

# PUBLIC AGREEMENT

Armenian below

The following terms and conditions are the conditions of Public Agreement (hereafter also “Agreement”) between inOne Loyalty LLC (hereafter also “Service operator”) and physical person and/or individual entrepreneurs (hereafter also “Customer and/or User” and together with the Service operator “Parties”), wishing to receive services prescribed in the Agreement set forth below:

Public agreement is considered to be signed by the Customer by clicking on the “I have read and agree to the Terms and Conditions” button.

**By signing the Agreement, the User confirms that he/she has read all terms and provisions of the Agreement, that such provisions are fully comprehensive and acceptable for him/her.**

The User certifies, by simply accepting the Agreement, that according to the legal and/or statutory provisions, he/she has the right to use the Services and access the pages related to the Services and undertakes full responsibility for choosing and using the Service.

The User understands and accepts that the personal data he/she provides to the Service operator or Merchant is processed in order to provide optimum conditions of the services, advertising services, marketing and publicity services, online loyalty card management, and/or deliver goods and services.

The User understands and accepts that the Service operator provides an online platform for managing the loyalty cards of the Users and for the Merchant promotions. As a consequence, Service operator has no obligation nor responsibility regarding the following: the Users who access the Services through the System; the content of the files sent to Users; the entities that issued loyalty cards, rejection by Merchants to use the accumulated points, the fraud of customer account balance, the information received by the Users from using the Services, the optimal operation of the equipment on which the User has installed/uses inOne; any consequence that may derive from those mentioned above; actions which may / may not be performed by any User or any individual, as a direct or indirect result of using the Services.

User agrees that the Service operator will comply with and fulfil all legal obligations regarding the transfer of personal data to any other entity to accomplish the Services. Acceptance of the Agreement by User and further access to the System means the express consent given by Users for the processing and disclosure of their personal data by the Service operator to the Merchant, Third parties, according to the conditions of this information note and legal provisions.

## 1. The Main definitions used in the Agreement

**Service operator or Operator-** “inOne loyalty” limited liability company, who provides the Functionalities/Services described in the Agreement by inOne. Information about the service operator is available on the website [www.inOne.am](http://www.inOne.am). The website also provides detailed information on “inOne” and the conditions of its usage.

**System or inOne - mobile application**, as well as website, which is the property of Service operator, and which are used in the Internet environment to ensure the provision of services for the Customer. Having “inOne”, the User gets an opportunity to receive discounts and accumulate points on their loyalty card account, received directly or indirectly from a merchant.

**Customer or User** - A Physical person who is using the mobile application or website

**Not registered user** - The customer, whose identity has not been registered through the procedure specified by the Service operator. This allows only limited use of application.

**Registered user** - The customer, whose identity has been specified by the Service operator, through the procedure specified by the Service operator

**Merchant** - The legal entity or individual entrepreneur who sells goods, provides services, carries out other civil and legal transactions for **the inOne Users**.

**Third Person** - Each Physical Person, individual entrepreneur, legal entity, who does not consider themselves to be a Service operator, merchant or the Customer/User of “inOne”, but who can be in any civil legal relations with them.

**Loss** - The losses are the expenses of the person/Customer, the System’s operator or the Third Persons, whose rights are violated, and which he/she has to do in order to recover his /her violated rights, unearned income (lost profit), that this person would have received under ordinary civil conditions, if his/her rights had not been violated, as well as non-material loss.

**System rules of usage “inOne”** - The rules of usage “inOne”. The rules contained in the Agreement and on the website of “inOne”

**“inOne” points** - Within the frames of “inOne”; 1 (one) point is equal to 1(one) AMD.

**Loyalty cards** - Discount or bonus card provided by the merchant, whether plastic or virtual.

## 2. Service provision

The Service operator provides Functionalities/services in accordance with the current terms, and the Customer uses them in accordance with current legislation, System rules and conditions of the Agreement.

