Joint-Stock Company
«Common Republican
Processing Center»

UZCARD

OFFER

to join the Loyalty Program

TASHKENT - 2026

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In accordance with Chapter 27 of the Civil Code of the Republic of Uzbekistan, this Offer constitutes an official public offer by the "Common Republican Processing Centre" Joint-Stock Company (hereinafter referred to as CRPC), the operator of the UZCARD payment system. It is addressed to an indefinite number of individuals and sets forth the terms and conditions for participation in the Loyalty Program of the UZCARD Payment System (hereinafter referred to as the Offer).

1. Terms and Definitions

Terms and definitions shall be used in the meanings established in this Chapter, except where a contrary intention appears in the text of the Offer. Terms and abbreviations not defined in the Offer shall be interpreted in accordance with the rules of the "UZCARD" PS and the applicable legislation of the Republic of Uzbekistan.

1.1. **"UZCARD" Payment system ("UZCARD" PS)** - a set of relations ensuring the execution of payments through the interaction of the Operator and Participants of the "UZCARD" PS, licensed by the Central Bank of the Republic of Uzbekistan, in accordance with the procedures, infrastructure, and rules of the "UZCARD" PS;

1.2. **Issuing Bank** - a participant of the "UZCARD" PS that issues bank cards covered by the "UZCARD" PS Loyalty Program and provides related services on the basis of an agreement with the Bank Card Holder (BCH);

1.3. **Bank card (BC)** - a payment card of the "UZCARD" PS, issued by the Issuing Bank, included in the Loyalty Program, enabling the BCH to perform payment transactions;

1.4. **Bank Card Holder (BCH)** – an individual or a person authorized by the BCH who uses the BC based on an agreement with the Issuing Bank for the issuance and servicing of the BC;

1.5. **Participant of the Program (Participant)** - an individual holding a BC of the "UZCARD" PS, included in the Loyalty Program, and accepting this Offer in accordance with the procedure established in Chapter 3 of the Offer;

1.6. **Loyalty Program** - a set of marketing and/or promotional activities aimed at increasing the active use of the "UZCARD" PS BC when making transactions, in accordance with the terms of special offers provided by Partners, which grant various benefits to Participants;

1.7. **Privileges** – any special benefits for the Participant, including discounts, bonuses, free periods, gifts, accrual of points, provision of access and/or advanced features, and other advantages.

1.8. **Partner** - a legal entity and/or an individual engaged in entrepreneurial activity without forming a legal entity and/or a self-employed person who provides benefits to Participants under the Loyalty Program.

2. Subject of the Offer

2.1. The subject of the Offer is the unconditional and complete (without any reservations, exceptions, exemptions or objections) accession of the Participant to the "UZCARD" PS Loyalty Program in the manner prescribed by Article 360 of the Civil Code of the Republic of Uzbekistan.

2.2. BCH is considered a Participant of the Loyalty Program starting on acceptance of the Offer.

2.3. The Loyalty Program is published on the official website of the "UZCARD" PS at www.uzcard.uz.

3. Acceptance of the Offer

3.1. Obtaining by the BCH of a "UZCARD" PS BC issued by the Issuing Bank, covered by the Loyalty Program, including the submission of an application (request) for the issue of such a payment card and/or the receipt of such a card shall be deemed as the acceptance of the Offer.

3.2. Submission of an application (request) for registration of the "UZCARD" PS BC, covered by the Loyalty Program, and its receipt by the Participant shall be a proper form of acceptance of the Offer and mean full, irrevocable and unconditional acceptance of all its terms.

3.3. Acceptance of the Offer also includes the performance by the BCH of transactions using the "UZCARD" PS BC with the Loyalty Program Partners, including payment for goods, works and services and (or) receipt of benefits provided for by the Loyalty Program.

3.4. By accepting the Offer the Participant confirms, that:

3.4.1. is fully aware of, agrees to and accepts all the terms and conditions of the Offer and the Loyalty Program as they are set out, without any conditions, exceptions or reservations, and undertakes to comply with them;

3.4.2. possible legal consequences for Participant in connection with the acceptance of the Offer are fully understood;

3.4.3. is legally competent/capable and confirms its legal right to enter into contractual relations with the "UZCARD" PS under the terms of the Offer;

3.4.4. is fully familiar with:

- rights, obligations and responsibilities within the framework of the Offer, Loyalty Program;
- legal consequences in connection with joining the Offer;
- the procedure for introduction of changes and/or additions to the Offer by the "UZCARD" PS.

