

# HUMANS RULES FOR THE IMPLEMENTATION AND EXECUTION OF TRANSACTIONS WITH ELECTRONIC MONEY

These rules for the implementation and execution of transactions with Electronic Money (hereinafter referred to as the Rules) are a public offer of Humans LLC, located at: the Republic of Uzbekistan, 100047, Tashkent, Yashnabad district, Makhtumkuli str., 2 B; State Registration Number 749733; Taxpayer Number (INN) 306 624 856; Phone number: 1234 (hereinafter referred to as Humans), to the general public, and become an agreement between the Client and Humans (Provider) from the moment the Client accepts these Rules in the manner set out below.

Humans acts as an agent of the Operator of the Electronic Money system UCoins and acts on the basis of the Rules of the Electronic Money system UCoins, as well as the contract concluded with the Operator of the Electronic Money system.

## Terms and Definitions

**Contract** means a contract for the provision of communication services concluded between the Client and the Agent (Humans) by accepting the Terms and Conditions of provision of communication services by LLC "Humans" by the Client.

**Client ID** means the subscriber number assigned by the Agent to the Client, the number of the Human VISA bank card, SIM card, authentication means for accessing the Mobile Application (passwords, biometric authentication means: FaceID, TouchID, etc.), other means and technologies that the Agent can provide to the Client as a means of identification. All actions performed using the Identifier are considered to have been performed by the Client himself, while the Client is considered to have passed the proper identification.

**Client ID** means the subscriber number assigned by the Agent to the Client, the number of the Human VISA bank card, a SIM card, authentication tools for accessing the Mobile App (passwords, biometric authentication tools: FaceID, TouchID, etc.), as well as other identification tools and technologies that the Agent can provide to the Client as tools of identification. All operations involving ID are considered to be performed by the Client personally. At the same time, the Client is considered to have passed the identification.

**Client** means an individual (resident) who has accepted these Rules and has concluded with the Agent a contract for the provision of communication services, on the basis of which has received his/her own number (the **Contract**), as well as who has entered into a contract for the provision of financial service Humans with JSC "Ravnaq-bank".

**Client's Device** means a subscriber's (terminal) device to be used by the Client for getting access to the Agent's communication services.

**Compromise** means the fact of access by a third party to protected information that allows performing an operation with the Client's Electronic Money. Compromise can be carried out by obtaining access by third parties to information about the Client's IDs, allowing unauthorized by the Client access to the Mobile Application; by loss of the SIM card or Client device, and by other ways.

**Personal Account** means the analytical accounting register in the Agent's automated settlement system, which displays the information about the crediting of funds for the Agent's services under the Contract, their debiting, and available balance.

**Humans Mobile Application (App)** means a remote interaction means that is installed on the Client's device and used by the Client to manage his/her Personal Account, Services, services provided to the Client, change the terms of the Contract, make transactions with Electronic Money, get access to services provided by the Operator, get advice, and so on. Information about how to install the App on the Client Device is provided on the Website. All operations in the App involving the IDs are considered performed by the Client personally.

**Operator of the Electronic Money system UCoins (Operator)** means LLC "Maroqand", address: Republic of Uzbekistan, Tashkent, Mirzo-Ulugbek district, Navnihol str. 86, phone: 71 200 00 85, TIN 305465762, license of payment organization No. 6 dated 23.04.2020, issued by the Central Bank of the Republic of Uzbekistan, on behalf of which acts Humans, in accordance with the contract concluded between the Operator and Humans, as well as on the basis of the Rules of the UCoins Electronic Money system.

**Operator's Offers** mean the Rules of the UCoins Electronic Money system and the Client Agreement (agreement on the use of the UCoins Electronic Money system), collectively referred to as. The Operator's offers are a public offer of the Operator to conclude a contract for the issuance, sale, accounting, repayment and execution of transactions using Electronic Money, regulating the interaction of participants in the UCoins

Electronic Money system, including the Client. The current versions of the Operator's Offers are posted on the websites [www.ucoins.uz](http://www.ucoins.uz) and [www.upay.uz](http://www.upay.uz).

**Seller** means a legal entity/individual entrepreneur selling Goods to Clients.

**Client's Personal Data (Personal Data)** means any information related directly or indirectly to identified or identifiable Client (the subject of Personal Data). For the purposes of these Rules, these data include: last name, first name, patronymic (if any), date of birth, data contained in the identity document, SIM card number, Subscriber number, other data.

**Payment** means the fulfillment of the Customer's monetary obligation to the Seller for the purpose of paying for Goods or making an Electronic Money transfer to another individual — the Client, or making an Electronic Money transfer to the Operator.

