PUBLIC OFFER FOR CONCLUDING AN AGREEMENT FOR THE PROVISION OF THE SERVICE "SMS INFORMING"

This offer, posted on the official website of the Open Joint Stock Company Belagroprombank (hereinafter referred to as the Bank) in the global computer network Internet at the address: www.belapb.by (hereinafter referred to as the Bank's website), is a public offer, i.e. the Bank’s offer to conclude an agreement for the provision of the SMS-informing service (hereinafter referred to as the Agreement) with any individual who has concluded (is concluding) an agreement with the Bank for a current (settlement) bank account, access to which is provided through the use of a bank payment card, or a credit agreement, in accordance with which a bank payment credit card is issued, hereinafter referred to as the "Client", who responds to this offer (accepts the public offer) in the manner established by this public offer.

The Bank considers itself to have entered into an Agreement on the terms and conditions specified in this public offer with the Client who accepts the terms and conditions of this public offer (acceptance of the public offer) in the manner, within the timeframes and on the terms and conditions stipulated by this public offer.

The period for acceptance of this public offer shall be from the date of publication of this public offer on the Bank’s website until the Bank makes a decision to revoke this public offer.

Acceptance of this public offer is the performance by the Client, who has passed identification, within the period for acceptance of one of the following actions, which signify the full and unconditional acceptance by the Client of all the terms of the Agreement without any exceptions or restrictions on the terms of accession:

providing the Bank with a duly completed and signed by the Client's own signature application form, drawn up in the form established by the Bank, for opening an account and issuing a card, for reissuing a card, with a mark in the appropriate field of the application form for connecting the “SMS-informing” service;

providing the Bank with a duly completed and signed application for connection to the “SMS – informing” service, drawn up in accordance with the form established by the Bank, with the Client’s own signature;

submitting to the Bank an application (request) for the conclusion of the Agreement via the Bank's remote banking service system (hereinafter referred to as RBSS) with the appropriate mark on the connection of the "SMS-informing" service and entering the symbols of the mobile key or session key (session key) in the appropriate field.

The Agreement may be concluded by an identified representative of the Client, authorized in the manner prescribed by law, by submitting to the Bank a duly completed and personally signed application for connection to the “SMS-Informing” service by the Client's representative.

The terms of this public offer, as well as any of the applications specified in part four of this public offer, duly completed and signed (confirmed) by the Client (hereinafter, when any of them is mentioned, the Application) together constitute the Agreement concluded between the Client and the Bank (hereinafter, the Parties).

The Agreement is deemed concluded and comes into force at the moment the Bank receives the Client's acceptance of this public offer. The Bank does not notify the Client of the receipt of information about the Client's acceptance of this public offer and the time when the Agreement is deemed concluded. The specified information is provided at the Client's request in the established manner.

This public offer may be revoked by the Bank at any time, including within the period established for acceptance of this public offer, by publishing a notice of revocation of this public offer on the Bank’s website.

SUBJECT OF THE AGREEMENT

1. The Bank, in accordance with the Agreement, undertakes to provide the Client with services for informing about transactions carried out using a card (its details) issued by the Bank (hereinafter referred to as transactions) by sending a notification to the Client via electronic information channels (push notification, message sent using the Viber messenger, SMS messages) in the manner specified by the Agreement (hereinafter referred to as the Services), and the Client undertakes to pay for the Services within the timeframes and in the manner specified in the Agreement.

Information on transactions may be provided by the Bank to the holder of an additional personal debit card who uses the card by virtue of the authority granted by law, and also, on the instructions and with the consent of the Client, to the holder of an additional personal debit card who uses the card by virtue of the authority granted by the Client.

Information about the bank payment card (hereinafter referred to as the card), in relation to the transactions using which the Services are rendered, as well as the list of transactions, notification of which is carried out by the Bank within the framework of the provision of Services, are determined by the Client or the holder of an additional personal debit card specified in the second part of this paragraph, in the Application by selecting the corresponding package of Services.

2. Terms of provision of Services by the Bank under the Agreement:

the commencement of the provision of Services is the day of conclusion of the Agreement;

end date of provision of Services – the day of expiration of the card’s validity period or the day the card is blocked and placed on a strict stop list.

Information on authorized payment initiation transactions, cash withdrawal transactions, cash deposit transactions carried out using a card is provided by the Bank at the time of successful completion of the transaction; on all other transactions – no later than the day of successful completion of the transaction (usually in real time).

