

This App is provided by Kapital Bank OJSC (“Bank”). This End User License Agreement ("EULA") is an agreement between you and Bank and applies to your use of this App and related technology made available by Bank.

This App enables you and anybody that you share your device with and permit to use this App (collectively 'Users') to provide information verifying Users' identity to Bank to support the provision of financial services and products to Users or to a business that Users are associated with (the 'Customer').

Separate terms and conditions apply to the Bank's provision of online banking services to the Customer ("Online Banking Terms and Conditions") and the terms and conditions that apply to any account or service the Customer holds with the Bank ("Product Terms"), and the terms of this EULA supplement and form part of the terms governing Users' use of online banking services ("User Terms"). In addition to complying with the terms of this EULA Users must also ensure that you comply with the User Terms and (to the extent applicable to Users) the Online Banking Terms and Conditions and Product Terms. If any of the User Terms, or applicable Product Terms or Online Banking Terms and Conditions conflict with any terms and conditions in this EULA, the User Terms, and applicable Product Terms and/or Online Banking Terms and Conditions will apply.

Users may view the current version of the EULA within the App at any time via the Information option. Bank grants you a non-exclusive licence to use the App on a mobile device that you own, control or use, subject to this EULA and any Usage Rules set out in the Terms of Service of the supplying App marketplace. This licence will start when you have downloaded the App and use it for the first time and will continue until ended as set out in clause 11.

Before using this App, Users should read this EULA carefully.

1. Bank only, and no other party (including any mobile telephone network provider or any intermediary (an "App Provider") making the App available for download) is responsible for the App and its content, and none of the Bank or any App Provider is under any responsibility or obligation to you in relation to the App and will not provide any maintenance and support services for the App.
2. The services available through the App are provided by the Bank. By making this App available, Bank is not offering Users any banking services and the User Terms and applicable Online Banking Terms and Conditions will continue to apply to Users' use of any online banking services of the Bank.
3. Data charges (including roaming charges) from your mobile service provider may apply. You are responsible for these charges.
4. You must not use this App on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes

devices that are "jail-broken" or "rooted". The security software within this App may detect whether your device has been jail-broken or rooted, and if Bank continues to make this App available to you regardless of such detection then it shall not constitute a waiver of Bank's rights or remedies, nor of your obligations, under this or any other clause. For the purposes of this EULA, a jail-broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval.

## 5. No Guarantees

5.1. This App is provided "as is" with no representation, warranty, guarantee or agreement of any kind as to its functionality, quality or fitness for purpose. Bank cannot guarantee that access to the App will be uninterrupted or that there will be no delays or failures.

5.2. Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device when using the App. You are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

5.3. Bank is not responsible for any third party software that may be used in connection with the App.

## 6. Links to Third Party Sites or Content

6.1. By providing hyperlinks within the App, Bank does not endorse and is not responsible for any linked websites. Bank recommends that Users view the linked website's terms, privacy and cookie policy pages to understand how use of that website may affect them. Bank is not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third party websites or pages linked to the App.

## 7. Intellectual Property rights

7.1. "Kapital Bank" is a trademark of the Bank and all rights in and to the "Kapital Bank" trademark and all associated marks vest in Kapital Bank OJSC. Users may not use or reproduce the Bank's trademark, logo or brand name.

7.2. Any claims from Users or a third party relating to the App or its possession or use, including alleged breaches of a third party's intellectual property rights, product liability claims and compliance with legal or regulatory requirements and consumer protection claims, should be directed to Bank.

7.3. Copyright in the pages, screens, information, and all material in their arrangement, included in the App is owned by or licensed to Bank.

7.4. Users must not:

- (i) Copy or reproduce all or any part of the App,
- (ii) Alter, modify or adapt all or any part of the App,
- (iii) Remove or tamper with any copyright notice attached to or contained within the App (all ownership in the remains with Bank), or
- (iv) Carry out reverse engineering of the App.

## 8. Responsibilities

8.1. Users may not use the App for any purpose which is unlawful, abusive, libelous, obscene or threatening.

8.2. You agree to install any security updates and/or application patches for this App and your device as they become available.

8.3. Each User is responsible for all claims, damages and costs arising from:

- (i) That User's use of the App;
- (ii) Bank's reliance on information that User has provided; and
- (iii) Any breach by that User of this EULA, or of any intellectual property or other right of any person or entity.

## 9. Miscellaneous

9.1. Bank may occasionally allow Users extra time to comply with their obligations or decide not to exercise some of its rights. However, Bank can still insist on the strict application of this EULA later on.

9.2. All notices to Bank, questions or complaints must be addressed to and sent in writing to the Bank.

9.3. Bank may transfer all or any of its rights under this EULA to any other party. Users may not transfer their rights or obligations under this EULA to anyone else.

9.4. If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, the remainder of this EULA will continue in full force and effect.

9.6. If any part of this EULA becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining EULA terms.

9.7. Nothing in this EULA will reduce Users' statutory rights.

## 10. Variation

10.1. Bank may change the terms of this EULA at any time (and, subject to clause 10.3, will provide you with notice by way of a notice within this app).

10.2. If Bank provides you with notice that it is going to make a change to this EULA, you can terminate this EULA before that change takes effect without charge by deleting the App in accordance with clause 11.4. If you continue to use this App after the relevant notice period ends, then Bank will assume that you have accepted the change and it will take effect automatically.

