitled to suspend providing the SMS bank services for maintenance purposes.

#### Fees related to SMS bank

14.30. The Customer shall pay the Fees to the Bank pursuant to the Bank's Fees for the services provided within the receipt of the SMS bank services.

14.31. The Bank is entitled to deduct the Fees from the Customer's Account to which the receipt of the SMS bank services is connected but in case there are insufficient funds in it, from any other Account of the Customer at the Bank.