

**APPROVED**  
**by General Director**  
**of KWIKPAY LLC**  
**Yu.E. Mindrin**

**(Order No. K24-205/2 dated July 23, 2024)**

**TERMS AND CONDITIONS**  
**OF MONEY TRANSFERS BY INDIVIDUALS USING KWIKPAY**  
**INTERNATIONAL PAYMENT SYSTEM FOR MONEY TRANSFERS**

**Moscow, 2024**

## CONTENTS

1. Status of the Terms and Conditions of making Money Transfers by individuals .....	3
2. General information about Kwikpay International Payment System for Money Transfers .....	3
3. Terms and definitions.....	4
4. General provisions .....	9
5. Procedure for making Money Transfers with cash deposit.....	10
6. Procedure for the disbursement of Money Transfers in cash .....	12
7. Procedure for changing the terms and conditions of Money Transfers .....	18
8. Procedure for cancellation of Money Transfers .....	19
9. Mobile device security requirements when using the Mobile Application .....	24
10. Restrictions applicable when making Money Transfer .....	24
11. Identity documents of individuals/Customer identification procedure.....	25
12. Procedure for accepting Money Transfers made in favor of legal entities.....	28
13. Terms of use of the Mobile Application, Personal Account, System Website .....	28
14. The Procedure for Sending Transfers via the Mobile Application, the Personal Account, the System Website.....	33
15. Procedure for Disclosure of Information and Processing of Personal Data.....	35
16. Liability .....	36
17. Counteraction to money transfers without the voluntary consent of the client .....	39
18. Final provisions .....	39
19. System Operator Details.....	41

## **1. Status of the Terms and Conditions of making Money Transfers by individuals**

1.1. These Terms and Conditions of making Money Transfers by individuals using Kwikpay International Payment System for Money Transfers (hereinafter, the Terms and Conditions) are a public offer (hereinafter, the Offer), according to which KWIKPAY LLC Limited Liability Company (OOO KWIKPAY LLC), hereinafter referred to as the System Operator, officially offers to an indefinite number of individuals under the terms and conditions described below to conclude a Contract in accordance with Clause 2, Article 437 of the Civil Code of the Russian Federation (hereinafter, the RF) on making money transfers (hereinafter, the Contract) using Kwikpay International Payment System for Money Transfers (hereinafter also, the System or Kwikpay System).

1.2. The consent of an individual to the terms and conditions of this Offer (acceptance of the Offer) shall mean consent to the terms and procedure of money transfers through the System. A money transfer shall be made through Participants and/or Partners of the System, and in this regard legal relations arise for individuals directly with these Participants and/or Partners, respectively. OOO KWIKPAY LLC shall act as the System Operator and be in legal relations with the Participants and/or Partners providing services of the System. Participants and/or Partners shall render services to individuals subject to the terms and conditions of this Offer, and in accordance with the System Rules posted on the website kwikpay.ru, as well as internal documents regulating the procedure of rendering services to individuals. Participants, as well as Partners, if they are credit institutions or non-bank credit institutions registered in accordance with the legislation of the Russian Federation, shall have the right to engage bank payment agents (bank payment subagents) to carry out transactions provided for by Federal Law No. 161-FZ dated June 27, 2011 "On the National Payment System" (hereinafter, 161-FZ).

1.3. The consent (acceptance of the Offer) of an individual is the performance by him/her of actions provided for by the Terms and Conditions to effect money transfers through the System.

## **2. General information about Kwikpay International Payment System for Money Transfers**

2.1. Kwikpay International Payment System for Money Transfers is a money transfer system operating under the name Kwikpay, which is a combination of:

- information system based on the complex of software of Kwikpay Money Transfer System (hereinafter, the System Software);
- credit and other institutions involved in the process of making of money transfers using the System Software and the name of Kwikpay System in a coordinated manner and according to uniform requirements.

The international nature of the System is determined by the composition of participating credit and other institutions, customers and currencies used.

2.2. The services of Kwikpay System shall be rendered by Participants and Partners of the System in accordance with these Terms and Conditions and the System Rules.

2.3. The System Operator – KWIKPAY LLC (Certificate of Registration of the Payment System Operator (Registration Certificate) No. 0057 dated August 25, 2023 issued by the Bank of Russia) is an organization that develops, adopts and controls the implementation of the System Rules. The System Operator shall attract Participants and perform other actions within the competence defined by the System Rules and the legislation of the Russian Federation.

### 3. Terms and definitions

#### 3.1. Terms and definitions used in these Terms and Conditions:

**Parties** shall mean all persons providing services under the System.

**Sending Party** shall mean the Party that directly accepts from the Sender the order and funds for making the Transfer, including BPA/BPS operating within the System on behalf of the respective System Participant.

**Executing Party** shall mean the Party directly disbursing/crediting funds to the Recipient.

For the purposes of these Terms and Conditions, the Sending Party/Executing Party shall also mean Bank Payment Agents/Bank Payment Subagents operating within the System on behalf of the relevant Participant/Partner of the System in accordance with the legislation of the country where such Bank Payment Agent/Bank Payment Subagent is registered.

**Bank Payment Agent** (hereinafter, the **Agent/BPA**) is a legal entity that is not a credit institution or an individual entrepreneur, which is engaged by the Participant/Partner operating as a credit institution under a separate agreement to carry out activities related to money transfer of individuals via Kwikpay System, acting on the basis of Article 14 of Federal Law No. 161-FZ dated June 27, 2011 "On the National Payment System".

**Bank Payment Subagent** (hereinafter, the **BPS**) is a legal entity that is not a credit institution or an individual entrepreneur, which is engaged by the Bank Payment Agent being a legal entity on a contractual basis to provide services to individuals for making Transfers under the System in cases stipulated in the BPA agreement with the System Participant. The BPS shall not have the right to engage other entities to carry out transactions of the Bank Payment Subagent.

**Issuing Bank** is a credit institution, including Participant or Partner, which is a member of VISA, Mastercard, MIR international payment systems (hereinafter, the IPS) and other payment systems, issuing bank cards of the said payment systems.

**Irrevocability** is a characteristic of money transfers indicating the absence or termination of the possibility to revoke the Order at a certain moment of time.

**System Website** is the official website of the System in the Internet, located at <https://kwikpay.ru/>, as well as all pages with the specified subdomain.

**Money Transfer** (hereinafter, the **Transfer**) shall mean a transfer of funds made in the System by the Parties on behalf of a legal entity or on behalf of an individual, which is not related to conducting entrepreneurial activity by the individual who authorizes the Transfer.

**Transfer Amount** is the amount of funds to be paid/credited to the Recipient by the Executing Party.

**Tariffs** shall mean a system of rates and amounts of fees charged from the Sender for making the Transfer.

**Transfer Fee/Fee** is an amount of money remuneration for making the Transfer paid by the Sender through the Sending Party at the moment of sending the Transfer in addition to the Transfer Amount.

**Transfer Control Number** (hereinafter, **TCN**) is a unique number of the Transfer automatically generated in the System Software when sending an Outgoing Transfer, which is a means of identification of the Transfer.

**Transfer Cancellation** is cancellation of the Transfer not disbursed to the Recipient, initiated by the Sender or the System Operator.

**Application for Canceling a Transfer** shall mean a form of Sender's application with an instruction for the Transfer Cancellation, set by the System Operator.

**Transfer Cancellation by Disbursement to the Card** shall mean cancellation of the Transfer not disbursed to the Recipient, made at the initiative of the Sender, being the User, by giving an order to cancel the Transfer via the Mobile Application with entering the relevant One-Time Confirmation Code.

**Unaddressed Transfer** is a Transfer where only the Transfer Disbursement Country is indicated when sending the Transfer.

**Transfer Disbursement Country** is the country to which the Unaddressed Transfer is sent.

**Bi-currency Transfer** is a Transfer where the currency of the Transfer disbursement differs from the currency of its sending (conversion is performed at the exchange rate of Kwikpay System).

**Customer** is a person sending and/or receiving a Transfer, who can act as a Sender and/or Recipient respectively and/or an individual.

**Sender** is an individual who gives an instruction (in the form of an Application for Making a Transfer or an Order for Making a Transfer) to make a Transfer through the Sending Party.

**Recipient** is the Customer specified by the Sender in the Application for Making a Transfer or the Order for Making a Transfer, to whom the Transfer is intended to be disbursed.

**User of the Mobile Application and/or Personal Account and/or the System Website** (hereinafter also referred to as the User) is an individual who has passed the procedure of Registration in the Mobile Application or Authentication in the Personal Account on the System Website or actually uses the System Website and has acceded to the terms and conditions of this Contract, using the Personal Account, the System Website or the Mobile Application for needs not related to entrepreneurial activity.

**Invalid Transfer** is a Transfer for which the Transfer Payment is recognized as fraudulent/invalid under the procedures provided by the IPS and other payment systems for disputing transactions.

**Customer's Representative** (also referred to as **Representative**) is a person authorized to send the Transfer on behalf of the Sender or receive the Transfer on behalf of the Recipient on the basis of a notarized power of attorney issued by the Sender or the Recipient, respectively.

**Resident Individuals (Residents)** shall mean individuals who are citizens of the Russian Federation, as well as foreign citizens and stateless persons permanently residing in the Russian Federation on the basis of a residence permit provided for by the legislation of the Russian Federation.

**Non-Resident Individuals (Non-Residents)** shall mean individuals who are not residents of the Russian Federation.

**Unified System of Identification and Authentication (USIA)** is the Federal State Information System which is used in accordance with the procedure established by the Government of the Russian Federation, and which provides, in cases stipulated by the legislation of the Russian Federation, authorized access to information contained in information systems.

**Unified Portal of State and Municipal Services (State Services Portal)** is the Federal State Information System integrated with the USIA and ensuring the provision of state and municipal services and other services in electronic form using the Internet ([www.gosuslugi.ru](http://www.gosuslugi.ru)).

**USIA Account** is the result of registration of an individual in the USIA, confirming the inclusion of this individual in the USIA register of individuals.

**Verified Account** is the USIA Account containing data on an individual (last name, first name, patronymic (if any), details of the individual's identity document, personal insurance policy number (SNILS)) checked and verified by basic state information resources, with the individual's identity confirmed by one of the confirmation methods provided by the USIA.

**Transliteration Rules** shall mean rules of transferring letters, words, expressions and related texts written in the Russian alphabet (Cyrillic alphabet) by means of the Latin alphabet and vice versa, established by the System Operator, posted on the System Website at the link: [kwikpay.ru](http://kwikpay.ru).

**Application for Making a Transfer** is a form of application of the Sender with an order to make a Transfer, set by the System Operator.

**Application for Disbursing a Transfer** is a form of application of the Recipient for receiving a Transfer, set by the System Operator.

**Application for Providing a Statement** is a form of the Customer's application for receiving a statement on executed Transfers, set by the System Operator.