10.3. Bank may change the Privacy and Data Protection Statement, including the section relating to cookies and similar technologies, without providing advance notice. Any such changes will be brought to your attention when you next launch the App after such changes are made, and you will be asked to accept these changes.

## 11. Termination

11.1. Bank may end this EULA immediately if:

(i) A User has seriously or persistently breached any of the terms of this EULA, the User Terms, and/or any applicable Online Banking Terms and Conditions including where Bank reasonably suspects that:

a. a User has committed fraud or may be acting fraudulently;

b. you were not entitled to download the App, or your eligibility to download and/or use the App changed;

c. a User has committed or is about to commit a crime in connection with the online banking services and/or any other services provided by the Bank Group; or

d. a User has not satisfied any anti-money laundering requirements; or

e. a User may be using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or

f. the Customer's account is, being used for an illegal purpose; or

g. a User's security details have not been kept safe; or

h. a User has committed or is about to commit a crime in connection with the Customer's account; or

(ii) The App is withdrawn by Bank, the manufacturer of your mobile device operating system or any App Provider or other intermediary; or

(iii) Bank reasonably considers either that by continuing the contract it may be at risk of breaching any applicable law, regulation, code, court order or other duty, or that Bank may be exposed to action or censure from any government, regulator or law enforcement agency; or

(iv) There has been, or Bank suspects there has been, suspicious activity or fraud involving any of the Customer's accounts or any transactions on any of the Customer's accounts; or

(v) Bank stops supporting the App on your mobile device or the operating system it runs; or

(vi) The Customer breaches the terms of, or otherwise terminates, any account, product or service in respect of which the App may be used.

11.2. Bank will notify you if it terminates this EULA pursuant to clause 11.1. This can include notification by SMS, a message when you log onto the App, by post, by e-mail, by secure e-message, by a message on the Customer's statement, or in any other way that will be sent to you.

11.3. Bank may end this EULA for any other reason by giving you at least two months' notice. This may happen if, for example, Bank replaces the App.

11.4. You can end this EULA at any time by deleting the App from your mobile device(s).

11.5. Upon termination of this licence for any reason;

- (i) you must remove the App from your mobile device and
- (ii) destroy all copies of the App including all components of it in your possession; and
- (iii) all rights you have in respect of the App will immediately end.

11.6. You must delete the App from your mobile device if you change your mobile device or dispose of it.

## 12. Jurisdiction

This EULA shall be governed, construed, and enforced in accordance with the laws of the Republic of Azerbaijan, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Republic of Azerbaijan.

## 13. Glossary

"App" means this Mobile Banking application which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our online banking service.

"Bank" means Kapital Bank OJSC whose registered office is at AZ1014, BAKU CITY NASIMI DISTRICT, FUZULI, house 71.

"the Customer" means the entity which has entered into a contract with the Bank for the provision of online banking services.

"you", "your" and "yours" mean the person(s) installing the App on a device.

## 14. PRIVACY AND DATA PROTECTION STATEMENT

We know that you are concerned with how your, and the Customer's, personal and financial information is dealt with. Both the terms and conditions for the Customer's banking services provided by the Bank, and also the Online Banking Terms and Conditions, may contain provisions detailing how the Bank collect, process and share information about you and others (such as people you make payments to, or receive payments from). Any such provisions will also apply to information collected and processed when you use this App (and in this Privacy and Data Protection Statement, 'you' includes any other person who uses this App on your device). Without limiting those provisions, we commit to the following in order to preserve the confidentiality of all information about you and the Customer (including personal data) that you provide to us:

We will only collect information that we believe to be relevant and reasonably required to understand you and the Customer, and the Customer's financial needs, and as otherwise reasonably required in connection with the conduct of our business, compliance with legal and regulatory obligations and best practice, and risk management activities.

We will use the information to provide customers with better customer services and products, as permitted by law.

We may pass the information to other Bank companies, service providers or agents, as permitted by law. We will ensure that service providers and agents are required to apply appropriate confidentiality and security standards in respect of the information.

We may be required, from time to time, to disclose the information to Governmental or judicial bodies or law enforcement agencies or our regulators but we will only do so where permitted, or required, by law.

We will not otherwise disclose the information to any external organisation unless we have consent from you and/or the Customer, is permitted or required by law, or have previously informed you and/or the Customer.

We aim to keep the information accurate and up-to-date.

We maintain strict security systems designed to prevent loss, destruction, damage and/or unauthorised access to the information by anyone, including our staff.

All Bank companies, our staff and all third parties with permitted access to the information are specifically required to observe our confidentiality and information security obligations.

In particular (but without limiting the above) the information may be disclosed or transferred worldwide to agents or third parties (including our subcontractors) authorised to act on behalf of us and/or other members of the Bank, for the purposes of:

Providing services to the Customer,

Servicing and/or developing our relationship with the Customer,

Verifying your identity,

Preventing and detecting crime, and

Complying with the requests or requirements of Governments, judicial bodies or law enforcement agencies, or our regulators or ombudsmen.

By installing and using this App, you and the Customer shall be treated as having consented to the disclosure, processing, storage and transfer of information in the manner described above.

## 15. Cookies

The App stores and accesses software (often referred to as 'cookies') on your device to aid security, maintain the connection to our systems, allow us to monitor how the App is being used, and store your preferences (such as remembering login details).

You should read this statement to find out more about how Bank and our trusted partners use cookies. By installing and using this App, you agree to Bank storing and accessing information on your device as set out below.