PROCEDURE FOR PROVIDING SERVICES

3. Notifications to the Client sent within the framework of the Agreement, including those containing information on transactions carried out using the card, are sent by the Bank through the electronic notification channels specified below using a cascade algorithm for sending notifications (push - Viber - SMS, i.e. each subsequent electronic notification channel specified below is used by the Bank if a notification is not sent (it is not possible to send) via the previous one) by sending:

- push notifications to the mobile device of the Client (the holder of the additional personal debit card specified in the second part of paragraph 1 of this public offer) with the account of the Bank's mobile application registered to the mobile phone number of the Client (the holder of the additional personal debit card specified in the second part of paragraph 1 of this public offer), specified in the Bank's accounting system;

- messages using the Viber messenger (hereinafter referred to as Viber messages) to the telephone number(s) of mobile operators entering into agreements on the provision of telecommunications services in the territory of the Republic of Belarus and other countries specified on the Bank’s website, specified by the Client (the holder of the additional personal debit card specified in the second part of paragraph 1 of this public offer ) in the Application;

- SMS messages to the telephone number(s) of mobile operators entering into agreements on the provision of telecommunications services in the territory of the Republic of Belarus and other countries specified on the Bank’s website, specified by the Client (the holder of an additional personal debit card specified in the second part of paragraph 1 of this public offer) in the Application .

4. Services under the Agreement are provided by the Bank within the framework of the following packages "M", "L" or "XL". The choice of the Service package is made by the Client in the Application by placing the appropriate mark.

|  |  |  |  |
| --- | --- | --- | --- |
| Operations, notification (information) about which is carried out by the Bank | Package "M" | Package "L" | Package "XL" |
| crediting funds to the account ( CMS ) (with balance);  account replenishment (credit part P2P) (with balance);  refusal (incorrect PIN);  failure (attempt limit);  refusal (amount limits);  refusal (insufficient funds);  refusal (e - commerce ban);  do not send messages regarding crediting funds to an account in an amount not exceeding 5 BYN / 4.5 USD / 3.5 EUR / 200 RUB / 12 CNY ;  card expiration message;  write-off from account (CMS ) (with balance). | crediting funds to the account ( CMS ) (with balance);  account replenishment (credit part P2P ) (with balance);  refusal (incorrect PIN ;  failure (attempt limit);  refusal (amount limits);  refusal (insufficient funds);  refusal ( e - commerce ban );  do not send messages regarding crediting funds to an account in an amount not exceeding 5 BYN / 4.5 USD / 3.5 EUR / 200 RUB / 12 CNY;  cancellation of account replenishment (with the remainder);  cancellation of payment for goods/services (outside the Republic of Belarus) (with the remainder);  cancellation of cash withdrawals (outside the Republic of Belarus) (with the remainder);  return of purchase (outside the Republic of Belarus);  cancellation of purchase return (outside the Republic of Belarus);  payment for goods/services (debit part P2P ) outside the Republic of Belarus (with balance);  cash withdrawal outside the Republic of Belarus (with balance)  write-off from account ( CMS ) (with balance);  card expiration message. | crediting funds to the account (CMS) (with balance);  account replenishment (credit part P2P ) (with balance);  refusal (incorrect PIN);  failure (attempt limit);  refusal (amount limits);  refusal (insufficient funds);  refusal (prohibition of e - commerce ;  do not send messages regarding crediting funds to an account in an amount not exceeding 5 BYN / 4.5 USD / 3.5 EUR / 200 RUB / 12 CNY ;  cancellation of account replenishment (with the remainder);  cancellation of payment for goods/services (outside the Republic of Belarus) (with the remainder);  cancellation of cash withdrawals (outside the Republic of Belarus) (with the remainder);  return of purchase (outside the Republic of Belarus);  cancellation of purchase return (outside the Republic of Belarus);  payment for goods/services ( P2P withdrawal ) outside the Republic of Belarus (with balance);  cash withdrawal outside the Republic of Belarus (with balance).  cancellation of payment for goods/services (in the Republic of Belarus) (with the remainder);  cancellation of cash withdrawals (in the Republic of Belarus) (with the remainder);  return of purchase (in the Republic of Belarus);  cancellation of purchase return (in the Republic of Belarus);  payment for goods/services (debit part P2P ) (in the Republic of Belarus) (with a remainder);  cash withdrawal (in the Republic of Belarus) (with balance);  do not send messages about debiting funds from the account in an amount not exceeding 5 BYN / 4.5 USD / 3.5 EUR / 200 RUB / 12 CNY in the Republic of Belarus;  write-off from account ( CMS ) (with balance);  card expiration message. |

RIGHTS AND RESPONSIBILITIES OF THE PARTIES

5. The Bank has the right:

5.1. Suspend the provision of the Service in the event of the Client’s failure to fulfill the obligations stipulated by paragraph(s) 8.1 and (or) 8.2 of this public offer.

5.2. Write off the fee (remuneration) for the Services from the Client’s current (settlement) bank account or the account for recording credit debt to which the card is issued, as well as from other accounts of the Client opened with the Bank. The Bank also has the right to take measures to collect the debt to the Bank for the provision of the Service.

5.3. Unilaterally make changes and additions to the Agreement, including changing the amount of payment (remuneration) for Services, the minimum amount of a transaction completed using the notification card, the list of transactions, the notification of which is carried out by the Bank under the Agreement. The Client shall be notified of the said changes (additions) by the Bank sending a corresponding message to the Client in the manner specified in paragraph 3 of this public offer, posting this information on the Bank's information boards and on the Bank's website on the global computer network Internet no later than 30 (thirty) calendar days before the effective date of the said changes (additions). The Client shall be deemed to have accepted the said changes (additions) to the Agreement, unless he/she notifies the Bank otherwise within five business days before the effective date of their entry into force.

