

**APPROVED**

by the order of the JSC "BSB Bank"  
Chairman of the Board V.A. Kazbanov  
# 276-OD of March 18, 2013

**“MOBILE BANKING” FOR iPhone / Android SERVICE AGREEMENT  
TERMS OF THE PUBLIC OFFER**

Joint Stock Company "Belarusian-Swiss Bank "BSB Bank" (hereinafter - the Bank), on the one hand, and the individual - the holder of a personal bank payment card of JSC "BSB Bank" (hereinafter - the Customer), on the other hand, have concluded the Agreement as follows:

**ARTICLE 1. TERMS AND DEFINITIONS**

For the purposes of this Agreement the following terms and definitions have the following meanings:

owner of the account - an individual who has entered into the Agreement on transactions with bank payment cards with the Bank;

card holder - an individual using the card according to the Agreement on transactions with bank payment cards (the owner of an account - the holder of the main card) or a power of attorney (application) issued by the owner of an account (the holder of an additional card);

Agreement on transactions with bank payment cards - an agreement concluded between the Bank and the owner of the account, providing Customer's use of a personal debit card or a personal credit card for transactions on the account;

card – a personal bank payment card issued by the Bank to the Customer based on the Agreement on transactions with bank payment cards (main card) or the power of attorney (application) issued by the owner of an account (additional card);

account - an account with the Bank, which reflects transactions made by the Customer with the use of the card;

Regulations for provision of service - Regulations of the “Mobile Banking” for iPhone/Android Service for JSC “BSB Bank” Personal Payment Cards Holders, approved by the Bank and applicable at the time of the relevant transaction (service);

Fees for transactions and services - Fees for transactions and services, approved by the Bank and applicable at the time of the relevant transaction (service).

**ARTICLE 2. SUBJECT OF THE AGREEMENT**

1. Under this Agreement the Bank shall provide the services for the Customer according to the Agreement on transactions with bank payment cards, provide information and other services via Internet using the BSB Bank application, downloadable from [itunes.apple.com/](https://itunes.apple.com/) [play.google.com](https://play.google.com/).

2. Within the scope of the Service the Bank provides an opportunity for the Customer to receive information on the status of the account, carry out transactions on the account, as well as use other services of the Bank with the use of the card details. The specific list of transactions, services and functions offered by the Bank to the Customer as part of the Service, is determined by the Bank itself.

3. The Bank does not provide Internet access and data transmission services for the Customer, the Customer uses such services and pays for them in a manner and on terms

determined by the Internet operator, which provides Internet access and data transmission services for the Customer.

### **ARTICLE 3. CONCLUSION OF THE AGREEMENT**

1. Based on the fact that this document, which is available online at the address: [www.bsb.by](http://www.bsb.by) (hereinafter - the site of the Service), is a public offer (proposal of the Bank to enter into the agreement), the "Mobile Banking" for iPhone/Android Service Agreement between the Bank and the Customer shall be considered as concluded at the time of acceptance of the Bank's offer by the Customer.

The Bank and the Customer agree that the acceptance of the offer (the Customer's consent to conclude the agreement) is the fact of receipt by the Customer of his/her identifications: "User" and "Password" via control channel, which allow the Customer to log in the "Mobile Banking" menu of the BSB Bank for iPhone/Android application and the first logging in into this menu or signing the Application of acceptance of the offer to conclude the "Mobile Banking" for iPhone/Android Service Agreement (Appendix 1) in the office of JSC "BSB Bank"

2. Activation of the Service is made from the BSB Bank for iPhone/Android application or from the Bank's website [www.bsb.by](http://www.bsb.by) in the manner specified by the Regulations for provision of service.

### **ARTICLE 4. SERVICE TERMS AND PROCEDURES**

1. The Service terms and procedures are defined by this Agreement, the Regulations for provision of service, that are an integral part of this Agreement, the Agreement on transactions with bank payment cards, the Fees for transactions and services.