4. Loyalty Program Terms

4.1. The Loyalty Program provides Participants with the opportunity to receive benefits when performing transactions using certain types of BC of the "UZCARD" PS, issued by the Issuing Bank.

4.2. Detailed terms of the Loyalty Program, a list of available benefits from Partners, and types of bookmakers are published on the official website of the CRPC.

4.3. The terms of the Loyalty Program may vary depending on the type of BC.

4.4. The Participant undertakes to independently monitor the current terms of the Loyalty Program, published on the official website of the CRPC.

5. Rights and Liabilities of the Parties

5.1. The rights and liabilities of the Parties are established from the moment of acceptance of the Offer by the "UZCARD" PS in the manner specified in Chapter 3 of the Offer.

5.1.1. The CRPC shall have the right:

- unilaterally at any time to make changes to the terms of the Loyalty Program and the Offer, as well as to suspend and/or terminate the Program in whole or in part;
- to make changes to the list of Partners;
- to terminate the provision of certain types of benefits;
- to limit the Participant's involvement into the Loyalty Program in case of violation of the terms of the Offer.

5.1.2. The CRPC undertakes:

- in the event of suspension and/or termination of the Loyalty Program in whole or in part, to publish the relevant information on the official website of the CRPC;
- to publish the current terms and conditions of the Loyalty Program on the official website of the CRPC;
- to ensure the confidentiality of personal data of the Participants;

5.1.3. The Participant has the right to:

- participate in the Loyalty Program and enjoy the benefits provided by it, subject to the terms of the Offer;
- refuse the participation in the Loyalty Program at any time on own initiative.

5.1.4. The Participant undertakes:

- to comply with the terms of the Offer published on the official website of the CRPC;
- to independently monitor changes in the terms of the Loyalty Program, the list of Partners, types of BC, types of privileges provided and their validity periods;
- to provide accurate information necessary for participation in the Loyalty Program and promptly notify of any changes;
- to use the BC personally or issue a power of attorney in the prescribed manner;
- to be responsible for actions taken using own BC, regardless of whether they were taken by him/her personally or by third parties with his/her consent or through his/her negligence;
- to independently resolve disputes with Partners related to the receipt of benefits under the Loyalty Program.

6. Personal Data

6.1. By accepting the Offer, the Participant expresses consent to the CRPC processing of his personal data for the purposes of implementation of the Loyalty Program.

6.2. The processing of personal data includes any actions with personal data, including, but not limited to: collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (including provision and access), depersonalization, blocking, deletion and destruction of personal data.

6.3. Purposes of personal data processing are:

- identification of the Participant under the Loyalty Program;
- conduct of statistical, analytical and marketing research;
- formation of personalized offers;
- support of operations of the Loyalty Program.

6.4. The Participant agrees that the CRPC has the right to transfer personal data to third parties involved in the implementation of the Loyalty Program (including Partners), provided that they comply with the requirements for the confidentiality and security of personal data.

6.5. Consent to the processing of personal data is valid for the entire period of the Participant's involvement into the Loyalty Program and for 5 (five) years after termination of participation, unless otherwise provided by law.

6.6. The CRPC undertakes to ensure the confidentiality and security of personal data in accordance with the requirements of the personal data legislation of the Republic of Uzbekistan.

7. Responsibility of the Parties and Dispute Resolution Procedure

7.1. Parties shall be responsible for non-performance or improper performance of their obligations under Offer in accordance with the current legislation of the Republic of Uzbekistan and the Rules of the "UZCARD" PS.

7.2. CRPC is not responsible for:

a) losses arising as a result of violation by the Participant of the terms of the Program;

b) technical failures beyond the control of the CRPC;

c) the content of promotion materials of Partners and their activities;

This list of limitations of liability is not exhaustive and applies within the framework established by the legislation of the Republic of Uzbekistan.

7.3. All relationships between the Participant and the Partner, including the quality of goods and services, the terms of their provision, and the return or exchange of goods, are governed exclusively by the Partners themselves and applicable law.

7.4. The CRPC shall not be liable for disputes and disagreements arising between the Participant and the Partner, including (but not limited to) the quality of goods, works and services,

the terms and conditions of their provision, as well as for cases of failure to provide, partial provision or provision by the Partner of benefits provided under the Loyalty Program in violation of their terms.

7.5. All disputes and disagreements arising between the Parties under of the Loyalty Program or in connection therewith shall be settled through negotiations.

7.6. In failure to reach agreement through negotiations, disputes shall be referred for consideration to a civil court at the place of execution of the Offer. The address for execution of the Offer is the following address: 78, Abdulla Kodiriy street, Shaykhontohur district, Tashkent.