In the event of the Client’s disagreement with the changes (additions) made unilaterally by the Bank, the Client has the right to notify the Bank of the non-acceptance of such changes (additions) no later than five business days prior to the effective date of such changes (additions) and to refuse to execute the Agreement by taking actions to disable the Service in the RBSS and/or submitting to the Bank a written statement of refusal to execute the Agreement.

6. The Client has the right:

6.1. Change the list of operations, information about which is provided by the Bank as part of the provision of Services, by selecting a different package of Services in the RBSS in which this functionality is available.

6.2. Change the method of sending notifications (the electronic notification channel used by the Bank to provide Services):

disable push notifications – when contacting the Bank by writing a free-form application or by calling the Bank’s Contact Center at 136;

disable Viber messages – by disabling notifications in the Viber messenger .

6.3. Change the end date for the Bank to provide Services under the Agreement by submitting a corresponding written application to the Bank.

7. The Bank undertakes to:

7.1. Provide the Client with information services within the timeframes and in the manner specified in the Agreement.

The Bank's notification of a transaction performed using the card is considered delivered (the Service is considered rendered by the Bank) even in cases where it was sent (transmitted) to the Client using an individual electronic notification channel, but due to circumstances dependent on the Client, was not received by him (including due to a malfunction of the Client's telephone equipment, the Client's lack of Internet access) or the Client did not read it.

8. The Client undertakes to:

8.1. Pay for Services in the amount established by the Agreement, monthly.

Ensure that the current (settlement) bank account or the account for recording credit debt for which the cards are issued have funds in an amount sufficient to pay the fee (remuneration) for the Services.

8.2. Notify the Bank in writing of any change in the mobile phone number specified in the Application and required for the Bank to fulfill its obligations under the Agreement, no later than 3 business days from the date of the change;

PROCEDURE FOR PAYMENT FOR SERVICES

9. The Client pays for the Bank's Services on a monthly basis, starting from the month of the Agreement's conclusion until the month of the end date of the Services. Payment for the Services is made by the Client in the amount established by the Fee Guide for transactions carried out by JSC Belagroprombank, based on the Service package selected by the Client.

10. The fee (remuneration) for the Services provided is charged by the Bank monthly, usually on the last working day of the month, but no later than the third working day of the following month, from the Client’s funds in the account, access to which is provided through the use of a card.

The monthly fee (remuneration) is charged provided that the Client has been sent at least one notification in any of the billing periods.

11. The fee (remuneration) for the billing period in which the Client changed the Service package in accordance with clause 6.1. of this offer, shall be collected by the Bank based on the cost of the more expensive Service package within which the Client was provided Services in this billing period.

The billing period for the purposes of the Agreement and for calculating fees (remuneration) for the Services provided are the periods of the calendar month:

1st period – from 00:00 on the 1st day of the month until 16:00 on the penultimate working day of the month with the collection of fees on Clients’ accounts on the last working day of the month;

2nd period (if the fee was not charged in the 1st period) – from 16:00 on the penultimate working day of the month until 23:59:59 on the last day of the month (for cards for which messages were sent only in the 2nd billing period) with the fee being charged on the Clients’ accounts no later than the 3rd working day of the following month.

LIABILITY OF THE PARTIES

12. The Parties shall be liable for improper performance of their obligations under this Agreement in accordance with the law.

13. The Bank shall not be liable for improper (poor quality) provision and/or failure to provide the Service, including possible distortions of information both transmitted by the Bank and received from the Client (additional card holder), in cases of disruption of the mobile data transmission network, the cardholder’s mobile phone, as well as in cases of lack of electricity or communication in the Bank.

14. The Bank shall not be liable for the consequences of unauthorized persons accessing the Client’s (additional card holder’s) mobile phone, or for any consequences of anyone using the information provided under the terms and conditions specified in this Agreement.

TERM, TERMINATION OF THE AGREEMENT AND DISPUTE RESOLUTION

15. The Agreement shall be valid from the date of its signing by both Parties until the Parties have fully fulfilled their obligations under the Agreement.

16. The Client has the right to cancel the Agreement at any time, provided that the Bank is paid for the expenses actually incurred. Cancellation is made by sending the Bank an application in any form with a request to terminate the Agreement or by taking actions to disable the Service in the RBSS. The Bank's notification of the Client and the Agreement shall be terminated from the date of acceptance by the Bank of the Client's application (notification of the Client via the RBSS).

17. All disputes and disagreements that may arise from this Agreement or in connection with it shall, if possible, be resolved through negotiations between the Parties. If the Parties fail to reach an agreement during the negotiations and consideration of claims, the disputes shall be considered by a judicial body at the choice of the plaintiff. The applicable law for resolving the dispute is the law of the Republic of Belarus.