**Order** means a Sending Client's order containing an order to the Agent to purchase Electronic Money for the Client at the expense of funds deposited by the Sending Client to the Agent and shown on the Personal Account, transfer them to the Client's electronic wallet and make a Payment, as well as a receiving Client's order to redeem the received Electronic Money without acceptance with the crediting of equivalent amount in soums to the Recipient Client's Personal Account.

**Goods** mean goods, work, service, rights to the results of intellectual activity realized by the Seller and paid by the Client to the Seller using Electronic Money.

**Electronic Money** mean unconditional and irrevocable monetary obligations of the Issuer of Electronic Money, stored in electronic form and accepted as a means of payment in the UCoins Electronic Money system by other participants of the system.

**Issuer of Electronic Money (Issuer)** means Private joint-stock commercial Bank "Davr Bank", which has license No. 71 dated 29.08.2014 of the Central Bank of the Republic of Uzbekistan and is located at the Republic of Uzbekistan, Tashkent, Shaikhantokhur district, Navoi-Zarkaynar str., Block "A", phone 1284, issuing and redeeming Electronic Money within the UCoins Electronic Money system in accordance with the requirements of the legislation of the Republic of Uzbekistan and on the basis of an agreement concluded with the Operator.

**Electronic Money Humans sale and purchase service (Service)** is an Agent's service to provide Customers with the opportunity, at their Disposal and using a Mobile Application, to purchase Electronic Money with funds deposited by the Client to the Agent and shown in the Client's Personal Account, for making Payments, transmitting information about making a Payment to the Operator, as well as the service for the purchase (redemption) of Electronic Money from the Client.

Other terms used in these Rules have the definition specified in the Operator's Offers and the Conditions for LLC "Humans".

## 1. Service Activation

- 1.1. To start using the Service, the Client must comply with the requirements specified in the term "Client", install the Application on the Client device and accept these Rules and Operator's Offers in the Application by clicking the "Next" button (or another button with the same name, clicking on which implies acceptance of the Rules and Operator's Offers, according to the information in the Application interface).
- 1.2. The Service is available to any Client from the moment of conclusion of the Contract who is an individual, and to whom the Agent, in accordance with the terms of the Contract and the norms of the current legislation, has not suspended the provision of communication services (whose subscriber number is not blocked).
- 1.3. By taking the actions provided in clause 1.1. above, the Client confirms that he agrees to use the Service, is familiar with and accepts these Rules and the Operator's Offers.

## 2. Procedure for providing the service

- 2.1. The Service will be provided to the Client from the moment of its activation by the Client and until the Client refuses of the Service in the manner described in section 3 of this Rules or until the Agent stops the provision of Services in the manner specified in sections 3, 5 and 7 of this Rules.
- 2.2. The service for sale of Electronic Money and for the transfer of information about the Payment to the Operator is provided to the Client at the time of the initiation of the Payment. The service for the purchase (redemption) of Electronic Money from the Client is provided at the time of receiving the transfer of

Electronic Money from the sending Client.

- 2.3. To make a Payment, the Client shall send the Order to the Agent in the following manner:
- using the Application by committing actions set by the Application interfaces for generating the Order.

Payments initiated by Customers are made by the Operator.

- 2.4. The Client's Order is not executed by the Agent in the cases specified below, about which the Client is notified by informing in the Application:
- 2.3.1. The Client does not comply with the restrictions set out in clause 5.2. of these Rules;
- 2.3.2. There is no communication or response to the Agent from the Operator;
- 2.3.3. The Client refused to accept these Rules and/or the Operator's Offer;
- 2.3.4. The recipient Client did not accept the Operator's Offer and these Rules (when making a transfer);
- 2.3.5. Inability to purchase Goods at the expense of electronic funds on the Seller's side (when making a Payment for the Goods);
- 2.3.6. The Client entered incorrect details for making the Payment (for example, the recipient Client's ID; payment amount, etc.);
- 2.3.7. There are not enough funds on the Client's Personal Account to make the Payment;
- 2.3.8. The presence of a ban on the Operator or Agent to execute the Order;
- 2.3.9. The Agent or Operator has reason to believe that there is a risk of sending an unauthorized Order;
- 2.3.10. The Client has fully or partially withdrawn consent to the processing of Personal Data;
- 2.3.11. The Agent purchased the necessary amount of Electronic Money for sale to Clients. If the Agent does not have the required amount of Electronic Money, the Agent does not have the right to execute the Order until the Agent purchases the required amount of Electronic Money;
- 2.3.12. If there are grounds provided for by the legislation on countering the legalization of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction.
- 2.5. If there are no circumstances specified in clause 2.3 of these Rules, the Agent, at the expense of funds deposited by the Client to the Personal Account, sells Electronic Money to the Client in an amount equivalent to the Payment amount, sends information to the Operator about crediting them to the Client's electronic wallet and making the Payment. The Operator executes the Payment in accordance with the terms of the Operator's Offers.
- 2.6. In case of success/failure of the Payment, the Operator informs the Client through an Agent about the results of the Payment in the Application. The payment is made within a period of no more than a day, from the moment it is made in the Application.
- 2.7. The Agent's obligations to return the funds recorded on the Client's Personal Account are considered fulfilled from the moment the Electronic Money is credited to the Client's electronic wallet opened by the Operator.
- 2.8. Upon acceptance of these Rules, the Client instructs the Agent, upon receipt of an Electronic Money transfer from the Sending Client, to redeem the received Electronic Money without acceptance with the transfer of an equivalent sum in soums to the Recipient Client's Personal Account.
- 2.9. In case of termination of the Customer's contract with the Seller and the need to refund the money paid for the Goods, the refund is carried out in accordance with the Rules of the UCoins electronic money system.
- 2.10. The place of provision of services is the location of the Operator.