Types of Functionalities/Services are;

- Use existing loyalty cards through the application
- Request to receive new loyalty cards from merchants through the application.
- Access to information on existing sales in merchants
- Subscribe to receive notifications from merchants
- Access to card balance information received from a defined list of merchants(according to bonus points)
- Buy or receive coupons and promotion codes

- Find general type of information about merchants(address, phone number, etc)

The types of services, methods of delivery, functionalities, and terms are posted on the public part of the official website and are introduced before application registration.

The Merchant may modify, suspend or discontinue, at any time, the provision of the Services and/or the access of the User to said Services, fully or partially, including the availability of any element in relation to the Services, without any notice. The merchant reserves the right to decline access to the Services to any person, at any time, at its sole discretion and without the need to provide justification.

Service operator shall make best efforts in order to provide the User access to the Services 24 hours a day, seven days a week.

### **3. Account Management, Transactions Made by the Account**

In order to get registered in the System, the User shall enter into the System a mobile phone number (main identification channel for the system) owned by or accessible to the User.

With each mobile number, a customer can have only one working registration, if something other is not determined by the Service operator. The Service operator can immediately terminate any or all of the existing cards after notification.

In order to identify the Customer in an electronic way and to allow the management of the inOne account, the Customer may be provided with the numbers, codes, passwords /pin/ or other requisites. The account is managed through the mobile application or by other technical means. Each email or mobile phone number can be used for getting Services only by one “inOne account”.

The User must have in his/her possession working registration, cards, codes, passwords /PIN/ or other requisites and must not give them to third persons; the User will be responsible for the third person’s entire activity on the System.

In order to realise any transaction at the Merchant, a document confirming identity from the person carrying out the transaction, in case of failure to present it, the transaction may be refused.

The Service operator has a right to require from the client who has the status of Registered User but is not of an adult age stated by the legislation of the Republic of Armenia, to confirm his/her operations by his/her legal representative, if there is not a sufficient basis to consider the Customer fully capable.

For some types of activities, the Service operator can provide Users inOne points. The period of validity inOne points released by the Operator is 2 (two) years.

The performance payment transactions using inOne points could be rejected by the Operator, if;

- The points tried to be used are not sufficient.
- As a result of their performance, the legislation or the conditions stated by the Operator (as well as the Operator’s or the Third Person’s rights or legal interests).

- Their performance is not possible for the reasons which don't depend on the Operator.
- In other cases, stated by law or the Agreement.

The Merchant and Service operator may draw bonus points accrued to the User's account or on loyalty card balance due to its mistake without acceptance back from the Customer's account. In case of the Agreement termination or in case of inOne activity cessation, the Service Operator do not repay the inOne point balance; the points received from the Merchant are managed under the agreement between the User and merchant, in case of such agreement. The Merchant can, but is not obligated to, transfer the points from the virtual card to the User's plastic card.

All transactions are carried out exclusively through the 3D Secure system. The cardholder's card details are protected.

If the currency of the Cardholder's Card does not match the transaction currency, the conversion is performed in accordance with the rules established by the relevant payment system and the Card-issuing Bank.

## **4. Rights and Obligations of the Parties**

### **The user has a right.**

- Use the Services in accordance with the Agreement conditions,
- Get information about the offered Services, their tariffs and other conditions,
- Get information about all the transactions made through inOne points.

### **Rights of the User concerning his personal data on the application:**

- Right of access to his personal data collected on the Internet Site and via the Application,
- Right to modify it,
- Right to delete it.

### **The application enables Users:**

- manage his/her Loyalty Cards (addition, deletion, format, comments, etc.),
- manage information relating to his profile,
- determine whether he is desirous of receiving newsletters(offline notifications),
- deleting his account.

