

## **Public offer on providing “InfinNasiya” fixed-term payment-based an installment card online using mobile application of JSC “InFinBank”**

This Offer is developed for the purpose of concluding an agreement between Joint-Stock Company "Invest Finance Bank" (hereinafter referred to as the Bank) on the one party, and an individual recipient of an installment card through the remote banking (RB) (hereinafter referred to as the Borrower (Cardholder))

The borrowing limit is granted through the newly issued “InfinNasiya” term payment-based installment card (hereinafter referred to as the “InfinNasiya” card).

The “InfinNasiya” card is issued to residents of the Republic of Uzbekistan permanently residing in the Republic of Uzbekistan.

Upon confirmation of the public offer via Face ID, the Borrower (Cardholder) confirms his/her acceptance to the terms of the “InfinNasiya” card, i.e. accepts this Offer for the online issuance of the “InfinNasiya” card by using the “InFinBank” mobile application. This acceptance serves as the basis for the Bank to initially consider the application of the potential Borrower (Cardholder). If the Bank approves the acceptance (application) of the Borrower (Cardholder), the Bank will conduct checks of the Borrower (Cardholder) in accordance with the current procedure of the Bank. The Borrower (Cardholder) who has successfully passed the check will be granted with a debt limit in accordance with his/her Debt-to-Income indicator and the Bank will immediately send an SMS message to the phone number of the Borrower (Cardholder) and a PUSH notification to the mobile application.

Individual limits of the “InfinNasiya” card are determined individually each time the Borrower (Cardholder) is granted a debt based on the current analysis. The Borrower (Cardholder) reviews the individual terms and conditions of the “InfinNasiya” card sent by the Bank via the mobile application and confirms his/her acceptance to ones via Face ID or rejects this application.

If the “InfinNasiya” installment limit granted by the Bank is not accepted by the Borrower (Cardholder) within 60 (sixty) minutes, the application will be re-checked by the Bank. At the same time, the Bank has the right to reject the application after re-check procedures in cases where Debt-to-Income indicator increases, overdue debt arises, or new applications submitted to other banks appear.

The potential Borrower (Cardholder) upon confirmation of the terms of the Offer realizes that the Bank's scoring model, by means of which the creditworthiness and other data of the Borrower (Cardholder) are assessed, is a trade secret and is considered confidential.

In the process of assessing the creditworthiness of the potential Borrower (Cardholder) using the Bank's scoring model, the Bank has the right to use any information about the potential Borrower (Cardholder) that is freely/openly available, as well as information received from external sources.

The potential Borrower (Cardholder) fully recognizes and accepts that the Bank has the right, without specifying reasons, to refuse to grant the “InfinNasiya” card limit to him/her in the following cases:

- If all relevant stages of analysis are not successfully completed based on information provided by the Borrower (Cardholder) or received from official sources;



- If the potential Borrower (Cardholder) does not score sufficiently on the scoring assessment;
- Unsatisfactory credit history;
- In case of overdue debts on current liabilities;
- Non-compliance with regulatory requirements in terms of Debt-to-Income indicator.

The potential Borrower (Cardholder) undertakes not to make any claims to the Bank regarding the refusal of granting a debt.

The Borrower (Cardholder) hereby agrees that the Bank may make changes and additions to this Offer, with prior notice to the Borrower (Cardholder) by posting the relevant information on the Bank's official website at least 10 (ten) calendar days in advance.

If the Bank cancels this Offer, the Bank shall notify thereof on the Bank's official website- [www.infinbank.com](http://www.infinbank.com).

This Offer shall be considered canceled after 10 (ten) days have passed from the date of posting the Notice of Cancellation of this Offer on the Bank's official website.

Applications submitted prior to the Offer cancellation date will be valid for up to 20 days on the terms and conditions provided for in this Offer.

This Offer contains the following essential terms of the agreement:

The Offer on the providing of the “InfinNasiya” card online using mobile application “InFinBank” is concluded in accordance with Article 367 and Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan and comes into force from the moment the individual performs the actions provided for in this Offer and implies the unconditional acceptance by the individual of all the terms of this Offer without any exceptions and restrictions to the terms of this Offer set forth below, that is, after familiarizing him/herself with the Offer and clicking the “confirm” button.

## 1. TERMS AND DEFINITIONS

In relation to this Offer, the following terms and definitions are used with the following meanings:

**“InFinBank” mobile application** – is a banking application that allows you to carry out banking transactions remotely online, control and manage your personal account, and dispose of funds available on accounts and cards anywhere without using cash.