### **3. SERVICE DEACTIVATION**

- 3.1. The Client should personally deactivate the Services by contacting the Agent's CC. The Client's refusal of the Operator's Offers is considered as the Client's will to deactivate the Agent's Service.
- 3.2. The Provider may refuse of the access to the Service and deactivate (suspend rendering) Services unilaterally and without judicial procedures in the event of termination of these Rules, the contract with the Operator, and in case of violation by the Client of the requirements of these Rules and(or) Contract, Operator's Offers, and in the event of the suspected breach by the Client of the requirements of the legislation of the Republic of Uzbekistan.
- 3.3. Upon termination of the Contract, the Service is automatically terminated.
- 3.4. In case of Service deactivation for any reason, the Agent transmits information about this to the Operator,

as a result of which the Client's electronic wallet will be closed in accordance with the Operator's Offers.

#### **4. SERVICE COST AND PAYMENT PROCEDURE**

- 4.1. Стоимость подключения Услуги и плата за пользование Услугой Агентом дополнительно не взимается. The Agent does not additionally charge the cost of Service activation and the fee for using the Service.
- 4.2. The information on the fees charged by the Operator and the Issuer can be found on the Operator's and Issuer's websites.

#### **5. PARTICULARITIES OF THE SERVICE RENDERED**

- 5.1. The Agent acts as an agent of the Operator, who has the authority to sell electronic money to Clients and purchase (redeem) Electronic Money from the Client. All operations related to making Payments are carried out by the Operator on the basis of the Operator's Offers. Repayment of Electronic Money is carried out by the Issuer.
- 5.2. In accordance with the norms of the current legislation, the Operator sets maximum limits for making Payments. These limits are set in the Operator's offers posted on the Operator's website, as well as in the Application.
- 5.3. By accepting these Rules, the Client agrees to receive advertising of the Agent's services and /or third parties in SMS messages, in the Application. To refuse to receive the advertising specified in this paragraph, the Client must contact the Agent's CC.
- 5.4. In case of Compromise, or suspicion of Compromise, the Client is obliged to immediately notify the Agent, perform actions aimed at blocking the Application and the electronic wallet, in accordance with the terms of the Operator's Offers.
- 5.5. 5.5. The Agent has the right to suspend the provision of the Service if the Agent has a suspicion of Compromise. The specified actions of the Agent do not constitute improper provision of the Service. The resumption of the provision of Services in this case is carried out after the Client's request to the Agent's CC.
- 5.6. The Client consents to the provision by the Agent of data on the cash flow on the Client's Personal Account to the Operator, as well as by the Operator to the Agent of data on Payments and cash flow through the electronic wallet.
- 5.7. The Client is obliged to protect his Client Device and Application from unauthorized use by third parties, including by setting passwords, codes or using authentication tools provided by the manufacturers of Client equipment (for example, TouchID, FaceID), as well as by using licensed software in the Client device, using antivirus programs and regularly updating them.
- 5.8. By accepting these Rules, the Client agrees to use the App, understands that the information is transferred via the Internet, which is not a secure communication channel, and agrees to bear financial risks and risks associated with possible Compromise when using the App.
- 5.9. 5.9. From the moment of conclusion of the Agreement, the Client provides his consent and instructs the Agent to transfer Personal Data to the Operator for the purpose of identifying the Client in accordance with the legislation on countering the legalization (laundering) of proceeds from crime, financing of terrorism and proliferation of weapons of mass destruction, for the purpose of executing Payments, informing the Client about the status of execution of Orders, maintenance and informing Clients about the services provided by the Operator and Agent. The Client agrees that the Operator may transfer the Personal Data received or collected by him, that the Operator stores the Personal Data received in accordance with the requirements established by the Operator's Offers and the legislation of the Republic of Uzbekistan, for a period established by the legislation of the Republic of Uzbekistan. The Client also agrees that the Operator has the right to transfer the received Personal Data to other organizations if, in accordance with the requirements of the legislation of the Republic of Uzbekistan and (or) the Operator's Offers, it is necessary to fulfill the Payment and fulfill the Operator's obligations under the terms of the Operator's Offers. This consent also applies to the transfer of Personal Data by the Agent to the Operator in case of their change, as well as to the transfer to the Operator of information about the termination of the Contract for the provision of Communication Services between the Agent and the Client.
- 5.10. The Client has the right to withdraw his consent to the processing of Personal Data by the Agent or the above-mentioned persons by sending a written notification to the Agent or by other means brought to the Client's attention by the Agent. The Client agrees and acknowledges that in case of withdrawal of