### **The user is Obligated:**

The User acknowledges and accepts that he cannot use the Application, the Internet Site, the User Area and the Services except for his own needs within the framework of a strictly personal, private and non-commercial use, which he expressly guarantees. The User acknowledges and accepts that the Application shall enable him to register, download and store only those Loyalty Cards whose owner he is. Customer agrees to keep the virtual

cards on inOne's server. Consequently, the User acknowledges and warrants at all times, throughout the term of performance of this Agreement, that he is the holder of the Loyalty Cards contained in the Application.

The User also acknowledges and accepts that his/her personal data, including loyalty cards, would be kept in inOne's server.

The User acknowledges and accepts that upon a new card request, he/she can manually subscribe or unsubscribe to receive marketing and promotion materials directly from the merchant through sms services.

**In connection with this, the User may not, in particular:**

- use or attempt to use any and all data belonging to a third party,
- commit or attempt to commit a criminal infraction or infractions,
- use the Services for purposes other than those for which they are intended,
- divert or attempt to divert the Services for purposes other than those for which they are intended,
- damage or attempt to damage the reputation or image of inOne, the Services, the Application, or the Internet.

**The User shall:**

- Provide the Operator with accurate information and valid documents / original copies /, as well as immediately inform the Operator about changes made in this information.
- To use the Services personally and exclusively for lawful purposes. The User is responsible for providing information about his/her "inOne" to Third persons, and for transactions made by Third persons by his/her "inOne" and merchants' other points.
- Immediately inform the Operator about all the inconsistencies and unusual circumstances, especially about the absence or error of any message or order in the mobile application
- To provide the confidentiality of "inOne" requisites' management /passwords, PIN-codes/ and the protection against unauthorised use.
- Delete their personal data, including all loyalty cards, in case of a change of his/her mobile number.

User understands and accepts that in case of not deleting his/her data, the other one who later possesses the mobile number which was used to register the account could gain access to the account. User bears all risks and responsibilities of this negligence.

**The Operator has a right:**

- Suspend all Services or any part of them in case of discovering any mistake, violation or fraud, as well as cases when the Operator is not sure about the legality or about the unauthorised use of the "inOne".
- If, as a result of the Customer's activities, harm is caused to the Operator, the Third Person or the state, the Operator, within 1 /one/ month from discovery of such activities, can suspend the Services, if it is necessary for the protection of rights and legal interests of the Operator, Customer, Third persons or the state.
- To stop the Service provision, beginning from the date of notification of the Customer about the Agreement termination
- Due to the changes in legislation or because of a technical need to change the requirements and other terms introduced beforehand.

**Collect and keep the user's personal data for the following purposes:**

- making available the Services to the User, thereby enabling him to ensure management of the Loyalty Programs from which he benefits, by means of the functionalities of the Application,
- displaying offers within the Application for, or sending, transmitting communications via email, SMS and/or other methods of communication for,
- enable inOne to prepare commercial statistics,
- facilitating your registration with, and/or participation in, the third-party offers that are promoted and/or made available by or in connection with inOne, the Loyalty Program and/or the Application.

The User has the right to oppose the processing of personal data which concerns the User and the right to request the deletion of said data. The User understands and accepts that deletion of their personal data will be followed by deletion of their account from the system and the impossibility of accessing the service provided by the Service operator. The User also understands that deletion of its account from the system does not mean deletion of data provided to Merchants, and the Service operator does not bear any further responsibility for the use of this data by the Merchants.

### **The Operator is Obligated:**

- The System's Operator is obliged to state the proper processing of the User's; identification, according to the RA Law "About Money Laundry and Combating Terrorism Financing" or due to the process of identification through payment card (credit card) released by trade banks, with the exception of payment cards released by trade banks of high risk countries stated by Financial Action Task Force (FATF).
- Exert the necessary measures in order to ensure the access of Service use and the proper quality of the Services within the frameworks of present technical opportunities.
- To take measures for the confidentiality of information shared with "inOne", as well as for its protection from unauthorised use and/or its disclosure by Third persons.
- To inform the User about arising, changing and eliminating those circumstances, which are essential for the implementation of a given Agreement; especially publish the tariffs on the official website and regularly update the list of services, publish the system rules, etc.
- Investigate and solve the complaints submitted by the Users within 10/ten/ working days due to an order specified by the internal procedures of the Operator.
- In case of loss of the Password and/or PIN code by the User, provide the latter with a new one or restore the lost one, in accordance with the Data recovery procedure.
- To implement the other obligations provided in the Agreement.