**Request for Disbursing a Transfer** is a statement of the Recipient's will to receive the Transfer by transferring the amount of the Transfer via the Customer's Card PAN ("to the card"), drawn up, certified and transmitted by the Participant/Partner using the Customer's Card Details in the Mobile Application (if technically possible).

**Electronic Wallet** is an electronic payment instrument, which is intended for making transfers without opening an account, including electronic money settlements. It is a computer program whose interface is placed and/or available on the Internet or in a special application for mobile devices.

**Electronic Payment Instrument** (hereinafter also referred to as **EPI**) is a means and/or method enabling the Customer to prepare, certify and transmit Orders for the purpose of making Money

Transfers, including Transfer Payments, within the applicable forms of cashless settlements with the use of information and communication technologies, electronic media, as well as other technical devices.

**Push Message** is a message sent via “Push-notification” technology to a specific technical device (smartphone, tablet, etc.) of the Customer previously registered by the System Operator and consisting of alphanumeric symbols. To transmit a Push Message, the Customer's technical device shall be connected to the Internet.

**QR Code/Barcode** is a code in the form of a graphic image representing information for its quick reading by means of a technical device (with the ability to fix the image) using the Mobile Application.

**SMS Message/SMS** is a message sent by the System Operator via “Short Message Service” mobile communication technology to the Customer's mobile phone number and consisting of alphanumeric characters.

**Card** is a bank card issued by the Issuing Bank of the IPS and other payment systems, intended for carrying out transactions with the Card Holder's funds, including Transfers by the Customer. It is an EPI.

**Card Holder** is an individual, including the Customer, to whom the Card has been issued by the Issuing Bank.

**Registration** shall mean actions of an individual to create a User Account in the Mobile Application by specifying his/her Phone Number, entering a One-Time Confirmation Code and setting a Password Code.

**Password Code** is a unique set of numeric symbols formed by the User and used by the User for Authentication in the Mobile Application.

**Authentication** is a procedure of User identification when logging in to the Mobile Application and/or Personal Account by comparing the Phone Number and Password Code/One-Time Confirmation Code submitted by the User with those available in the System Operator's information system.

**MA Identification** is verification of data on the Customer contained in the System Operator's information system after identification of such Customer by the Participant/Partner in accordance with the legislation of the Russian Federation with the data submitted by the User by filling in the relevant forms in the Mobile Application in order to determine such User as a Customer.

**Mobile Phone Number/Phone Number** is the Customer's mobile telephone subscriber number specified by the Customer when entering into the Agreement for the purpose of its performance. By providing the Phone Number when concluding the Agreement, the Customer confirms that he/she is a user of communication services (subscriber) of the provided Phone Number and that the Phone Number is not registered to another individual or legal entity (corporate SIM card).

**Mobile Application** is a special software of the System Operator, downloaded and installed on the Customer's mobile device (smartphone, communicator, etc.), which has access to the Internet, in a standard way for the mobile device operating system, enabling to perform actions and receive information, as provided by the functionality of such software.

**Card Details** shall mean the Card number, Card validity period, security code indicated on the Card itself, which are necessary for the Customer when giving Orders.

**Order for Making a Transfer** (hereinafter also referred to as **Order; Transfer Order**) is a set of information provided by the Sender by filling in functionally available forms for making a Transfer on the System Website and/or Personal Account and/or in the Mobile Application, as well as other data automatically pulled in by the System Software to the information specified by the Sender, certified for correctness/authenticity by the Sender in the manner specified in these Terms and Conditions, and received by Participants/Partners for the purpose of making a Transfer.

**Confirmation Code** is a 3D-Secure code, SecureCode and similar codes of other payment systems sent to the Card Holder when making a Transfer Payment or other transactions, if the sending of such code for this type of transactions is provided for by the rules of the IPS and other payment systems.

**One-Time Confirmation Code** is a unique set of digital symbols formed and sent in an SMS message or Push Message to the User's Phone Number to confirm his/her will, validate the data entered by the Customer in cases stipulated by the Agreement, or for Registration, Authentication when accessing the Mobile Application or entering the Personal Account on the System Website.

**Personal Account** is a special section of the System Website available to the Customer after the Customer has passed the Authentication procedure.

**Authorization** is a procedure of obtaining by the Acquiring Bank the permission of the Issuing Bank for the Transfer Payment or other transaction based on the results of verification of the Customer's authorization data. The term "Authorization" hereunder shall be understood in the same sense as it is understood in the Rules of IPS and other payment systems and services.

**Acquiring Bank** is a credit institution that performs the whole complex of financial transactions related to Authorization, acceptance of the Transfer Payment and performance of other settlements and payments with the use of Card Details, Cards, including with the help of Apple pay, Samsung pay, Google pay, etc., IPS and other payment systems.

**Transfer Payment** is a transfer of funds by the Sender using the Card Details, Cards, including through Apple pay, Samsung pay, Google pay, etc., IPS and other payment systems and services, including the Transfer Amount and the Transfer Fee, from the Sender's bank or other account to the correspondent account of a credit institution opened with the Acquiring Bank.

**APK (Android Package Kit)** is a format of archived executable application files for Android and a number of other Android-based operating systems.

**Application for Making Changes to the Order** is the form of the Sender's application with the instruction to make changes to the Order set by the System Operator.

3.2. Other terms and definitions used in these Terms and Conditions, unless otherwise separately stipulated herein, shall have the meaning set forth in the System Rules posted on the official System Website <https://kwikpay.ru/> Terms denoting the singular number include the plural and vice versa.

3.3. Participant/Partner with the status of money transfer operator or System Operator could counteract with legal entities having status of operators of another payment systems to provide services of money transfers both through the System and through other payment systems, on the basis of bilingual agreements in accordance with the Civil Code of the Russian Federation, as well as in accordance with general federal and international legislation.

#### **4. General provisions**

4.1. These Terms and Conditions set out the procedure for making Money Transfers in the currency of the Russian Federation and foreign currency.

4.2. Customers shall be serviced in accordance with the Terms and Conditions. Specific conditions for accepting Transfers from Senders and/or disbursing Transfers to Recipients may be changed within the limits specified in the terms and conditions of Transfers, depending on the peculiarities of the legislation of the country of incorporation of a particular Party/third party, provided that such changes do not contradict the provisions hereof. The Terms and Conditions shall have the force of an adhesion agreement (offer) for the Customers and shall be deemed accepted:

4.2.1. by the Customer – upon submission of an Application for Making a Transfer/Application for Disbursing a Transfer through the Participant's/Partner's network.

The acceptance (agreement with these Terms and Conditions) of this Offer shall be recognized as signing by the Customer of the Application for Making a Transfer/ Application for Disbursing a Transfer or making transaction(s) to deposit cash in the Participant's/Partner's cash desk for making a Transfer;

4.2.2. by the Customer – upon submission of the Order via Personal Account and/or System Website and/or Mobile Application or Application for Disbursing a Transfer to the Participant/Partner.

The acceptance (agreement with these Terms and Conditions) of this offer shall be recognized as pressing the “Send”/“Continue” button when the Order is given by the Sender;

4.2.3. by the Participant/Partner/third party – upon conclusion of the relevant agreement thereby.

4.3. Information on addresses and working hours of Points-of-Service, as well as on directions and amount of Transfer Fee is available on the System Website and is provided by phone: + 8 (495)1856129.

4.4. The acceptance and disbursement of a Money Transfer shall be executed in accordance with the procedure established by the applicable legislation of the country, including the law on combating money laundering and terrorism financing, as well as in accordance with the regulations adopted by the country's Central (national) Bank.

4.5. By concluding an Agreement with the System Operator (accepting these Terms and Conditions) the Customer hereby confirms that:

– such agreement does not deprive the Customer of rights, usually granted under such agreements;

- such agreement neither excludes nor limits the liability of the System Operator, the Customer for breach of obligations;
- such agreement does not contain other conditions that are obviously burdensome for the Customer, which the Customer, based on his/her reasonably understood interests, would not accept if the Customer had an opportunity to participate in their determination;
- the Customer is familiar with and fully agrees to the Terms and Conditions, the provisions of which the Customer understands and undertakes to strictly comply with;
- prior to conclusion of such agreement the Customer has received the following information from the System Operator/Participant/Partner, which is understandable for the Customer:
  - the name and location of the System Operator/Participant/Partner, as well as the number of the Participant's/Partner's banking license;
  - the amount and procedure of charging the Transfer Fee from an individual in case of charging remuneration according to the Tariffs posted on the System Website;
  - methods of fx - rate determination shall applied for Money transfers in foreign currencies (if a currency of Money transfer available by Sender is different from currency of money available to Recipient). methods of submitting claims and the procedure of their consideration, including information for communication with the System Operator;
  - about possibility at sole discretion of Operator to route the Transfer, including the choice of the payment system within the Transfer shall be performed;
  - about possibility of Partner/Participant that has status of money transfer operator at sole discretion to choose a payment system to perform money transfer.

## **5. Procedure for making Money Transfers with cash deposit**

5.1. A Money Transfer shall be sent on the basis of the Application for Making a Transfer, which shall be executed by an employee of the Sending Party in electronic form in accordance with the information provided by the Sender on the details of the Transfer and the identity document, regardless of the Transfer Amount.

5.2. The Sender undertakes to familiarize himself/herself with the restrictions on the currency of the Money Transfer disbursement with the Executing Party immediately before signing the Application for Making a Transfer. The completed Application for Making a Transfer shall be printed in two copies and submitted for verification and signature to the Sender.

5.3. The Sender shall verify the correctness of filling in all data in the Application for Making a Transfer. The accuracy and correctness of all information specified in the Application for Making a Transfer shall be certified by the Sender's handwritten signature.

5.4. The Application for Making a Transfer shall contain the following information:

- the Sender's full name and phone number (if any), and if the Application for Making a Transfer is filled in by the Representative, the Representative's full name;
- the Sender's birth date;

- the Sender's address of residence (registration) or place of stay / Taxpayer's ID (if any)
- details of the identity document of the Sender, and if the Application for Making a Transfer is filled in by the Representative, details of the identity document of the Representative and the document confirming his/her authority;
- amount deposited;
- name of the currency of the money transfer;
- transfer fee;
- amount of transfer disbursement;
- purpose of transfer;
- money transfer control number;
- name and address of the Sending Party;
- the Recipient's full name and telephone number (if any);
- in case of Unaddressed Transfers – only the Transfer Disbursement Country.
- date and signature of the Sender (or his/her Representative).

When making money transfers paid in a currency other than the currency paid by the Sender, the exchange rate and the amount of the money transfer in the currency of payment shall also be indicated.

The list of data specified in the Application for Making a Transfer may be supplemented by the Participant/Partner in accordance with the requirements of the legislation of the Participant's/Partner's country.