**Automatic debit** – is the process of automatically withdrawing funds from all cards of the Borrower (Cardholder) in order to repay the outstanding debt. The automatic debit process is carried out several times a day at intervals specified by the Bank. In the event that there are insufficient funds to repay the overdue payments (debt), the card account/account is required to be replenished with sufficient funds.

**Automatic debit card** – all types of bank cards and accounts opened with JSC "InFinBank" and other banks of the Borrower (Cardholder) from which funds are automatically withdrawn for the purpose of repaying the debt.

**Bank** – JSC "InFinBank", Operations Department, Branches, as well as Banking Service Centers.



**Limit** – The maximum amount of renewable debt provided by the Bank for use by the Borrower (Cardholder).

**Merchant** – a business entity that is a partner of the Bank and carries out trading activities listed on the Bank's official website and mobile application.

**Monthly payment** – a payment including principal and commission for the funds used in the current and previous months according to the payment schedule to the Borrower (Cardholder) on the first day of each month.

**Insurer** – a legal entity that has a license to carry out the relevant type of insurance and has accepted the obligation to pay the insurance premium (insurance amount) in accordance with the insurance contract in case of non-repayment of the debt.

**Technical overdraft (debt in excess of the debt limit)** – the amount of the debt limit exceeded by the Borrower (Cardholder) when the amount of payment for goods/services is submitted in the form of a request.

**Personal data of the Borrower (Cardholder)** – information recorded on electronic, paper and (or) other material media that relates to the Borrower (Cardholder) or allows him to be identified.

**Processing of personal data of the Borrower (Cardholder)** – carrying out one or a number of measures to collect, systematize, store, change, supplement, use, provide, distribute, transfer, depersonalize and destroy personal data of the Borrower (Cardholder).

**Borrower (Cardholder)** – individuals who are residents of the Republic of Uzbekistan permanently residing in the Republic of Uzbekistan and operate income.

**Debt security** – Insurance against the risk of non-repayment of the debt.

**Identity document** – biometric passport of a citizen of the Republic of Uzbekistan, identification ID-card of a citizen of the Republic of Uzbekistan, personal certificates or military tickets of military personnel issued by the command of military units and military institutions of the Republic of Uzbekistan (except for military tickets of citizens subject to military service), residence certificate/ID-card of a foreign citizen in the Republic of Uzbekistan, residence certificate/ID-card of stateless persons in the Republic of Uzbekistan.

**Remote banking services (RBS)** – a complex of services of the Bank provided on the basis of electronic applications transmitted remotely by the Borrower (Cardholder) using telecommunications systems.

**PUSH notification** – an informative message sent by the Bank to the Borrower (Cardholder) through the “InFinBank” mobile application.

**SMS message** – a banking service provided to the Borrower (Cardholder) that allows the Borrower (Cardholder) to receive a message in the form of SMS from the Bank to his mobile phone number.

## **2. SUBJECT OF THE AGREEMENT**

2.1. This Offer governs the mutual relations between the Parties related to the provision of the “InfinNasiya” card by the Bank to the Borrower (Cardholder).



2.2. The debt limit under this Offer is determined on the individual basis.

2.3. The maximum debt amount granted to the Borrower (Cardholder) is 100,000,000.00 (One hundred million) soum 00 tiyin.

2.4. A commission is charged on the debt in the amount of one third of the amount received. The commission is calculated separately for each amount used to purchase goods by using the “InfinNasiya” card.

Debt funds are available for the purchase of goods. The amount of each payment should not be less than 10,000 (Ten thousand) soums.

2.5. It is prohibited to use the “InfinNasiya” card for transactions such as card-to-card transfers, cash withdrawals from ATMs and cash desks, foreign-exchanges (FX) via mobile applications, replenishing electronic wallets via mobile applications, replenishing savings accounts via mobile applications, transferring funds via VISA direct service via mobile applications, repaying loans via mobile applications, and making payments by requisites.

2.6. Each amount spent on the “InfinNasiya” card, together with the commission assigned to it, will be returned to the Bank in equal 12 (twelve) monthly installments. All expenses incurred separately in the current month will be summed up by month and a single amount for payment will be determined.

2.7. The monthly payment is made to the Borrower (Cardholder) on the 1st day of the month and the option of voluntary payment is given until the 5th day of the month. The amount of payment that has not been redeemed by the 5th day of the month is considered overdue.

2.8. The “InfinNasiya” card limit availability period is 48 (Eighty-four) months.

2.9. Debt security is an insurance against the risk of non-repayment debt.

2.10. The “InfinNasiya” card is issued by opening a new card. When receiving the card, the Borrower (Cardholder) must present an original copy of his/her identity document.

2.11. The “InfinNasiya” card expiration date is indicated on the front of the card. The Bank issues the Borrower (Cardholder) an installment card with a validity period of 62 (Sixty-two) months.

2.12. The Borrower (Cardholder) can use the “InfinNasiya” card to perform the following types of transactions offered by the Bank under this Offer:

- making payments for making payments for the purchase of goods from merchants included in the list of bank partners;

2.13. All payments under this Offer shall be made in Uzbek soums.

2.14. The card is activated after the Borrower (Cardholder) receives the “InfinNasiya” card by visiting the Bank or via courier service.

### 3. GENERAL PROVISIONS

3.1. The Bank provides the Borrower (Cardholder) with a renewable limit by issuing the “InfinNasiya” card with a renewable limit, subject to the principles of restitution, repayment, security and maturity.

3.2. The use of the renewable limit is allowed during the first 48 (forty-eight) months. The monthly payments and the amount of commission added to them are divided into 12 months and paid monthly. The last tranche will be paid in 11 equal installments over 11 months, starting from the 49th month, and the debt will be fully repaid.

3.3. Payments for repayment of the debt on the “InfinNasiya” card shall be made in the following order from the date of conclusion of this Offer:

- The monthly payment shall be due on the 1st of each month. From the 1st to the 5th of each month, voluntary repayment shall be possible. If the Borrower (Cardholder) does not make a voluntary payment on the 1st-5th of the month, the amount shall be automatically debited on the 5th. If there are no funds in the Borrower’s (Cardholder’s) accounts, this payment shall be considered overdue and shall be transferred to the relevant accounts, and from this day on, automatic debits shall be made several times a day until it is fully repaid. If the overdue debt is not closed, the “InfinNasiya” card shall be blocked on the 5th of the following month;
- If the monthly payment is delayed for 90 (ninety) calendar days or more, the “InfinNasiya” card will be blocked for the full term, that is, until the end of the “InfinNasiya” card term, and it will be possible to replenish the card only to repay the debt.

3.4. The Borrower (Cardholder) realizes and agrees that:

- to the Insurer who has paid the insurance compensation to the Bank for the debt, the right of claim that the Bank has against the Borrower (Card Holder) responsible for losses compensated as a result of insurance is transferred, within the amount paid, to the Insurer;
- the Bank is obliged to transfer to the Insurer all documents and evidence and provide it with all the information necessary for the Insurer to exercise the right of claim transferred to it.

3.5. In case of refusal of payment for payments made through the “InfinNasiya” card, the funds returned to the card will be reflected in the process of replenishing the card.

3.6. The Borrower (Cardholder) agrees that the Bank has the right to receive information on the credit history of the Borrower (Cardholder) stored in credit bureaus for the purpose of concluding and executing this Offer, as well as to provide credit bureaus with information related to the fulfillment of obligations to repay the debt by the Borrower (Cardholder) in the manner prescribed by the current legislation on the exchange of credit information.

3.7. The Borrower (Cardholder) hereby confirms that, until the Bank is notified of a change in the mobile phone number, an SMS message sent by the Borrower (Cardholder) to the mobile phone number provided to the Bank is considered to have been sent directly to the Borrower (Cardholder).



The date of receipt of SMS messages by the Borrower (Cardholder) is the date of sending the SMS message to the mobile phone number by the Bank.

The Bank is not responsible for failure to deliver SMS messages due to the fault of the mobile operator or when the Borrower (Cardholder) is outside the network coverage area, his/her phone is turned off, malfunctions, and similar circumstances. In this case, the SMS message is considered to be received by the Borrower (Cardholder) on the date of sending by the Bank.

The Borrower (Cardholder) confirms that the SMS message sent to the mobile phone number is considered to be sent directly to the Borrower (Cardholder).

#### **4. PARTIES RIGHTS AND OBLIGATIONS**

##### **4.1. The Bank assumes the following obligations:**

4.1.1. In case of successful completion of all relevant stages of analysis of the Borrower's (Cardholder's) creditworthiness, within 1 (one) business day from the date of conclusion of this Offer, a debt limit is granted on the "InfinNasiya" card in the amount determined from the special debt terms and conditions.

4.1.2. Opening respective accounts for funds on the "InfinNasiya" card and delivering the card .

##### **4.2. The Bank has the following rights:**

4.2.1. Studying the financial situation of the Borrower (Cardholder) during the validity period of this Offer and monitoring the fulfillment of the obligations undertaken by the Borrower (Cardholder);

4.2.2. Foreclosure of other property of the Borrower (Cardholder);

4.2.3. The Bank has the right to cancel this Offer in the court procedure and to require the Borrower (Cardholder) to pay off his debt before the due date in the following cases:

a) in case the Borrower (Cardholder) violates the monthly payment deadline two or more times or fails to fulfill other obligations stipulated in this Offer;

b) in the event of a significant deterioration in the financial and property situation of the Borrower (Cardholder) during the validity period of this Offer;

c) in the event that the Borrower (Cardholder) provides unreliable or incomplete information to the Bank in order to obtain the "InfinNasiya" card on issues that are important for making a decision on granting a debt;

d) in other cases, provided for by this Offer and the current legislation of the Republic of Uzbekistan;

4.2.4. If the Borrower (Cardholder) or his transaction is subject to sanctions or there is a risk of falling under sanctions, the Bank may request additional information in order to study the transaction, limit the amount of the transaction, limit (reject) the transaction. If the transaction being carried out does not correspond to the profile of the Borrower (Cardholder) in the questionnaire, the Bank has the right to refuse to carry out the transaction and terminate this agreement unilaterally.





4.2.5. Writing off funds without acceptance and indisputably from all accounts of the Borrower (Cardholder) in all banks, as well as those accounted for on the card account (s), which are necessary for the Bank to satisfy its requirements under this Offer, and the Borrower (Cardholder) hereby grants the Bank the right write-off and will not have any claims in the future. In this regard, the Borrower (Cardholder) gives his consent, instructs and authorizes the Bank to carry out auto repayment from all accounts and from bank cards of the Borrower (Cardholder) opened in any banks of the Republic of Uzbekistan for amounts due to the Bank. The Automatic debit service is activated by the Bank from the moment the Borrower (Cardholder) receives debt funds, while the Borrower (Cardholder) agrees and confirms the voluntary receipt of the automatic debit service from the Bank.

### **4.3. The Borrower (Cardholder) assumes the following obligations:**

4.3.1. The “InfinNasiya” card, as well as its commissions, can be returned within the terms specified in this Offer using the following methods::

- card to card funds transfer;
- ensure the availability of the required amount of funds on the card;
- depositing cash through the Bank's cash desks.

4.3.2. Payment of commissions to the Bank for utilizing the “InfinNasiya” card in the limit specified in this Offer;

4.3.3. At the Bank's request, if necessary, provide the Bank with any documents confirming the financial and property status of the Borrower (Cardholder) within 3 business days from the date of receipt of the Bank's request. All changes made to the documents are valid for the Bank from the moment they are submitted to the Bank;

4.3.4. In case of a change in full name, place of residence, place of work, telephone numbers, inform the Bank in writing or through electronic information systems about these changes within 1 (one) business day from the date of such changes;

4.3.5. To promptly notify the Bank in writing of the initiation of bankruptcy proceedings against the Borrower (Cardholder), and to assume the risk of all negative consequences arising from failure to notify the Bank/untimely notification.

4.3.6. Regularly (at least once every 2 calendar days) independently or through authorized persons, access the relevant sections of the Bank's website and/or the "InFinBank" mobile application in order to receive timely information about changes and/or additions to this Offer. Failure of the Borrower (Cardholder) to become familiar with the changes and/or additions to this offer in a timely manner shall not be a reason for the Bank not to apply them.

### **4.4. Rights of the Borrower (Cardholder):**

4.4.1. Repay the debt on the “InfinNasiya” card in full or in partial ahead of schedule payment;



4.4.2. The Borrower (Cardholder) has the right to refuse to receive a debt free of charge after concluding this Offer and before the Borrower (Cardholder) receives a debt under this Offer, as well as to repay the debt early at any time without paying any fines.