## **5. Responsibility**

The Service operator cannot be held liable in any way or to any extent for any action taken by the User, nor for use in any way of the Services or any other activity in connection with the Services. The User uses the Services at its own risk. Any information provided through the Services is used by the User at its own risk.

The User is responsible for his/her entire activity on the Services or in connection thereof. Any attempt by any User to fraudulently, abusively or illegally use the Services or any attempt by any User to use the Services against the provisions of the Agreement or interests of the Service operator or any other persons grants the Service

operator the right to discontinue or suspend for a period decided by the Service operator on its sole discretion the right of the User to fully or partially use the Services or to access the System.

When creating an account, each User has the option to choose whether to receive information regarding the products, services, events, etc., provided by the merchant. Merchant undertakes to comply with all legal provisions applicable in the field of electronic communications and those related to personal data. Otherwise, the Merchant will protect the Service operator against any legal actions, proceedings, claims or demands of any kind made by third parties or authorities in connection with the breach of this provision and the Agreement. The Service operator doesn't bear any responsibility in relation to the violation of these legal provisions by the Merchants.

Merchant undertakes to process personal data received through the system solely for the purposes notified to the Users and under the limitations set forth by the provisions of the Agreement. The Merchant declares that the personal data processing will be done in compliance with the legal provisions concerning the personal data processing and free movement of such data. The Merchant undertakes to enforce all technical and administrative measures to protect received personal data against any accidental or illegal destruction, loss, alteration, disclosure or unauthorised access, as well as against any form of illegal processing.

To the extent that the Merchant will upload on the System its own database containing email addresses/phone numbers used as a destination (hereinafter referred to as "the list of subscribers") for the messages sent, the Merchant shall undertake the following obligations: the Merchant will not use the Services to send unsolicited messages („spam"), whether for commercial or non-commercial use. The message sent to any of the e-mail addresses/phone numbers is deemed unsolicited if the Merchant obtained the e-mail address/phone number by any means other than by direct subscription of such individual.

The Service operator cannot be held liable for sending these messages, for the content of the materials included in these messages, in their entirety or any part thereof, the Merchant being solely liable to any other person for any direct or indirect, material or moral damages caused by the breach of any other person's rights or for any legal consequence arising thereof. The Service operator is entitled, but not bound, to monitor sent electronic messages and their content in order to supervise the compliance with the provisions of this Agreement and applicable law. The Service operator is entitled, but not bound, to request the Merchant to remove any material/content that fails to comply with the applicable law.

The Merchants whose offer (discount coupons) are displayed and promoted in the System undertake full liability with regard to the information published, including those relating, but not limited to products and services supplied or provided at a discount price, to their price, to the discounts.

The Service operator does not undertake any liability regarding the quality of the products and services supplied or provided by the Merchants to the Users of the inOne. The Merchant, whose offer is promoted in inOne undertakes full liability for providing this offer to the Users of the inOne.

The Service operator does not implicitly or expressly guarantee the provision of the Services. The Service operator will make all reasonable efforts to ensure the accuracy and confidence in the Services and will try to correct errors and omissions as quickly as possible.

The Services and the related web pages are made available to the Users on an "as is", "as they are available" basis, without any implicit or express guarantee, and without any liability of the Service operator in connection thereof. The Service operator does not guarantee in any way or to any extent the results of using the Services, and the Users undertake all risks and full legal liability in connection thereof. The Users expressly understand and

accept that the Service operator is exempted of any liability for any direct, indirect damages, or damages resulting from the use of the Service or any other matter in connection with the Service, as well as from the use of the pages relating to it in any way and any legal consequences deriving in connection thereof.