5.5. In cases established by the legislation, in order to make a money transfer, the Sender or his/her Representative shall:

- present a passport or other identification document;
- provide documents confirming the source of origin of funds (in accordance with the legislation of the Sending Party's country);
- for the Representative: provide documents confirming his/her authority to act on behalf of the Sender on the basis of a notarized power of attorney;
- provide other information or documents stipulated by the current legislation of the Sending Party's country.

5.6. The System Operator or Participant/Partner shall have the right to set minimum and maximum Transfer Amounts.

5.7. Money Transfer Fee:

5.7.1. The amount of the Fee for making a money transfer shall be notified to the Sender by the Sending Party and shall be indicated in the Application for Making a Transfer.

The Sender shall pay the Transfer Fee, which may be charged:

- as a percentage of the Transfer Amount;

- in a fixed amount depending on the Transfer Amount;
- in a combination of a fixed amount and a percentage of the Transfer Amount.

The Transfer Fee shall be paid by the Sender simultaneously with the Transfer Amount directly to the Sending Party.

5.7.2. In case of Transfer in foreign currency, the Sender shall be charged the Fee at the System Operator's exchange rate set on the date of the Transfer acceptance, and the currency of the Fee shall be determined by the System Operator.

5.7.3. In case the amount of the Transfer Fee in foreign currency differs from the integer value of the foreign currency, the Fee amount shall be rounded upwards to the integer value. If the Sender does not agree with the rounding of the Fee in foreign currency upwards, the Sender shall pay the Fee in the currency of the Russian Federation.

5.7.4. The currency of the Transfer Fee (the currency of the Transfer or the national currency of the country where the Transfer is accepted, which differs from the currency of the Transfer) shall be determined by the Sending Party independently, based on the current legislation of the country of its incorporation.

5.8. Upon acceptance of the Money Transfer by the Sending Party or after the Transfer Payment Irrevocability occurs, the System shall automatically assign a TCN to the Money Transfer.

5.8.1. Irrevocability of the Transfer shall occur at the moment when the Sender provides the funds to the Sending Party.

5.9. The Sender shall independently notify the Recipient of sending the Transfer thereto under his/her own responsibility, and shall inform the Recipient of the Transfer Control Number. The Sender shall be personally responsible for communicating the Transfer Control Number to the Recipient.

5.10. The time for disbursement of the Transfer shall take up from ten minutes from the moment of its sending. In some countries it is possible to establish other terms of money transfer disbursement, the information about which should be specified by the Sender independently.

5.11. An Unaddressed Transfer shall be available for disbursement to the Recipient in all POS of the System in the territory of the country of disbursement, even if a specific city of the Transfer receipt was specified when sending the Transfer.

5.12. The Sending party, upon acceptance of Transfer from the Sender must check if funds were transferred without the voluntary consent of the client in accordance with applicable law. If Sending Party detects relevant signs of money transfer without the voluntary consent of the client, it take measures to counter the implementation of money transfers without the voluntary consent of the client in accordance with applicable law.

## **6. Procedure for the disbursement of Money Transfers in cash**

6.1. The Recipient shall have the right to apply to the Executing Party for receipt of the Transfer within one hundred and eighty (180) calendar days from the date of its sending. Further, the

Transfer becomes available for disbursement only to the Sender for a period of three years from the date of its sending.

In order to receive the Transfer, the term of which exceeds one hundred and eighty (180) calendar days from the date of its sending, the Sender must write an application for the Transfer unarchiving.

Unclaimed funds shall be kept within the general limitation period established by the legislation of the Russian Federation.

6.2. The Sender shall independently notify the Recipient of the Transfer sent thereto, specifying information on the TCN, amount and currency of the Transfer, address and POS of the Executing Party. The System Operator/Sending Party/Executing Party shall not be responsible for notification (or non-notification) of the Recipient and all negative consequences.

6.3. The Transfer shall be disbursed to the Recipient by the Executing Party determined in accordance with the Application for Making a Transfer:

- in case of Unaddressed Transfer: by any Participant/Partner of the System in a certain Transfer Disbursement Country, if a certain POS is not specified in the Application for Making a Transfer/Order for Making a Transfer.

6.4. The grounds for the disbursement of the Transfer to the Recipient shall be the Application for Disbursing a Transfer signed by the Recipient.

The Executing Party must identify the Recipient in cases established by the applicable legislation and shall have the right to include in the Application for Disbursing a Transfer form additional information established by the legislation of the country of the Executing Party's incorporation.

The Executing Party must check if funds transferred without voluntary consent of the client. If Executing Party discovers the respective signs of transferring funds without the voluntary consent of client, to immediately send information about each fact to the Sending Party.

6.5. The Recipient shall provide a document confirming his/her identity (the Representative shall provide a document confirming the Representative's authority in addition to the document confirming the Representative's identity), name the control number of the Transfer, the Sender's full name, currency and the Transfer Amount. Based on this information, the Executing Party's employee shall determine the receipt of the Money Transfer.

6.6. The Money Transfer shall be disbursed:

6.6.1. provided that the last name, first name and patronymic (if specified) in the electronic order for disbursement of the Money Transfer received by the Recipient's Bank match the data in the identity document provided by the Recipient;

6.6.2. provided that the last name and first name match in the situation when the Recipient presents the identity document specifying the patronymic, but the patronymic was not specified in the electronic Order;

6.6.3. provided that the last name and first name match in the situation when the Recipient presents the identity document without specifying the patronymic, but the patronymic was specified in the electronic Order;

6.6.4. the exception is the disbursement of Electronic Money Transfers (mobile transfers and transfers from Electronic Wallets):

- the full last name, first name and patronymic (unless otherwise stipulated by the law or national custom) of the Sender and the Recipient must be indicated;
- disbursement shall be performed when the data specified in the electronic order for disbursement of the Money Transfer fully match the data in the identity document provided by the Recipient.

6.6.5. sub-clauses 6.10–6.13. shall be effective only if the following mandatory details have been simultaneously communicated by the Recipient and matched: the Money Transfer Control Number, amount and currency of the Money Transfer.

In case of inconsistency of the said details, the Executing Party shall refuse to disburse the Money Transfer and request the Recipient to clarify the details of the Money Transfer with the Sender, and then apply for the Money Transfer again.

6.7. Disbursement of the Money Transfer shall be made by the Executing Party on the basis of the Application for Disbursing a Transfer.

6.8. The Application for Disbursing a Transfer shall be executed electronically by an employee of the Executing Party in accordance with the information provided by the Recipient (his/her Representative) and on the basis of the identity document of the Recipient (the Representative's documents). The completed Application for Disbursing a Transfer shall be printed in duplicate and submitted to the Recipient (his/her Representative) for verification and signing.

6.9. The Recipient (his/her Representative) shall verify that all data in the Application for Disbursing a Transfer is filled in correctly. The accuracy and correctness of all information provided in the Application for Disbursing a Transfer shall be certified by the Recipient's (his/her Representative's) handwritten signature.

6.10. The Application for Disbursing a Transfer must contain the following information:

- Transfer Amount;
- amount and currency of the Transfer disbursement;
- country of the Transfer origin;
- date of sending the Transfer;
- Transfer Control Number;
- full name of the Recipient and details of the Recipient's identity document;
- address of the Recipient's place of residence (registration) or place of stay/Taxpayer's ID (if any);
- full name of the Sender (optional);

- the Recipient's phone number (if any);
- the Recipient's (or his/her representative's) signature.

6.11. The list of data specified in the application for disbursing a transfer may be supplemented by the Participant/Partner in accordance with the requirements of the legislation of the Participant/Partner.

6.12. To make the money transfer payment, the Recipient shall:

- have a passport or other document certifying his/her identity. If the Recipient's Representative acting under a power of attorney applies for receiving the Money Transfer, the Recipient's Representative shall submit a passport or other identity document of the Representative and a duly executed notarized power of attorney;

- submit other information or documents provided for by the applicable legislation of the Executing Party's country.

6.13. The Transfer disbursement is also allowed, subject to the Transliteration Rules, in case of discrepancies in the spelling of the Sender's or Recipient's data in the Electronic Order and the identity document presented by the Recipient in the following cases:

- 1–2 errors in the spelling of the data caused by the possibility of different variants, abbreviations or misprints;
- if the national civil passport does not provide for a patronymic, but the patronymic is indicated in the transaction information received (in this case, the patronymic is used as an additional identifier);
- if the national civil passport does provide for a patronymic, but the patronymic is not indicated in the transaction information received;
- if the transaction information received contains the last name, first name and patronymic of the Recipient/Sender in Latin letters, while the identity document contains Russian letters, and vice versa;
- if the fields "Recipient's/Sender's Last Name", "Recipient's/Sender's First Name" and "Recipient's/Sender's Patronymic" are filled out in an incorrect sequence, but at the same time allow to unambiguously identify the customer in accordance with his/her identity document<sup>1</sup>;

---

<sup>1</sup> For example,

Example No.	Software	ID document												
1.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Last name</td> <td style="width: 33%;">Ivan</td> </tr> <tr> <td>First name</td> <td>Ivanov</td> </tr> <tr> <td>Patronymic</td> <td>Ivanovich</td> </tr> </table>	Last name	Ivan	First name	Ivanov	Patronymic	Ivanovich	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Last name</td> <td style="width: 33%;">Ivanov</td> </tr> <tr> <td>First name</td> <td>Ivan</td> </tr> <tr> <td>Patronymic</td> <td>Ivanovich</td> </tr> </table>	Last name	Ivanov	First name	Ivan	Patronymic	Ivanovich
Last name	Ivan													
First name	Ivanov													
Patronymic	Ivanovich													
Last name	Ivanov													
First name	Ivan													
Patronymic	Ivanovich													

- if the full name of the Recipient/Sender is indicated in the dative case in the Transfer details;

6.14. The Participant/Partner has the right to refuse to disburse the Transfer in the following cases:

- failure of the Recipient (Representative) to submit an identity document (as well as failure of the Representative to submit a document certifying his/her authority to act on behalf of the Recipient), or any other document in accordance with the legislation of the country where the Transfer is disbursed;

- failure of the Recipient to provide the necessary information;
- absence of information on the Sender's registration address in the System Software;
- presence of information on participation in terrorist activities in respect of the recipient, obtained in accordance with the legislation "On Combating Money Laundering and Terrorist Financing" of the country where the Transfer is disbursed;

- presence of Information about the Transfer with characteristics of the transfer of funds without the voluntary consent of the client.

6.15. When the Sender applies to the hotline of the System Operator or the Participant/Partner with a request to suspend the disbursement of a Money Transfer, the Participant/Partner/System Operator shall have the right to block the disbursement of the Transfer for a period not exceeding four hours, if the Sender provides his/her passport data with the following check information of the Transfer, which is required to be temporarily blocked by oral request of the Sender:

- Transfer Control Number;
- Full name of the Recipient;
- Amount and Currency of the Transfer;
- Full name of the Sender;

Upon expiration of the specified period for the suspension of the disbursement of the Transfer and in the absence of a written application from the Sender to suspend the disbursement of the Transfer, the Participant/System Operator shall unblock the disbursement of the Transfer.

If the System Operator/Participant/Partner suspects fraudulent actions when receiving the Transfer by the Recipient, the System Operator/Participant/Partner or performance of money transfer

2.	Last name	Ivan Ivanovich	Last name	Ivanov
	First name	Ivanov	First name	Ivan
	Patronymic		Patronymic	Ivanovich

without voluntary consent of client shall have the right to block the Transfer until clarification of circumstances that caused such suspicions.

6.16. The Recipient, if technically possible, may send to the Participant/Partner a Request for Disbursing a Transfer to the Card issued by the Issuing Bank being the Participant/Partner in respect of the Transfer made to be received in cash in the currency of the Russian Federation in the territory of the Russian Federation if the initials of the Card Holder embossed on the Card and the full name of the Recipient match (using the same type of alphabet – Latin, Cyrillic, etc.), for which purpose after Authentication in the Mobile Application (or in other remote banking channels of the Issuing Bank being the Participant/Partner, if technically possible):

6.16.1. clicks on the “Kwikpay Transfer Crediting” button;

6.16.2. chooses the Card issued by the Issuing Bank being the Participant/Partner;

6.16.3. enters the TCN and the disbursement amount.

The Customer agrees and acknowledges that the analog of the User's handwritten signature certifying the Request for Disbursing a Transfer and the authenticity of all the information provided by the User is the entry of the One-Time Confirmation Code after performing the actions specified in Clauses 6.17.1. – 6.17.3. hereof.

The Customer certifies the Request for Disbursing a Transfer by entering the One-Time Confirmation Code after performing the actions specified in Clauses 6.17.1. – 6.17.3. hereof.

The Customer agrees to the terms and conditions of the additional service “Request for Disbursing a Transfer” by ticking the relevant checkbox to agree with its terms and conditions, the calculation and procedure of charging the Fee for its provision, and entering the One-Time Confirmation Code after performing the actions specified in Clauses 6.17.1. – 6.17.3. hereof.

The Customer confirms that he/she is informed that he/she is entitled to receive the Transfer in cash and realizes that the additional service “Request for Disbursing a Transfer” does not limit his/her rights as a consumer of financial services.

6.16.4. A Request for Disbursing a Transfer shall be deemed fulfilled when the Issuing Bank, being the Participant/Partner, sends an order to credit the Transfer amount to the Card details (net of the System Operator's/Participant's/Partner's Fee). The period for crediting the funds is beyond the control of the System Operator and is determined by IPS and other payment systems, where the Issuing Bank is a participant.

6.16.5. In case the Tariffs provide for charging a fee of the System Operator/Participant/Partner for the provision of additional service “Request for Disbursing a Transfer”, such Fee shall be charged from the Transfer amount, as a result of which the Transfer amount will be transferred to the Customer less the fee of the System Operator/Participant/Partner. By submitting a Request for Disbursing a Transfer, the Customer agrees with such order of charging the System Operator's/Participant's/Partner's Fee.

6.16.6. These Terms and Conditions do not provide for the possibility of canceling the Request for Disbursing a Transfer.

No change in the Recipient's data shall be allowed after the Request for Disbursing a Transfer has been submitted to the Issuing Bank being the Participant/Partner, and no refund shall be made on the Customer's initiative.

## **7. Procedure for changing the terms and conditions of Money Transfers**

7.1. The Sender shall have the right to change the terms and conditions of the Transfer previously made before its disbursement by submitting to the POS of the Sending Party, from which the Transfer was made, an Application for Making Changes to the Transfer in the written form established by the Operator, as well as via the Mobile Application (if technically possible). Changing the terms and conditions of the Transfer via the Mobile Application is limited to three (3) times.

7.2. The Sender's application to change the Transfer shall be accepted by the Sending Party, provided that:

- the Transfer maintains the status of "accepted" in the System software at the moment of submission of the said Application (the Transfer has not been disbursed yet);
- the Sender shall present a passport or other identification document to the Sending Party;

7.3. The Sender shall have the right to change the following terms and conditions of the Transfer:

- Full name of the Recipient;
- POS of the Transfer, but only to the POS of the previously indicated Executing Party and if feasible for the relevant Party.

If it is necessary to change other terms and conditions of the Transfer, the Sender shall have the right to cancel the Transfer previously made in accordance with the procedure provided by Section 8 of the Terms and Conditions and make a new Transfer.

7.4. In case of change of the terms and conditions of the Transfer, the Sending Party shall make an electronic notification on the change of the terms and conditions of the Transfer in the System at the moment of receipt of an Application for Making Changes to the Transfer from the Sender.

The Sender shall personally notify the Recipient on changing the terms and conditions of the Transfer on his/her own responsibility and inform the Recipient of the mandatory details for the disbursement of the Transfer provided for in these Terms and Conditions. The System Operator/Sender/Sending Party/Executing Party shall not be responsible for notification (or non-notification) of the Recipient by the Sender.

7.5. Approval of electronic notifications for Unaddressed Transfers is automatic.

7.6. If a Transfer Order is sent via the Mobile Application, the Customer should go through the Authentication procedure, go to the Transaction history, select the Transfer whose terms and conditions should be changed and click on the "Change" icon. Then, it is necessary to enter the data of

the Sender's Card from which a Transfer Order was submitted. To verify the correctness of the data, 1 Russian ruble will be debited from the account linked to the Customer's Card and immediately returned.

If the Transfer Payment was made via Apple Pay, Samsung Pay, Google Pay, etc., the terms and conditions of the Transfer Order cannot be changed.

It is impossible to change the terms and conditions of the Transfer Order sent via the System Website.

Changes to the terms and conditions of the Transfer Order shall be made provided that:

- the Transfer maintains the status of "accepted" in the System software at the moment of submission of the said Application (the Transfer has not been disbursed yet);

The Sender shall have the right to change the following terms and conditions of the Transfer:

- Full name of the Recipient;

## **8. Procedure for cancellation of Money Transfers**

8.1. The Money Transfer shall be canceled on the basis of a duly executed application of the Sender in the prescribed form.

8.2. The Transfer may be canceled in the following cases:

- at the initiative of the Sender;
- at the initiative of the System Operator unilaterally in the following cases:
  - a. termination of cooperation of the System Operator with the Executing Party;
  - b. occurrence of other circumstances that make it impossible for the Executing Party or other Participant/Partner to disburse the Transfer to the Recipient for reasons beyond the control of the Sender and the Recipient;

- c. in case of revocation of license of the Executing Party specified in the Application for Making a Transfer, due to which it is impossible to disburse a Money Transfer, the System Operator or CPCC or Settlement Center through the Participant/Partner shall return the Transfer Amount and the Transfer Fee to the Sender.

Transfer Cancellation at the initiative of the System Operator and refund of the Transfer Amount in the currency of the Transfer shall be made to the account linked to the Card by means of which the Transfer Payment was made. In other cases, the Transfer shall be canceled in the way specified by the Sender in his/her application sent to the System Operator (in case of sending a Transfer paid in cash – cash disbursement in the POS of the Sending Party). If the Sender does not notify the System Operator about the method of return of the Transfer, the Transfer shall become available for disbursement to

the Sender only within three (3) years from the date of its sending. It is impossible to cancel a Transfer to a bank account/e-money account/electronic wallet opened outside the Russian Federation.

8.3. Application for Canceling a Transfer shall be accepted by the Participant/Partner provided that the Sender presents a passport or other identification document, and provided that the transfer has not been disbursed at the time of submission of the said application.

8.3.1. Cancellation of the Transfer made via the Mobile Application and/or the System Website at the initiative of the Sender.

The Sender has an opportunity to cancel the Transfer made via the Mobile Application or the System Website by the following methods:

8.3.1.1. receive the amount of the Transfer in cash in the manner described in Clause 8.2 of these Terms and Conditions and only upon written notification from the Sender that the Card account from which the Transfer was made without opening an account is closed/restricted for accepting funds by the issuing bank;

This method is implemented only if the Transfer is not disbursed to the Recipient.

8.3.1.2. if it is technically possible, by Transfer Cancellation by Disbursement to the Card, receive the amount of the Transfer by crediting it to the Card account that was used to pay for the Transfer;

This method is provided only to the Users who have submitted a Transfer Order via the Mobile Application with cash disbursement to the Recipient and before cash disbursement to the Recipient.

To implement this method, the User/Sender should push the "Refund" button for a specific Transfer, the information about which is specified in the Mobile Application.

The Customer/User agrees and acknowledges that the analog of the User's handwritten signature certifying the Transfer Cancellation by Disbursement to the Card and the authenticity of all the information provided by the User is the entry of the One-Time Confirmation Code after performing the actions specified in this clause hereof.

By entering the One-Time Confirmation Code, the Sender instructs the Participant/Partner to refund the Transfer Amount to the Card account that was used for the Transfer Payment.

When making refund of the Transfer in accordance with this clause, an amount equal to the amount provided to the Sending Party as a Transfer less the fee of the System Operator/Sending Party/Executing Party shall be transferred to the Customer using PAN of the Card (Number on the Card). Fee of the System Operator/Sender/Sending Party/Executing Party in this case shall not be refunded due to proper fulfillment by the System Operator/Sender/Sending Party/Executing Party (if any) of their obligations under these Terms and Conditions.

8.3.1.3. receive the funds in the manner specified in this clause, with the Transfer Amount being credited to the Card account that was used to make the Transfer, provided that the Transfer is not disbursed to the Recipient.

If the Sender/Card Holder has submitted an Order within the amount of the Transfer for which simplified identification is allowed in accordance with Federal Law No. 115-FZ dated August 7, 2001 "On

Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing”, the Sender/Card Holder shall have the right to cancel the Transfer after authorization in the Mobile Application of their Verified Account<sup>2</sup>.

In other cases, the Sender/Card Holder shall send the following documents to the System Operator to the e-mail address [help@kwikpay.ru](mailto:help@kwikpay.ru)

a) a duly executed Application for Canceling a Transfer (scan copy or photo), with a handwritten signature. The template form can be found on the System Website at kwikpay.ru;

б) a scan copy or photo of the identity document specified in the Terms and Conditions (a spread with photo, data and signature).

The System Operator shall have the right to request the above mentioned and other documents in the original, as well as passing by the Sender/Card Holder of the identification procedure at the Participant/Partner of the System, and Participant/Partner shall promptly provide such services.

8.3.1.4. A Money Transfer made by the Sender in the currency of the Russian Federation or a foreign currency and converted by the System into another currency on the basis of the Application for Making a Transfer or the Order, shall be returned to the Sender in the currency of the accepted Money Transfer (deposited in the cash desk of the Sending Party) in case of cancellation.