8. Force-Majeure

8.1. The Parties shall be released from liability for partial or complete failure to perform/improper performance of their obligations as defined by the Offer, if such failure/improper performance was a consequence of force majeure circumstances.

8.2. Force majeure circumstances include events beyond the control of the Parties and for which they are not responsible, such as wars and armed conflicts, prohibitive acts and actions of public authorities.

8.3. In the event of force majeure circumstances that make it impossible for the Parties to fulfill their obligations, the deadline for the Parties to fulfill such obligations shall be extended in proportion to the duration of such circumstances, as well as the time required to eliminate their consequences.

8.4. The parties are obliged to immediately, no later than the working day following the day of occurrence of force majeure circumstances, notify each other by any available means of the occurrence of force majeure circumstances and immediately send a notice in writing via any of the available communication channels (mail, e-mail, etc.). The notification must contain information about the nature of the circumstances and, if possible, information that allows to assess their impact on the ability of the Parties to fulfill the Offer.

8.5. The fact of the occurrence of force majeure circumstances and the duration of their validity must be confirmed by the relevant public authority responsible for the certification of such circumstances.

8.6. If a Party fails to send a notice or sends it tardily, it is obliged to compensate the other Party for any losses incurred and has no right to refer to force majeure circumstances.

8.7. Upon termination of the said circumstances, the Party that was unable to fulfill its obligations due to the occurrence of force majeure circumstances is obliged to notify the other Party of this in writing within 3 (three) working days after their termination.

9. Anti-Corruption Undertaking

9.1. When fulfilling his obligations under the Offer and participating in the Loyalty Program, the Participant shall not commit and shall not intend to commit any actions that may be classified under the legislation of the Republic of Uzbekistan as giving or receiving of a bribe or other corruption offenses.

9.2. Each Party to the Offer shall retain from encouraging the employees of the other Party in any way, including by providing cash, gifts, free performance of work (services) and other methods that place the employee in a position of dependence and are aimed at ensuring that they perform actions in the interests of the encouraging Party.

9.3. If the Participant becomes aware of possible corruption violations within the framework of the Loyalty Program, he has the right to notify the CRPC of this by any available means.

9.4. If one of the Parties establishes that the other Party has committed actions that are contrary to these anti-corruption conditions, or receives reliable information about this, such actions may be recognized as a material breach of the terms of the Offer and serve as grounds for its immediate unilateral termination without payment of compensation to the guilty Party.

10. Sanctions Clause

10.1. Each Party undertakes to comply with the economic and financial sanctions imposed by the sanctions regimes of the UN, the United States (OFAC), the European Union and the United Kingdom.

10.2. The Participant confirms that at the time of acceptance of the Offer, he is not aware of any restrictions or prohibitions applied to him under international sanctions regimes that could prevent his participation in the Loyalty Program.

10.3. The Parties acknowledge and agree that if any sanctions, restrictions or prohibitions are imposed on any Party, its affiliates, counterparties or any other related party, such Party shall promptly notify the other Party thereof.

10.4. In occurrence of the event specified in clause 10.3, the Party has the right to terminate the Offer unilaterally after assessing the sanctions risks.

10.5. The CRPC shall not be liable for any failure to fulfill obligations under the Loyalty Program due to the application of sanctions restrictions in relation to the Participant.

11. Final Provisions

11.1. In everything that is not directly provided for by the Offer, the parties shall be guided by the current legislation of the Republic of Uzbekistan and the good business practices.

11.2. The CRPC is not the issuer of the BC, is not a party to the banking services agreement, and is not responsible for the actions or inactions of the Issuing Bank, nor for the actions of Partners.

11.3. Participation in the Loyalty Program is voluntary and free of charge.

11.4. The CRPC does not guarantee the provision of specific benefits to the Participant and is not responsible for the cancellation of offers by Partners.

11.5. Information published under the Loyalty Program does not constitute a public offer from Partners.

11.6. In the event that any of the provisions of the Offer become illegal and/or invalid in accordance with the current legislation of the Republic of Uzbekistan, such provisions of the Offer shall not apply in the relationship between the Parties and will be replaced by new provisions that best meet the original intentions contained in the Offer. The remaining provisions of the Offer remain in full force and effect.

12. Addresses, Other Details

“Common Republican Processing Centre” JSC

78, Abdulla Kodiriy street, Shaykhontohur district, Tashkent city

Settlement account: 2020 8000 2006 0030 2001

At OperDept of Kapitalbank JSCB

Bank code: 00974

TIN: 202042939

CCEA: 63110

Tel.: (+998) 71-202-11-18