3. The procedure and terms of reflecting the transactions, made by the Customer with the use of the Service, in the account are defined by the Regulations for provision of service.

4. The Bank has the right to unilaterally change the Service terms and procedures at its own discretion with the obligatory (unless otherwise provided in this Agreement or the Regulations for provision of service) prior notification of the Customer by placing the appropriate information on the website of the Service, including:

- to make changes and additions to the Regulations for provision of service;
- to make changes and additions to the Fees for transactions and services;
- to change the amount, procedure and terms of payment of remuneration to the Bank and other payments of the Customer related to the provision of the Service;
- to make changes and additions to this Agreement to harmonize it with the legislation of the Republic of Belarus.

### **ARTICLE 5. OBLIGATIONS OF THE PARTIES**

#### **1. The Bank shall be obliged to:**

- 1.1. properly and timely provide the Service for the Customer in accordance with this Agreement and the Regulations for provision of service;
- 1.2. keep confidentiality with regard to the Customer's settings;
- 1.3. use a certificate to establish a secure connection between the BSB Bank for iPhone/Android application and the Bank's servers, promptly renew the certificate;

1.4. provide the Customer with electronic copies of checks in the form of information, confirming transactions made with the use of the Service, displayed on the screen of the equipment, which the Customer uses for the BSB Bank for iPhone/Android application;

1.5. notify the Customer about changes in the Service terms and procedures;

1.6. perform other duties stipulated by the legislation of the Republic of Belarus, this Agreement, the Regulations for provision of service and the Agreement on transactions with bank payment cards.

## **2. The Customer shall be obliged to:**

2.1. fulfill the requirements of this Agreement, the Regulations for provision of service, the Agreement on transactions with bank payment cards and the Fees for transactions and services;

2.2. have Internet access equipment and software for use of the Service, required in accordance with the Regulations for provision of service;

2.3. ensure safety and privacy of settings and other information, required for the Service access and transactions made with the use of the Service, and not disclose such confidential information to others;

2.4. take the necessary security measures when using the Service, not grant others access to the use of the Service, provided by the Bank for the Customer under this Agreement;

2.5. check on the website of the Service for available information on changes and (or) amendments to this Agreement, the Regulations for provision of service, the Fees for transactions and services, in case of presence of such information - to scrutinize the new Service terms and procedures;

2.6. make available in the account the funds necessary to carry out transactions using the Service, payment for Service and other payments provided for in this Agreement, the Regulations for provision of service, the Agreement on transactions with bank payment cards and the Fees for transactions and services;

2.7. not take any action to obtain any information on the Bank's network structure, as well as to gain unauthorized access to network resources of the Service (port scanning, password brute-force, interception and decoding of network packets, etc.);

2.8. perform other obligations stipulated by the legislation of the Republic of Belarus, this Agreement, the Regulations for provision of service and the Agreement on transactions with bank payment cards.

## **ARTICLE 6. RIGHTS OF THE PARTIES**

### **1. The Bank shall be entitled to:**

1.1. change the Service terms and procedures in the order prescribed by this Agreement;

1.2. change at any time and at its own discretion the list of transactions, services and functions provided in the scope of the Service, and the procedure of their performance;

1.3. debit from the account amounts of transactions, made by the Customer with the use of the Service, and other amounts provided for in this Agreement, the Regulations for provision of service, the Agreement on transactions with bank payment cards and the Fees for transactions and services;

1.4. suspend the provision of the Service without notification of the Customer, if:  
the Customer violates the terms of this Agreement, the Regulations for provision of service - for the period up to elimination of the violations by the Customer;

there are circumstances that give reason to believe, that the Service is not used by the Customer, - for the period up to clarification of such circumstances;

it is necessary to replace, repair, maintain, etc. the equipment and (or) software used by the Bank for the provision of the Service;

1.5. unilaterally terminate this Agreement by closing access to the Service, if:

the Customer violates the terms of this Agreement, the Regulations for provision of service;

all agreements on transactions with bank payment cards, according to which the cards issued to the Customer are registered in the BSB Bank for iPhone/ Android application, are terminated;

the rights of the Customer - additional card holder to use all additional cards, registered in BSB Bank for iPhone/Android application, are terminated;

it is decided to terminate the activities of the Bank for provision of the Service;

in other cases stipulated by the legislation of the Republic of Belarus;

1.6. other rights under the legislation of the Republic of Belarus, this Agreement, the Regulations for provision of service, the Agreement on transactions with bank payment cards.

## **2. The Customer shall be entitled to:**

2.1. control access to the Service, make transactions on the account with the use of the Service and use other services of the Bank in accordance with this Agreement and the Regulations for provision of service;

2.2. other rights under the legislation of the Republic of Belarus, this Agreement, the Regulations for provision of service and the Agreement on transactions with bank payment cards.

## **ARTICLE 7. LIABILITY OF THE PARTIES**

1. The Bank and the Customer shall take responsibility for breach of the obligations under this Agreement in accordance with the legislation of the Republic of Belarus.

2. The Bank shall take responsibility for full or partial non-performance or improper performance of its obligations in accordance with the Agreement on transactions with bank payment cards.

3. The Customer shall take responsibility for:

all transactions made with the use of the Service and related to control of access to the Service, made with the use of the identifications: "User" and "Password" and other confidential information of the Customer, necessary to access the Service and make transactions with the use of the Service;

keeping security and confidentiality of settings and other information necessary for Service access and transactions made with the use of the Service, as well as for losses that may occur as a result of non-compliance with the requirements to ensure the security and confidentiality of such information;

unauthorized access of other persons to the use of the Service provided by the Bank to the Customer under this Agreement as a result of willful misconduct or negligence of the Customer and for all the consequences resulting from such unauthorized access.

## **ARTICLE 8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

1. Recognizing the fact that the Bank does not provide for Internet access and data transmission services, the Customer agrees that the Bank is not responsible for poor quality provision of the Service for the Customer for the reasons related to the violation of Internet performance.

2. The Bank as well is not responsible for:

the quality of the equipment and (or) software used by the Customer to access the Internet;

theft, damage or loss of the Customer's confidential information as a result of malware on the equipment that the Customer uses to access the Internet, and for the consequences caused by this;

the quality of services provided by Internet operators.

## **ARTICLE 9. CORRESPONDENCE AND RELATIONSHIP OF THE PARTIES**

1. Unless otherwise provided in this Agreement, and (or) the Regulations for provision of service, all legal notices, claims, demands, etc. under this Agreement shall be transmitted to the other party. The date of receipt by regular mail is the fifth business day following the date of dispatch, which is determined by the postmark of communications enterprise.

2. All other matters not covered by this Agreement and the Regulations for provision of service shall be governed by the legislation of the Republic of Belarus and the Agreement on transactions with bank payment cards.

3. Any dispute, controversy or claim arising out of this Agreement or in connection with it, including its performance, breach, termination or invalidity, shall be resolved in the court at the location of the Bank and in compliance with the mandatory pre-trial order of dispute resolution (term for response to the claim - 5 working days).

## **ARTICLE 10. TERM OF THE AGREEMENT**

1. This Agreement shall be deemed concluded at the moment when the Customer opens the access to the Services (Article 3 of this Agreement) and stays in force for an unlimited period of time.

2. This Agreement shall be deemed terminated from the moment when access to the Service is closed in the cases provided for in subparagraph 1.5 of paragraph 1 and subparagraph 2.2 of paragraph 2 of Article 6 of this Agreement.

## **ARTICLE 11. FINAL PROVISIONS**

By entering into this Agreement, the Customer confirms that before the opening of access to the Service, he/she has studied Service terms and procedures as defined by this Agreement, the Regulations for provision of service and the Fees for transactions and services, agrees with them and recognizes them as binding.

### **JSC "BSB Bank"**

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