Transfer Cancellation is allowed in case of discrepancies in the spelling of the Sender's or Recipient's data in the Order and the presented identity document and vice versa in the following cases:

- if the fields “Recipient's/Sender's Last Name”, “Recipient's/Sender's First Name” and “Recipient's/Sender's Patronymic” are filled out in an incorrect sequence, but at the same time allow to unambiguously identify the customer in accordance with his/her identity document<sup>3</sup>;
- if the full name of the Recipient/Sender is indicated in the dative case in the Transfer details;

<sup>2</sup> when implementing this function in the Mobile Application

<sup>3</sup> For example,

Example No.	Software		ID document	
1	Last name	Ivan	Last name	Ivanov
	First name	Ivanov	First name	Ivan
	Patronymic	Ivanovich	Patronymic	Ivanovich
2.	Last name	Ivan Ivanovich	Last name	Ivanov
	First name	Ivanov	First name	Ivan
	Patronymic		Patronymic	Ivanovich

- if the national civil passport does not provide for a patronymic, but the patronymic is indicated in the transaction information received (in this case, the patronymic is used as an additional identifier);
- if the national civil passport does provide for a patronymic, but the patronymic is not indicated in the transaction information received;
- if the last name, first name, patronymic of the Recipient/Sender is specified in Latin alphabet in the Order, and in the identity document – in Cyrillic alphabet, and vice versa, the Transfer shall be canceled on condition that the Sender informs the System Operator of the One-Time Confirmation Code sent to the phone number specified in the Order. In case of mismatch of the One-Time Confirmation Code/absence of access to the Phone Number, the Transfer may be canceled upon full identification in the office of the Participant/Partner;
- if the Sender's full name specified in the Order is different from the one specified in the Sender's identity document, while other passport data specified in the Order matches the data in the Sender's identity document;
- if the passport data specified in the Order differs from those specified in the Sender's identity document, while the Sender's full name specified in the Order matches the Sender's identity document;

In this case, the cancellation shall be carried out provided that the Sender informs the System Operator of the One-Time Confirmation Code sent to the phone number specified in the Order and the Card Holder's initials embossed on the Card match the Sender's full name specified in the Order. In case of mismatch of the One-Time Confirmation Code/no access to the Phone Number and/or matching the Card Holder's initials embossed on the Card, through which the Transfer Payment was made, with the Sender's full name specified in the Order, Cancellation is possible only upon full identification in the office of the Participant/Partner. If the Card is unembossed, the Sender shall attach documents (originals/copies duly certified in accordance with the current legislation of the Russian Federation) confirming that the Sender owns the funds and the said Card (including documents provided by the Issuing Bank of the Card). In case of failure to provide the above documents, the Customer has access only to the procedure specified in Clause 8.3.1.3 hereof.

8.3.1.5. If the Sender's full name and passport data specified in the Order are different from those specified in the Sender's identity document, or there are no passport data in the Order<sup>4</sup>, the Transfer cannot be canceled. The Sender/Card Holder owing the Card, by means of which the Transfer was paid, shall apply to the Issuing Bank with an application to dispute the Transfer Payment according to the rules of the IPS or other payment system within the framework of which the Card was issued (Chargeback procedure).

8.4. The Transfer shall be canceled at the initiative of the Sender:

8.4.1. Cancellation of Unaddressed Transfer.

---

<sup>4</sup> unless otherwise provided for in the functions

The Sender shall submit an Application for Canceling a Transfer in the form set by the System Operator to the POS of the Participant/Partner in the territory of the sending country where the Transfers are disbursed. Application for Canceling a Transfer shall be made by visiting the Participant's/Partner's respective POS. The exception is the Participant's/Partner's POS using an integration solution. Addresses of the Participants'/Partners' POSs, where it is possible to submit an Application for Canceling a Transfer, can be specified on the System Website or this information can be provided by phone: 8 (495) 198-55-55.

In fact, the cancelation shall take place through disbursement of the Transfer to the Sender and, accordingly, the status of this revoked Transfer in the System software shall be indicated as "disbursed". Unaddressed Transfer is canceled automatically and does not require the approval of the Executing Party.

The Sender shall not be charged an additional fee for the refund of the Transfer amount, and the Transfer Fee shall not be refunded, unless otherwise specified in the agreement with the Partner/Participant.

8.5. The Transfer shall be unilaterally canceled by the System Operator on its own initiative by assigning the status "canceled" to the Transfer in the System software on the next business day after the occurrence of circumstances specified in the Rules, without Electronic Notification of the respective Parties.

8.6. If the Transfer is canceled due to the termination of cooperation between the System Operator and the Executing Party or other circumstances that make it impossible for the Executing Party or the Participant/Partner to disburse the Transfer to the Recipient for any reasons beyond the control of the Sender and the Recipient, the Transfer Fee previously paid by the Sender shall be refunded to the Sender.

8.7. The amount of the canceled Transfer shall be paid to the Sender:

- in case of cancelation of the Unaddressed Transfer – by the Participant/Partner to which the Sender has applied.

8.8. In cases when the amount of the canceled Transfer cannot be paid to the Sender by the Sending Party for any reason, the Transfer amount may be refunded to the Sender by the System Operator or Settlement center through another Participant/Partner. In this case, the System Operator shall notify the respective Sending Party about the payment, and the respective Sending Party shall reimburse to the System Operator the amount paid by the latter to the Sender in accordance with the procedure established for mutual settlements of Participants/Partners of the System.

8.9. When canceling a Bi-currency Transfer, the Sender shall receive the transfer amount at the System rate for canceled transfers on the day of disbursement.

8.10. No refunds are made for the amounts of Transfers sent for crediting to the accounts of individuals or in favor of legal entities. In order to refund, the Sender shall apply directly to the relevant legal entity or the credit organization where the Recipient's account is opened. If such recourse is not

possible, the Sender may submit an application through the Sending Party. The System Operator will take all possible measures, but at the same time it does not guarantee the refund of the Transfer amount due to circumstances beyond its control. Individuals will be reimbursed for canceled Transfers received in non-cash form from Cards or foreign currency bank accounts opened with other credit institutions in the currency of such Transfers.

#### **9. Mobile device security requirements when using the Mobile Application**

9.1. The Customer shall observe the following safety measures of use:

- do not leave their mobile device unattended;
- do not give their mobile device to third parties;
- ensure an appropriate level of security on the mobile device using anti-virus software (if available for this type of mobile device), means of authentication, both built-in in the mobile device and other means recommended by the manufacturer of the mobile device;
- make sure that no third-party authentication tools are registered on the mobile device;
- do not disclose their own authentication tools on the mobile device, which are confidential information, to third parties;
- immediately replace the authentication tools if they are suspected of being compromised;
- delete all personal data, financial information from the mobile device, the use of which is discontinued, or if it is necessary to take the device to an organization that performs repairs;
- contact the System Operator immediately, in case of suspicion of any unauthorized use of the mobile device, as well as in case of loss of the mobile device;
- do not block any security features provided on the mobile device;
- do not expose the mobile device to privilege escalation or mobile operating system hacking;
- do not use the Mobile Application when connected to public wireless networks.

#### **10. Restrictions applicable when making Money Transfer**

10.1. Money Transfers are subject to the following restrictions:

- a) restrictions on the purpose of the Money Transfer – transfers not related to business activities, investments, operations with securities may be made under these Terms and Conditions;
- б) restriction on the Customer – he/she must not be a foreign public official or a close relative of a foreign public official; must not be an official or a close relative of an official of public international organizations; must not occupy a public position in the RF in accordance with the list of public positions provided by the Bank of Russia;
- в) restrictions on the Recipient of funds – Recipients of funds may be individuals and legal entities;
- г) restrictions on the Transfer Amount:

The minimum amount of the Money Transfer in foreign currency is one (1) unit of foreign currency, in particular, the minimum amount of the Money Transfer in US dollars is one (1) US dollar or one (1) euro in case of money transfer in euro.

Additional restrictions on the Transfer amount are posted on the official System Website:  
restrictions on money transfers related to the status of the Sender or the Recipient:

Transfers of individuals being residents of the RF in favor of other individuals being residents of the RF in foreign currency within the territory of the Russian Federation are not allowed.

An individual being non-resident of the Russian Federation has the right to make a Money Transfer within the territory of the Russian Federation in the currency of the Russian Federation and foreign currency without limitations.

10.2. In addition to the provisions specified in Clause 10.1. hereof, restrictions may apply relating to:

- currency of the transfer – for international (cross-border) Transfers, restrictions may apply taking into account the requirements of the legislation of the state in the territory of which the Transfer is received and the state in the territory of which the Transfer is executed (disbursed);
- minimum (maximum) Transfer Amount – restrictions may be effective in accordance with the legislation of the relevant state or set by the System Operator in coordination with the Participants/Partners.

10.3. The System Operator shall have the right to establish other restrictions in terms of Money Transfer in accordance with the current legislation of the Russian Federation. In this case, restrictions shall be set by the relevant order of the System Operator.

## **11. Identity documents of individuals/Customer identification procedure**

11.1. When making a Money Transfer, the Sender (its Representative) shall present an identity document to the Sending Party regardless of the amount of the Money Transfer.

Presentation of identity documents is also mandatory when the Transfer is received by the Recipient (its Representative), when the terms and conditions of the Transfer are changed and when the Sender cancels the Transfer.

11.2. In accordance with the current legislation of the Russian Federation, identity documents for citizens who have reached the age of 14 shall include:

11.2.1. For citizens of the Russian Federation:

- General civil passport of a citizen of the Russian Federation;
- Russian citizen's passport, certifying the identity of citizen of the Russian Federation outside the Russian Federation;
- Military card;
- Military ID;
- Temporary ID card of a citizen of the Russian Federation, issued by an internal affairs body before issuing a passport (form 2P).

11.2.2. For foreign nationals:

- Passport of a foreign citizen;
- Other document recognized as an identity document in accordance with the

international treaty of the Russian Federation.

11.2.3. For stateless persons:

- Residence permit in the Russian Federation for stateless persons permanently residing in the territory of the Russian Federation;
- Temporary residence permit;
- Residence permit (issued by a foreign country);
- A document issued by a foreign state as an identity document of a stateless person.

11.2.4. For refugees:

- Certificate of consideration of the application for the recognition of a person as a refugee;
- Refugee ID.

11.3. If another person acts on behalf of the Customer, such person, in addition to identity documents, must present the original power of attorney, executed in accordance with the requirements of the current legislation of the Russian Federation, the requirements of these Terms and Conditions, which gives powers to perform the relevant actions on behalf of the represented person. The said power of attorney shall contain information about the representative and the principal: Full name, place of residence and identity document, as well as authorization to send/receive Money Transfers through the System. The power of attorney executed in a foreign language shall be legalized in accordance with the requirements of the legislation of the Russian Federation and submitted to the System Operator with a notarized translation into Russian.

11.4. The Sender or the Recipient who is not a resident of the state in the territory of which the Transfer is sent or paid must also present a document confirming his/her right to stay in the territory of this state.