consent to the processing and (or) transfer of Personal Data, the provision of Services to the Client by the Agent and the Operator may not be possible.

- 5.11. The Client's registration in the UCoins system and the creation of the Client's electronic wallet are made at the time of the initiation of the first Payment by the Client, for which the Agent transmits to the Operator the Client's data, including his phone number allocated to the Client by the Agent on the basis of the Contract.
- 5.12. The Services may not be available when connecting other Agent services, more detailed information about such restrictions is contained in the description of the relevant services.
- 5.13. The history of Payments, as well as receipts confirming their commission, are reflected in the Application in electronic form.
- 5.14. 5.14. By accepting these Rules, the Client agrees to the above restrictions (features) of the provision of the Service. If the Client does not wish to use the Services with the restrictions (features) specified in these Rules, the Client has the right to disable the Services in accordance with the procedure provided for in section 3 of the Rules. Until the moment of Services deactivation, the Client is obliged to pay for the Services in the amount and in the manner specified in section 4 of these Rules.

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1. Rights and obligations of the Client:**

- The Client is obliged to send Payment Orders only from the Client Device and using Identifiers assigned to the Client, and to prevent attempts to form such Orders from the Client's Device and/or using Client ID by third parties.
- The Client is obliged to notify the Agent in a timely manner about changes in his Personal Data. The Client instructs the Agent to transfer Personal Data, including in case of their updating (modification), to the Operator on the terms specified in clause 5.10.

### **6.2. Rights and obligations of the Agent:**

- The Agent is obliged to provide the Service in accordance with these Rules;
- The Agent has the right to involve third parties to provide Services;
- If an incorrect password is entered three times, the Agent has the right to block access to the Application for up to one day.
- The Agent has the right to suspend the execution of the Client's Orders and the making of Payments, if there are suspicions of Compromise or doubts about their legality.

## **7. RESPONSIBILITY OF PARTIES**

7.1. The Client is responsible for the correctness of the execution of the Order, specifying the details necessary for making the Payment (amount, purpose of Payment, etc.).

7.2. Orders issued by the Client prior to informing the Agent of the Compromise are considered to be made by the Client himself. At the same time, the Client does not have the right to make a request to the Agent for the refund of such Payments. The Client is responsible for any actions of third parties committed on behalf of the Client through his Subscriber Number, SIM card and through the Client Device when using the Services.

7.3. The Agent is not responsible to the Client for poor-quality provision of Services and / or non-provision of Services arising from delays and interruptions in the operation of technical platforms and transport networks or communication networks, the occurrence of which is not the fault of the Agent.

7.4. The Agent is not responsible for the quality of works/services/goods paid for by the Client through the use of the Service.

7.5. The Agent is not responsible for improper execution of Payments by the Operator.

7.6. In case of damage to the Client, the procedure for its compensation is provided by the Operator's Offers.

7.7. If there are claims for the provision of the Service, the Client contacts the CC through the Website or Application. The Agent provides the Client with a response within the time limits established by the legislation of the Republic of Uzbekistan.

## **8. AMENDMENT OF RULES**

8.1. These Rules come into force from the moment they are published on the Agent's Website. Customers are notified of changes or termination of these Rules by posting on the Website at least 10 (Ten) calendar days before such changes take effect. These Rules are considered amended or canceled from the moment specified in the relevant notification. If, after the changes come into force, the Client continues to use the Services under



the new conditions, after the changes come into force, such changes are considered accepted by the Client. Modification or termination of these Rules in accordance with the procedure provided for in this paragraph means, respectively, modification or termination of the supplementary agreement to the Contract for the Provision of Communication Services concluded between the Client and the Agent.