## **5. RESPONSIBILITY OF THE PARTIES**

5.1. The Borrower (Cardholder) is responsible to the Bank with all his property for the timeliness and completeness of repayment of the debt and commissions on it, as well as reimbursement of legal costs for debt collection and other losses of the Bank caused by non-fulfillment or improper fulfillment of obligations by the Borrower (Cardholder).

5.2. The Borrower's (Cardholder's) liability for payments related to the repayment of the debt and commission arises upon the issuance of the "InfinNasiya" card.

5.3. In case of failure to provide or untimely provision of the "InfinNasiya" card due to the fault of the Bank, the Bank pays the Borrower (Cardholder) a fine in the amount of 50% of the base calculation value.

5.4. The Bank shall not be liable for the consequences of failure to receive timely notification of changes in information and contact information provided by the Borrower (Cardholder).

## **6. CONFIDENCE**

6.1. The Bank will not disclose to third parties the personal and income data of the Borrower (Cardholder), information about his credit history, information about card transactions, as well as all other information about the Borrower (Cardholder) that became known to the Bank during the lending process and will be kept and guaranteed confidentiality.

6.2. Information about the Borrower (Cardholder) on transactions performed by him using the "InfinNasiya" card may be submitted to law enforcement agencies, the court, bailiffs, Credit Bureaus, as well as other competent authorities exclusively in cases and in the manner provided for by the current legislation of the Republic of Uzbekistan.

## **7. CONFLICT RESOLUTION**

7.1. All disputes arising in the process of execution by the parties of this Offer will be preliminary considered by the parties in order to develop a mutually acceptable solution.

7.2. All disputes that may arise under this Offer and in connection with it shall be resolved, at the discretion of the Bank:

- either in the court at the location of the Bank (if the loan is issued by a branch of the Bank, Operational Department, banking services center, respectively, the branch of the Bank, Operational Department, banking services center);
- or in the arbitration court under the SSP of the Republic of Uzbekistan or the Tashkent city department of the SSP of the Republic of Uzbekistan.

7.3. In the event that the Borrower (Cardholder) becomes insolvent and the current debt is covered by the Insurer, the right to recover the debt is exercised by the Insurer in the recourse procedure.



8.1. The parties are released from liability for partial or complete failure to fulfill obligations under this Offer if this failure or partial failure were a consequence of force majeure circumstances (force majeure) that arose after the conclusion of the Offer, which the party could not prevent by available measures.

8.2. Force majeure circumstances will be considered force majeure if they are confirmed in the prescribed manner by authorized bodies.

8.3. If these circumstances continue for more than three months, either Party may terminate the Agreement. In this case, the Offer is terminated in the unfulfilled part, and the Parties make final payments for the fulfilled and unfulfilled parts.

## **9. CONTRACT DURATION**

9.1. The Offer comes into force from the moment of its acceptance by the Borrower (Cardholder).

9.2. The Offer is valid for the period of validity of the “InfinNasiya” card and is terminated after the payments are fully repaid.

## **10. FINAL RULES**

10.1. Conditions not specified in this Offer are regulated in accordance with the current legislation of the Republic of Uzbekistan.

10.2. In accordance with the requirements of the legislation on personal data, the Borrower (Cardholder) provides the Bank with unlimited consent to the processing and use by the Bank of any personal data of the Borrower (Cardholder) for the Bank to conduct its activities, for the Bank to fulfill the terms of this Offer, as well as for other purposes that do not contradict legislation of the Republic of Uzbekistan. The Borrower (Cardholder) hereby also consents to the transfer by the Bank of his personal data to third parties for the purpose of executing this agreement.

10.3. The Borrower (Cardholder) agrees to receive from the Bank reminders regarding the fulfillment of the terms of this Offer, advertising materials related to the promotion of Bank services, using all means of communication, including, but not limited to, postal mail, SMS messages, voice messages, e-mail messages, etc., by establishing direct contact.

10.4. Notifications and claims under this Offer may be delivered to the Borrower (Cardholder) in person, through postal or electronic means and other communication channels.

10.5. Any confirmations made by the Borrower (Cardholder) through remote communication channels have the same legal value as a written signature on a printed document.

10.6. If the Borrower (Cardholder) fails to pay the debt and its commissions on time, information will be formed in the Borrower's (Cardholder's) credit history about the failure to fulfill obligations on time, which in turn may lead to a decrease in the Borrower's (Cardholder's) ability to obtain debts (or loans) from banks and microfinance organizations in the future.