11.5. The Participant/Partner shall refuse to execute a Money Transfer to Senders or Recipients who fail to present the above documents to the Participant/Partner, or who present documents that are invalid.

11.6. Participants/Partners shall have the right to independently establish the list of documents certifying the identity of customers and their right to stay in the territory of the Participant's state, which the Sender or the Recipient shall present to the Participant/Partner when sending or receiving a Money Transfer, in accordance with the legislation of the state in the territory of which the Money Transfer is sent or disbursed.

11.7. Participants/Partners in accordance with the requirements of the current legislation of the Russian Federation shall request information for the purposes of identification (simplified identification) of customers and beneficiaries being individuals and beneficial owners:

- last name, first name, patronymic (if the latter is available);
- date of birth;
- nationality;
- details of the identity document: series (if any) and number of the document, date of issue of the document, name of the issuing authority and the code of the subdivision.
- details of the migration card: card number, date of the beginning of the period of stay and date of the end of the period of stay in the Russian Federation.

Information on the migration card shall be established in respect of foreign persons and stateless persons staying in the territory of the Russian Federation, if the need for them to have a migration card is stipulated by the legislation of the Russian Federation;

- details of the document confirming the right of a foreign citizen or stateless person to stay (reside) in the Russian Federation: series (if any) and number of the document, date of the beginning of the validity period of the right to stay (reside), date of the end of the validity period of the right to stay (reside).

Information in this clause shall be established in respect of foreign persons and stateless persons staying in the territory of the Russian Federation, if the need for them to have a document confirming the right of a foreign citizen or stateless person to stay (reside) in the Russian Federation is stipulated by the legislation of the Russian Federation;

- address of the place of residence (registration) or place of stay.

Information shall be established on the basis of the following documents: address of residence (registration) in accordance with the mark in the passport of a citizen of the Russian Federation or passport of a foreign citizen, and in the absence of information on registration in the passport, the address of residence shall be indicated in accordance with the certificate of registration at the place of residence or the questionnaire “Information on the sources of origin of funds”. The address of the place of residence of foreign citizens or stateless persons is fixed on the basis of a temporary residence permit or a residence permit of a foreign citizen, a tear-off coupon of the notice of arrival with a stamp, signature and mark of the receiving party, in other cases – on the basis of information received from the customer in the questionnaire “Information on the sources of origin of funds” with a handwritten signature);

- taxpayer identification number (if available);
- information on the insurance number of the insured person's individual personal account in the mandatory pension insurance system (if available);
- contact information (e.g. phone number, fax number, e-mail address, postal address (if available));

– information on the sources of origin of the customer's funds and/or other property shall be established depending on the amount of the transfer. (Information from the customer's words, questionnaire on the origin of funds, documents confirming the source of origin of funds);

– information received for the purposes of simplified identification of customers being individuals:

- last name, first name as well as patronymic (unless otherwise provided by law or national custom);

- series and number of the identity document.

11.8. Participants/Partners have the right to request additional information and data in accordance with the current AML/CFT legislation of the Russian Federation.

## **12. Procedure for accepting Money Transfers made in favor of legal entities**

12.1. Money Transfers in favor of a legal entity shall be made on the basis of the relevant Application for Making a Transfer.

12.2. Money Transfers may be accepted for crediting to the account of individuals being customers of the legal entity, where appropriate.

12.3. In case of a refund of a Transfer related to incorrectly specified (unreliable) information in the Application for Making a Transfer, the fee paid by the Sender shall not be refunded.

12.4. Transfer sent to legal entities shall not be canceled or its details shall not be changed.

12.5. Relations between the legal entity being the recipient of the transfer and the Sender shall be governed by the agreement concluded between them and shall not be subject to these Terms and Conditions.

## **13. Terms of use of the Mobile Application, Personal Account, System Website**

13.1. The User shall be responsible for the accuracy of the information specified by him/her in the Mobile Application, in the Personal Account, on the System Website. By accepting the Terms and Conditions, the User guarantees that all information provided by the User to the System Operator in connection with the conclusion of this Contract is true, complete and accurate, the User has not concealed circumstances that could, if clarified, negatively affect the decision of the System Operator to conclude the Contract. The User agrees that any information contained in the Mobile Application, in the Personal Account, on the System Website may be checked or rechecked at any time by the System Operator, its agents and assignees, directly or with the help of specialized agencies, using any sources of information.

13.2. The Contract on the use of the Mobile Application/Personal Account/System Website shall be concluded by completing the procedure of Registration in the Mobile Application, Authentication in the Personal Account or actual use of the Mobile Application/Personal Account/System Website.

13.3. By executing the Contract, the User confirms that it does not belong to the categories specified in Article 7.3. of Federal Law No. 115-FZ dated August 7, 2001 "On Countering the Legalization

of Illegal Earnings (Money Laundering) and the Financing of Terrorism”, and the System Operator/Participant/Partner shall take measures to identify the sources of the User’s funds pursuant to Federal Law No. 115-FZ “On Countering the Legalization of Illegal Earnings (Money Laundering) and the Financing of Terrorism”.

13.4. By joining this Contract, the User hereby grants its consent to the System Operator to processing, including automated processing, of any information pertaining to the Customer’s personal data, including information provided at the Contract’s execution, pursuant to Federal Law No. 152-FZ dated July 27, 2006 “On Personal Data”, including gathering, systematization, accumulation, storage, refinement, usage, transfer, anonymization, blocking, destruction of personal data provided by the System Operator due to the Contract execution to perform contractual obligations, including to provide the Customers with the informational support pursuant to the provisions hereof and the requirements of the Russian legislation, as well as that the System Operator shall have the right to engage third parties, including entities, on contractual basis to perform functions of an information center to process the User’s personal data for the purposes specified therein provided such parties comply with the requirements of the Russian legislation on the User’s personal data confidentiality and security at their processing.

The User agrees that the System Operator processes the User’s personal data to perform the provisions of the Contract, in particular, to the following effect:

- the User’s registration in the Mobile Application and/or Personal Account on the System Website, effecting transfers by the User via the Mobile Application (if technically feasible), the Personal Account, the System Website;
- to liaise with the User, including to send notifications, requests and information concerning the use of Mobile Application and/or Personal Account and/or System Website, as well as to process the User’s requests and applications to provide technical support relating to the use of the Mobile Application, the Personal Account, the System Website;
- to improve the Mobile Application and/or the Personal Account and/or the System Website and their usability;
- to send information and advertising messages on the System Operator’s services, including by sending SMS Messages and Push Messages.

13.5. By joining this Contract, the Customer guarantees the System Operator that the the Customer’s/Recipient’s Mobile Phone Number specified for sending/receiving the Transfer under this or other contracts, pursuant to which the System Operator/Participant/Partner provide, or provided, the Customer with the transfer services, enables the System Operator/Participant/Partner to identify an individual who provided the similar mobile phone number to receive information on Transfers hereunder as a person sending/receiving the respective Transfers and that such provision of information on Transfers shall not be considered a disclosure of banking secrecy of the Customer/Recipient. The Customer undertakes, within the validity period of this consent, not to provide access to the SIM-card

with the Phone Number to third parties and to abstain from using the Phone Number registered to the legal person (corporate SIM-card), as well as to ensure performance of similar obligations by the Recipient. The Customer *inter alia* guarantees that the Recipient is an immediate user of communication services (subscriber) of the provided Recipient's Mobile Phone Number, including whenever it changes in the procedure envisaged by the corresponding Rules. Should the Mobile Phone Number of the Customer/Recipient be compromised, the Customer shall notify the System Operator thereon without delay by sending a registered mail with an enclosure list to the System Operator's address specified in the Uniform State Register of Legal Entities. Whereafter the System Operator suspends provision of services to the Customer hereunder for this Mobile Phone Number until the Customer changes this Mobile Phone Number to a different one. Should the Customer/Recipient fail to perform obligations envisaged therein, the Customer/Recipient shall be solely liable for the disclosure of information on the Transfers made by them. This consent shall be in effect during the whole validity period of the Contract, as well as within five (5) years from the date of its termination and could be withdrawn by sending a registered mail with an enclosure list the System Operator's address specified in the Uniform State Register of Legal Entities. Sending of the withdrawal of the Customer's consent pursuant to this clause shall be simultaneously considered the Customer's application to terminate the Contract.

13.6. The Customer grants its consent to receive from the System Operator, during the Contract term and after its expiration, information and/or advertising messages on the services and events provided/organized by the System Operator and/or by its partners (counterparties) in the frameworks of the services provided by the System Operator, using the Phone Number (including by making phone calls, sending SMS, emails with the use of information and communication services and/or messengers), by email address (if provided by the User), in social media, as well as by sending Push Messages.

13.7. When using the Mobile Application, the Personal Account, the System Website, including upon receipt of access thereto, the User shall be considered achieved full legal capacity. Using the the Mobile Application, the Personal Account, the System Website by the User under the age of 18 not having full legal capacity, shall be considered a significant Contract violation.

13.8. Information on the Contract execution is stored in the hardware and software complex of the System Operator in electronic form not less than five (5) years from the date of termination of relations with the User. Statements from the hardware and software complex of the System Operator can be used as an evidence when considering disputes, including in a judicial procedure.

13.9. The User pays the System Operator a commission for the services provisioning via the Mobile Application in accordance with the System Tariffs posted on the System Website.

13.10. The System Operator confirms that it is entitled to provide the User with the access to the Mobile Application and/or the Personal Account and/or the System Website pursuant to the Contract. Access provisioning to the Mobile Application and/or the Personal Account and/or the System Website does not infringe the rights and legitimate interests of third parties.

13.11. The User is entitled to use the Mobile Application and/or the Personal Account and/or the System Website worldwide.

13.12. Installation of the Mobile Application to a mobile device is effected with the help of App Store or Google Play applications (on the basis of the affiliation agreement between the User and the rightholders of the specified applications). The Mobile Application is available for installation in App Store, Google Play, App gallery, Rumarket, Nashstore, Rustore, GetApps as well as the official System Website by citizens registered in these resources from the territory of the Russian Federation.

The System shall not bear responsibility in case of application installation from third-party unreliable sources.

13.13. The right to use the Mobile Application and/or the Personal Account and/or the System Website is granted to the User free of charge. The User is informed that on installation of the Mobile Application to a mobile device a mobile network operator may charge fee for the use of Internet network according to the tariffs imposed.

13.14. The System Operator shall grant the User the right to use the Mobile Application and the System Website in the following procedure:

- the Mobile Application and the System Website can be operated on one mobile device belonging to the User;
- using the Mobile Application and the System Website for the intended functional purpose (for commercial purposes).

13.15. The System Operator and the User acknowledge that the Mobile Application and/or the Personal Account and/or the System Website are sufficient means to ensure safe operation to accept, transfer, process and store information, to protect information from unauthorized use, to authenticate and to confirm authorship of electronic documents transferred via the Mobile Application and/or the Personal Account and/or the System Website as well as to examine conflicts.

13.16. The System Operator provides support to the Users when using the Mobile Application and/or the Personal Account and/or the System Website.

13.17. The System Operator provides the User with new versions of the Mobile Application. The use of new versions of Mobile Applications is carried out by the User under the provisions of the Contract within the limits set to use the Mobile Application. The User is notified that by continuing to use the previous version of the Mobile Application subject to availability of a new version of the Mobile Application, the functionality of the previous version of the Mobile Application can not be fulfilled in full. At the same time the System Operator shall not be liable for any failures/defects (and their consequences) in the operation of the previous version of the Mobile Application.

13.18. In case of successful Registration in the Mobile Application, SMS Message or Push Message with a One-Time Confirmation Code will come to the Phone Number provided by a person. This code should be specified on the corresponding screen of the Mobile Application.

After this, the Mobile Application will offer to install the Password Code for further Authentication. It is required to enter the Password Code following the requirements specified in the Mobile Application.

13.19. Entry in the Personal Account shall be performed only after successful Authentication of the User.

13.20. The User undertakes:

13.20.1. not to perform any actions aimed to interrupt operation of the Mobile Application, to gain unauthorized access to the Mobile Application, including its source code and object code;

13.20.2. not to issue Orders via the Mobile Application (upon implementation of such technical capability) and/or the System Website with the use of the Card or the Card Details for the purpose of legalization (laundering) of proceeds of crime and financing of terrorism or meeting the criteria of unusual transactions specified in the documents of the Bank of Russia or the transactions bearing reputational risks for the System Operator;

13.20.3. not to issue Orders related to business activities and not to use the Card or Card Details for the payment of services prohibited by the legislation of the Russian Federation;

13.20.4. to use the Mobile Application and/or the Personal Account and/or the System Website for their functional purpose within the scope of rights and in the procedure envisaged in the Contract;

13.20.5. to keep confidential all the Codes obtained by the User. Under no circumstances the codes should not become known to other persons. In case of disclosure of any code to third parties, the System Operator shall not bear any responsibility, including be a party indemnifying potential losses of the Customer pursuant to disclosure of any codes to third parties.

13.21. The User shall not be entitled:

13.21.1. to create computer software and/or other results of intellectual activity and/or services with the use of the Mobile Application and/or the Personal Account and/or the System Website;

13.21.2. to reproduce, disseminate, modify or otherwise use the Mobile Application and/or the Personal Account and/or the System Website for commercial purposes;

13.21.3. to use the Mobile Application and/or the Personal Account and/or the System Website in the way expressly set forth herein;

13.22. to assign its rights and delegate its responsibilities hereunder to third parties;

13.23. the User shall regularly, but at least once a month, request the System Operator the information on amendments and supplements to these Terms and Conditions and/or the Tariffs. Visiting by the User of correspondent System Website Sections containing information on the valid Terms and Conditions and/or the Tariffs, as well as on amendments and supplements coming into effect, shall be considered equivalent to the User's request for corresponding information directly from the System Operator.

#### **14. The Procedure for Sending Transfers via the Mobile Application, the Personal Account, the System Website**

14.1. On realizing technical capability and functionality, the System Operator provides the Card Holders with the opportunity to effect Transfers with the use of the Customer's Card issued by the Issuing Banks being the Participants/Partners through the use of the Mobile Application and/or the Personal Account and/or the System Website. The System Operator provides the Cards Holder with the opportunity to effect Transfers with the use of the Mobile Application after Registration.

14.2. The procedure for sending the Order via the Mobile Application and/or the Personal Account and/or the System Website (if technically feasible).

14.2.1. Transfer sending via the Mobile Application and/or the Personal Account and/or the System Website shall be effected on the basis of the Sender's Order. The Sender undertakes to familiarize itself with the limits on the currency of the Transfer amount issuance on the part of the Executing Party just before the Order sending.

14.2.2. The Customer generates the Order by filling in the templates and fields on the System Website, in the Mobile Application by indicating information pursuant to p. 14.2.3. of these Terms and Conditions.

The Sender shall check the correctness of the Order filling in before certification of the Order. Accuracy and correctness of all the information specified in the Order is verified by pressing "Send"/"Continue" button by the Sender.

The Fee amount is communicated to the Sender in the Mobile Application/Personal Account/System Website.

14.2.3. When sending the Order for Transfer with money funds crediting to the Customer's banking account/Electronic Wallet/electronic funds account, the Customer specifies:

- full name of the Sender;
- the Sender's phone number;
- data of ID document of the Sender;
- the Transfer amount;
- the Sender's Card number;
- the Recipient's Card number, or the Recipient's phone number, or the Recipient's banking account number;
- the Transfer currency (as provided by the functionality);
- the Recipient's Bank (as provided by the functionality);
- full name of the Recipient (optional).

Indication by the Customer of the Recipient's full name is not mandatory to make the Transfer for crediting money funds to the Recipient's banking account; the execution of such Transfer is carried out by the Recipient's Card number.

When sending the Order for Transfer with money funds issuing to the Customer in cash, the Customer specifies:

- full name of the Sender;
- the Sender's phone number;
- the Sender's Card number;
- data of ID document of the Sender;
- the Transfer amount;
- the Country of the Transfer issuance;
- full name of the Recipient;
- the Recipient's phone number (if any).

14.2.4. The Customer agrees that the Customer's Order is certified with the equivalent of handwritten signature, that is by entering the Confirmation Code and by receipt of the response on its correctness from the System Operator or other Issuing Bank.

The Customer agrees that the Order can be certified without entering the Confirmation Code provided such Confirmation Code has not been requested by the Bank issuing the Card when the Customer certifies the Order and/or is not envisaged in the rules, other terms of the corresponding IPS or other payment system for this type of transaction.

The Customer acknowledges and accepts that the equivalent of the Customer's handwritten signature confirming the sending of the Order for Transfer provided entering of the Confirmation Code is not required is pressing "Send Transfer" button in the System Website and/or the Mobile Application.

The Customer agrees that such actions are sufficient to certify the Order.

The Customer is warned that in case of the Order certification without Confirmation Codes the System Operator/Participant/Partner shall not be liable to the Sender or the Recipient should the Customer not agree with such Transfer.

These provisions also apply to the Orders in which respect the payment is made via Apple Pay, Samsung Pay, Google Pay, etc.

The Order certified in the abovementioned procedure shall have equal legal force and effect and evidential effect equivalent in content and sense to the paper documents prepared in accordance with the requirements to such type of documents and signed by the Customer's handwritten signature, and, among other things, shall serve as a basis for the Participant/Partner to effect the Transfer in favor of the corresponding Recipient.

14.2.5. By certifying the Order, the Customer thereby confirms that it has provided the accurate and correct information about the Sender, the Recipient and all other information in the Order, as well as that the Sender's full name coincides with the Card Holder's full name used to effect Transfer Payment. By certifying the Order, the Customer also acknowledges and accepts the correctness/accuracy of all other information automatically pulled by the System Software to the information specified by the Customer.

14.2.6. The Restrictions applicable when making Money Transfers sent via the Mobile Application or the System Website are imposed by the System Operator and specified in Section 10 of the Terms and Conditions, except for the restrictions on the Transfer Amount (Sub-clause “r” Clause 10.1 of the Terms and Conditions):

The minimum amount of Money Transfer shall be equal to:

- 50 (Fifty) roubles,
- 5 (Five) USD,
- 5 (Five) Euro.

14.2.7. Pursuant to cl. 1 Article 157, Article 327.1 of the Civil Code of the Russian Federation, the Participant/Partner shall make a Transfer provided the Transfer Payment becomes Irrevocable. Irrevocability of the Transfer shall occur at the Irrevocability of the Transfer Payment.

14.2.8. The Sender must not pass any information about the Transfer to third parties other than the Recipient, including disseminate the photos of the Order.

14.3. The procedure for issuing Transfers in case sent via the Mobile Application and/or the Personal Account and/or the System Website is equivalent to the procedure specified in Section 5 of the Terms and Conditions.

14.4. The Transfer sent via the Mobile Application and/or the Personal Account and/or the System Website is considered effected (and the service provided) on crediting/issuing the Transfer Amount using the details specified by the Sender in the Order.

14.5. The Sending Party and/or the System Operator shall not be liable to the Sender/Recipient in the presence of the agreement between the Recipient and the Executing Party on the Recipient’s right to send to the Executing Party an order on crediting the Transfer Amount to the Electronic Wallet/electronic money account/banking account and/or the actual sending by the Recipient of an order on crediting the Transfer Amount to the Electronic Wallet/electronic money account/banking account.

## **15. Procedure for Disclosure of Information and Processing of Personal Data**

15.1. The System Operator and the Participants/Partners shall make transfers keeping banking secrecy.

15.2. Information constituting banking secrets can be submitted by the System Operator immediately to the Customers, representatives thereof, state authorities and officials, as well as to the credit reference agency and other parties on the grounds and in the procedure envisaged in the legislation of the Russian Federation.

15.3. On making the Transfer, the Sender (and the Recipient, as and when required) grants its consent to the System Operator and the Participant/Partner to processing (including automated) its personal data in accordance with Federal Law No. 152-FZ “On Personal Data”. Processing of personal data shall include collection, recording, systematization, accumulation, storage, clarification (update, change, verification), extraction, use, transmission (dissemination, submission, access, including

reproduction, electronic copying and cross-border transmission), anonymization, blockage, deletion and destruction of personal data both without and with the use of automation means.

The specified processing of personal data is carried out for the following purpose:

- performance of obligations by the System Operator and the Participants/Partners to make transfers pursuant to these Terms and Conditions;
- informing on the services and offers of the System Operator, amendment and introduction of new tariffs, providing other information on the System Operator through any communication channels, including by post, sms, email, phone, mobile phone and other means of communication.

The System Operator does not allow processing of personal data of minors except as otherwise provided by the legislation of the Russian Federation.

15.4. The System Operator processes the User's personal data during the whole validity period of this Offer as well as after five (5) years from the moment of termination (expiration) of the Offer provided the System Operator does not have information on the withdrawal of the specified consent by sending a written notification to the System Operator by registered mail or by delivery by hand against receipt to the authorized representative of the System Operator. The Customer's personal data processed by the System Operator shall be destroyed or anonymized upon achievement of processing purposes or provided there is no any further need to achieve these purposes except as otherwise envisaged by the federal law.

15.5. By signing an Application for Making a Transfer with the place of its issuance in the territory of a foreign state, the Customer understands and accepts all risks related to the possible absence of adequate personal data protection with the foreign state and grants its consent to cross-border transmission of personal data.

## **16. Liability**

16.1. The Customer is held fully liable for:

- correctness of data specified by the Customer in the Application for Making a Transfer/the Order for Making a Transfer;
- informing the Recipient on mandatory information on the Transfer, including the Transfer control number;
- access handing over to the Customer's Electronic Payment Instrument to third parties;
- the performance of transactions on behalf of the Customer by unauthorized party with the use of the mobile device belonging to the Customer.

16.2. The Customer shall be held liable to the System Operator pursuant to the requirements of the Russian legislation, including for losses arising as a result of making transactions on behalf of the Customer by an unauthorized person with the use of a mobile device belonging to the Customer, means of authentication and other confidential information in case the Customer violates the security measures under these Terms and Conditions.

16.3. The System Operator shall not be held liable, nor provide customer support, with regard to any third party hardware or software as well as other products and services of such third party (including a mobile device). Should any questions arise concerning the use of third party products and services, the Customer shall apply directly to such third party for customer support.

16.4. The System Operator and the Participants/Partners shall be held solely liable for making a transfer using the details specified in the Application for Making a Transfer under these Terms and Conditions and in accordance with Rules of Kwikpay System or another payment system. The Sending Party shall be held liable for making a transfer pursuant to the provisions specified in the Application for Making a Transfer, and the Executing Party shall be held liable for issuing a transfer pursuant to Section 4 of these Terms and Conditions.

Kwikpay System shall not be held liable for legitimacy of making and issuance of Money Transfers to the Kwikpay System Participants/Partners. Kwikpay System is a public information system for its Participants/Partners being a hardware and software estate consistently operated by all the Participants/Partners.

16.5. The liability of the System Operator and the Participants/Partners to the Sender due to nonperformance or improper performance of these Terms and Conditions in all circumstances shall be limited by the amount of the fee paid by the Sender for making a money transfer.

16.6. The Participants/Partners shall be held solely liable for the proper compliance with the legislation of the country where they perform their activity.

16.7. The Participant/Partner shall not be held liable for the refusal to make Money Transfer in case of inconsistency of the information about the Recipient specified by the Sender in the Application for Making a Transfer, the document presented by the Recipient as well as when the Recipient receives a wrong Transfer control number, an amount or currency of the Money Transfer. The Sender shall be held liable for the failure of the Recipient to receive money funds, pay the Fee due to making, return and resending of the Money Transfer.

16.8. The System Operator or the Participant/Partner shall not be held liable if the Sender or the Recipient applies to the Participant/Partner on the days and hours when the Points-of-services (POS) of the Participant/Partner are closed in accordance with the hours of operation of the Participant/Partner.

16.9. The Customer shall have the right to count the money received per banknote count in the presence of a cashier of the Participant/Partner in the POS. The System Operator shall not be held liable and shall not consider customers' claims on cash money undersupply provided such undersupply has been identified when counting cash money outside the Participant's/Partner's POS.

16.10. The Sender shall be held liable for the disclosure of the Transfer Control Number to third parties, except for the Recipient.

16.11. The Recipient shall be held liable for the disclosure of the Transfer Control Number received by them from the Sender to third parties.

16.12. The System Operator shall not be held liable for any losses incurred by the Customer whereas the Customer has not familiarized itself and/or untimely familiarize itself with the provisions of these Terms and Conditions.

16.13. The Recipient shall bear responsibility in the form of an obligation to return to the System Operator/Participant/Partner the credited/received amount of the Transfer in case of the Transfer Invalidity.

16.14. Violation of integrity of the Mobile Application and/or the Personal Account/System Website, security incidents with the Mobile Application and/or the System Website as well as other actions violating the System Operator's rights shall not be permitted and entail civil, administrative and criminal liability of the Customer/User pursuant to the legislation of the Russian Federation.

16.15. The System Operator shall not be held liable for delays, service interruptions and inability to fully use the Mobile Application and/or the Personal Account/System Website caused directly or indirectly through third party act or omission and/or inoperability of third party and/or information channels outside the scope of the System Operator's own resources. .

16.16. The User agrees that the User shall use software (web browsers, operating systems, etc.) and hardware (mobile device, network equipment, etc.) manufactured and provided by third parties to ensure installation and operation of the Mobile Application and/or Personal Account/System Website, and the System Operator shall be held liable for the quality of their work.

16.17. The System Operator shall not be held liable for the correct operation of the User's mobile device with the installed software enabling code-base authentication obtained by using a fingertip/facial biometrics of the User.

16.18. The User shall bear (to the extent permissible and regulated by the current legislation of the Russian Federation) independent responsibility for compliance with the requirements of the legislation of the Russian Federation, as well as all rights and legitimate interests of third parties when using the Mobile Application and/or the System Website.

16.19. In case third parties make claims to the System Operator caused by unlawful actions of the User while using the Mobile Application and/or Personal Account/System Website, the User shall independently settle disputes and shall bear full responsibility to the specified persons. The Parties agree that the System Operator has the right to make a claim to the User for compensation of losses incurred in connection with the claims of such third parties.

16.20. The User agrees that he/she is responsible for choosing the Mobile Application and/or Personal Account/System Website to achieve the desired goals, for installing and using the Mobile Application and/or Personal Account/System Website, as well as for the deliveries obtained through them.

16.21. The Parties shall not be responsible for the use/inability to use the Mobile Application and/or the System Website in case of force majeure circumstances (force majeure), including, but not limited to, riots, epidemics, pandemics, natural disasters, mutinies, prohibitive acts of state authorities,

declaration of a state of emergency, etc. The Parties shall not be responsible for the use/inability to use the Mobile Application and/or the System Website in case of force majeure.

16.22. The System Operator shall not be responsible for the distribution of the Card Details, passwords and/or codes by the User from SMS or Push Messages to third parties.

16.23. The User/Sender who created and/or uses the Password Code, Confirmation Code, One-Time Confirmation Code shall keep them confidential.

16.24. When the Customer submits an Order for Bi-currency Transfer via the System Website, Personal Account, Mobile Application, the System Operator shall not be liable to the Customer for the amount of funds actually credited to the Recipient in the respective currency, if conversion of the sending currency to the crediting currency is performed not by the Participant/Partner, but by a third party involved in the Transfer in accordance with the agreements between the System Operator/Participant/Partner and such third parties.

## **17. Counteraction to money transfers without the voluntary consent of the client**

17.1. Participant/Partner must check clients' (Sender/Recipient) transactions for transferring funds without client voluntary consent, especially without the client's consent or with the client's consent obtained under the influence of deception or abuse trust (hereinafter referred to as the transfer of funds without the voluntary consent of the client). Signs of transferring funds without the voluntary consent of the client are established by the Central Bank of the Russian Federation and posted on the website of the Central Bank of the Russian Federation.

17.2. Partner/Participant must comply with the requirements of the current legislation, the requirements of the Central Bank of Russia and other regulatory bodies for preventing the implementation of money transfers without the voluntary consent of the client.

17.3. Participant/Partner is not liable for Client losses as result of the proper performance by the Participant/Partner of the requirements provided for in this section of the Terms.

## **18. Final provisions**

18.1. These Terms and Conditions shall be governed by the laws of the Russian Federation.

18.2. These Terms and Conditions are posted on the System Website and may be changed by the System Operator unilaterally with placement of information on changes and new version of the Terms and Conditions on the System Website at least ten (10) days before the changes take effect.

18.3. The System Operator and Participants/Partners shall have the right to refuse to accept or disburse a Transfer that, at their discretion, violates the requirements of applicable laws and/or these Terms and Conditions and/or the System Rules.

18.4. By signing the Application for Making a Transfer, the Customer confirms that he/she is familiarized with the information on Money Transfers without opening bank accounts via the Kwikpay System or another payment system in accordance with the Methodological Recommendations on Increasing Transparency and Ensuring Availability of Information on Money Transfers without Opening

Bank Accounts of the Central Bank of the Russian Federation No. 10-MR dated 02.04.2019 and agrees to make a Money Transfer on the terms and conditions offered to him/her.

18.5. When signing an Application for Making a Transfer, the Customer agrees and acknowledges that the Partner and/or Participant of the Kwikpay System or another payment system may charge an additional fee in excess of the fee established by the System Operator for making a Money Transfer without opening an account in the Kwikpay System, or another payment system as well as that the Partner and/or Participant of the Kwikpay System or another payment system may disburse a Money Transfer without opening an account sent via the Kwikpay System or another payment system in a currency other than the currency of disbursement declared in the Application for Making a Transfer without Opening an Account via the Kwikpay System or another payment system, if there is no currency in the necessary amount for disbursement on the side of the Partner and/or Participant of the Kwikpay System or another payment system as declared in the Application for Making a Transfer without Opening an Account via the Kwikpay System or another payment system.

18.6. In the event of changes in the applicable laws of the Russian Federation, these Terms and Conditions shall apply to the extent not contradicting the applicable laws of the Russian Federation.

18.7. Claims of the Senders related to the violation of these Terms and Conditions by the System Operator shall be sent in writing to the address of the System Operator specified in the Unified State Register of Legal Entities. The term for consideration of these claims shall be fifteen (15) business days from the date of their registration by the System Operator, the answer to these claims shall be sent to the applicant in writing. In case of failure to settle the claim in the specified procedure, the dispute shall be considered in court in accordance with the legislation of the Russian Federation.

18.8. The System Operator has the right to terminate this Contract with the User unilaterally out of court at its own discretion without justifying the reasons for such termination.

The System Operator shall notify the User of the termination of the Contract on the same day by informing the Customer of the reasons for the termination of the Contract by any available means.

18.9. The System Operator shall be entitled to inform the Customer about the Transfers made in the following ways:

- by sending to the Customer and/or the Holder an SMS and/or Push Message to the Mobile phone number specified by the Customer;
- by sending a message through the Mobile Application systems;
- by personal appeal of the Customer and/or the Holder to the System Operator, Participant or Partner of the Kwikpay System;
- by providing the information on transactions in the Mobile Application and/or on the System Website;

Notification of the Customer and/or the Holder by one of the specified ways shall be sufficient to fully inform the Customer and/or the Holder.

In case the User fails to provide and/or submit unreliable Contact Data or updated Contact Data, the obligation of the System Operator to notify the User about the Transfers shall be considered fulfilled from the moment of sending notification to the available contact details of the User.

18.10. The Parties hereby establish contractual jurisdiction. The Parties have agreed that disputes, in which the plaintiff is the System Operator, shall be subject to the jurisdiction of the Savelovsky District Court of Moscow or the Magistrate Court of Judicial District No. 347 of Moscow. The Parties have agreed that in disputes where the plaintiff is the Customer, jurisdiction shall be determined in accordance with the procedure established by the current legislation of the Russian Federation.

#### **19. System Operator Details**

System Operator – KWIKPAY LLC

INN 7714437215, OGRN 1197746030734 OKPO 35643958

Address: Moscow

Tel.: 8 (495)198-55-55

Email: [info@kwikpay.ru](mailto:info@kwikpay.ru)

Yu.E. Mindrin, General Director