The Users understand and accept that the Service operator is exempted of any liability in the event of any downtime, outage, disturbance, failure or error in the operation of the Services and related web pages, in the event of a technical error of any kind during the provision of the Services, as well as in any situation in which it would not be possible to certainly prove that any error or technical issue of those mentioned above is due directly and exclusively to wilful or intentional misconduct of the Service operator.

In cases of force majeure, the Service Operator and/or collaborators, operators, managers, employees, branches, subsidiaries and their representatives are completely exempted of any liability. Cases of force majeure include, but are not limited to, errors in operating the technical equipment of the Service Operator, lack of Internet connection, lack of telephone lines connection, computer viruses, cyber-attacks of any kind, interference with malicious software, unauthorised access in the Site's systems, operational errors, strike, etc.

## **6. Governing Law**

The Agreement shall be governed by the laws of the Republic of Armenia without regard to the choice of law provisions thereof.

The Parties unconditionally agree that any legal action or proceeding with respect to this Agreement shall be examined exclusively in courts in accordance with the applicable Republic of Armenia law.

## ՀԱՆՐԱՅԻՆ ՊԱՅՄԱՆԱԳԻՐ

Սույն պայմաններն ու դրույթները հանդիսանում են Հանրային պայմանագիր (այսուհետ՝ «Պայմանագիր») «ինուան լոյալթի» ՍՊԸ-ի (այսուհետ՝ «Ծառայությունների օպերատոր») և ֆիզիկական անձանց և/կամ անհատ ձեռնարկատերերի (այսուհետ՝ «Հաճախորդ» կամ «Օգտատեր», միասին՝ «Կողմեր») միջև, ովքեր ցանկանում են օգտվել ստորև նշված ծառայություններից:

Հանրային պայմանագիրը համարվում է կնքված Հաճախորդի կողմից՝ «Ես ծանոթացել եմ և համաձայն եմ պայմաններին» կոճակը սեղմելու միջոցով:

Պայմանագիրը ընդունելով՝ Օգտատերը հաստատում է, որ ծանոթացել է բոլոր պայմաններին և դրույթներին, և դրանք լիովին հասկանալի և ընդունելի են իր համար:

Օգտատերը հաստատում է, որ ունի իրավական իրավունք օգտվելու Ծառայություններից և կրում է ամբողջ պատասխանատվությունը դրանց ընտրության և օգտագործման համար:

Օգտատերը համաձայն է, որ իր կողմից տրամադրված անձնական տվյալները մշակվում են ծառայությունների մատուցման, մարքեթինգի, գովազդի, լոյալության քարտերի կառավարման և ապրանքների/ծառայությունների տրամադրման նպատակներով:

Օգտատերը հասկանում և ընդունում է, որ Օպերատորը տրամադրում է հարթակ լոյալության քարտերի կառավարման և ակցիաների համար, և չի կրում պատասխանատվություն՝

- Օգտատերերի գործողությունների համար
- Ուղարկված բովանդակության համար
- Առևտրականների կողմից միավորների մերժման համար
- Հաշվի խարդախությունների համար
- Տեխնիկական խնդիրների համար

Օգտատերը տալիս է իր հստակ համաձայնությունը իր անձնական տվյալների փոխանցման համար երրորդ անձանց՝ ծառայությունների իրականացման նպատակով:

### 1. Սահմանումներ

Օպերատոր – «ինուան լոյալթի» ՍՊԸ

inOne համակարգ – բջջային հավելված և կայք

Օգտատեր – ֆիզիկական անձ

Չգրանցված օգտատեր – սահմանափակ մուտք ունեցող օգտատեր

Գրանցված օգտատեր – նույնականացված օգտատեր

Առևտրական (Merchant) – ապրանք/ծառայություն մատուցող անձ

Երրորդ անձ – այլ անձ, որը չի հանդիսանում Օպերատոր/Օգտատեր

Կորուստ – վնասներ և բաց թողնված շահույթ

inOne միավորներ – 1 միավոր = 1 դրամ

Լոյալության քարտեր – բոնուսային կամ զեղչի քարտեր

### 2. Ծառայությունների մատուցում

Օպերատորը տրամադրում է ծառայություններ, իսկ Օգտատերը օգտվում է դրանցից՝ համաձայն օրենսդրության և սույն պայմանագրի:

Ծառայությունները ներառում են՝

- Լոյալության քարտերի օգտագործում
- Նոր քարտերի ստացում
- Ակցիաների դիտում
- Ծանուցումների ստացում
- Մնացորդի դիտում
- Կուպոնների գնում/ստացում
- Տեղեկատվություն առևտրականների մասին

Օպերատորը ձգտում է ապահովել ծառայությունների հասանելիություն 24/7:

### 3. Հաշվի կառավարում և գործարքներ

Գրանցման համար Օգտատերը տրամադրում է հեռախոսահամար:

Յուրաքանչյուր համարով թույլատրվում է մեկ հաշիվ:

Օգտատերը պարտավոր է պահպանել իր գաղտնաբառերը և պատասխանատվություն է կրում դրանց օգտագործման համար:

Գործարքների ժամանակ կարող է պահանջվել անձը հաստատող փաստաթուղթ:

inOne միավորների գործողության ժամկետը՝ 2 տարի:

Օպերատորը կարող է մերժել գործարքները, եթե՝

- միավորները բավարար չեն
- խախտվում է օրենքը
- տեխնիկապես անհնար է

Օպերատորը չի վերադարձնում միավորները պայմանագրի դադարեցման դեպքում:

Վճարային անվտանգություն

Բոլոր գործարքներն իրականացվում են բացառապես 3D Secure համակարգի միջոցով: Քարտապանի քարտային տվյալները պաշտպանված են:

Եթե քարտի արժույթը չի համապատասխանում գործարքի արժույթին, փոխարկումը կատարվում է համապատասխան վճարահաշվարկային համակարգի և քարտ թողարկող բանկի կանոնների համաձայն:

### 4. Կողմերի իրավունքներն ու պարտականությունները

Օգտատերն իրավունք ունի՝

- օգտվել ծառայություններից
- ստանալ տեղեկատվություն
- տեսնել իր գործարքները

Օգտատերը կարող է՝

- կառավարել քարտերը
- խմբագրել տվյալները
- ջնջել հաշիվը

Օգտատերը պարտավոր է՝

- օգտագործել ծառայությունը միայն անձնական նպատակներով
- տրամադրել ճշգրիտ տվյալներ
- պահպանել գաղտնիությունը
- տեղեկացնել խնդիրների մասին

Օպերատորը իրավունք ունի՝

- կասեցնել ծառայությունները խախտումների դեպքում
- փոխել պայմանները
- մշակել անձնական տվյալները

Օպերատորը պարտավոր է՝

- ապահովել տվյալների պաշտպանություն
- լուծել բողոքները 10 աշխատանքային օրվա ընթացքում
- ապահովել ծառայության հասանելիություն

5. Պատասխանատվություն

Օպերատորը չի կրում պատասխանատվություն՝

- Օգտատերի գործողությունների համար
- Առևտրականների ծառայությունների որակի համար
- Տեխնիկական խնդիրների համար

Ծառայությունները տրամադրվում են «ինչպես կա» սկզբունքով:

Օգտատերը կրում է բոլոր ռիսկերը:

Ֆորս-մաժոր դեպքերում Օպերատորը ազատվում է պատասխանատվությունից (հետերևոտ խնդիրներ, հաքերային հարձակումներ և այլն):

6. Կիրառելի իրավունք

Պայմանագիրը կարգավորվում է ՀՀ օրենսդրությամբ:

Բոլոր վեճերը լուծվում են ՀՀ դատարաններում: