

## **“TERMS AND CONDITIONS OF PREPAID VIRTUAL BANK CARDS "KWIKPAY" SERVICING”**

### **1. «TERMS AND DEFINITIONS»**

In the Terms of Service for prepaid virtual bank cards "KWIKPAY," the following terms, written in capital letters, shall have the meanings specified below (regardless of the number or case in which they are used), or shall be used in the meaning defined by the legislation of the Russian Federation and the regulatory acts of the Central Bank of Russia:

1.1. «Authorization» — the procedure of obtaining permission from the Bank to conduct Transactions using the Card (Card Details), resulting in an obligation to execute the submitted documents for the completion of Transactions, prepared using the Card Details. Authorization is not an Identification procedure. The authorization request is made to determine the sufficiency of funds in the account required to complete the transaction.

1.2. «Bank» — Joint Stock Company Commercial Bank "Unistream" (AO KB "Unistream"), license of the Central Bank of Russia dated September 11, 2015, No. 3467.

1.3. «ATM» — an automatic device (without the participation of an authorized person of a credit institution, banking payment agent, or sub-agent) for conducting cash withdrawal and/or deposit transactions, including the use of Electronic Payment Instruments, and for transmitting instructions to the credit institution to transfer funds.

1.4. «Banking Payment Agent (BPA)» — a legal entity that is not a credit institution or an individual entrepreneur engaged by the Bank to perform certain banking operations.

1.5. «Card Blocking» — the procedure of the Bank imposing technical restrictions on the Client's ability to conduct Transactions on the Card Account using the Card Details.

1.6. «Verification Code» — a three-digit security code used to verify the authenticity of the Card (CVV2).

1.7. «Virtual Card» (hereinafter referred to as the «Card») — an electronic payment instrument used as a prepaid card for transferring electronic funds and refunding the balance of electronic funds within the amount of previously provided funds to the E-money Account. The Card does not have a physical carrier and cannot be provided to the Client in the form of a plastic card. The Card is provided in the form of card details (number, expiration date, three-digit security code), allowing the Client to create, authenticate, and transmit instructions for conducting Transactions.

1.8. «Statement» — a report on transactions conducted on the E-money Account for a specific period.

1.9. «Cardholder» — an individual who has agreed to and accepted the Terms, in whose name the Card is issued, and who conducts Transactions using the Card within the Payment Limit.

1.10. «Agreement» — the agreement on the use of the virtual card (contract), consisting of the Terms and Tariffs, implying an adhesion contract between the Bank and the Client, the subject of which is the opening and maintenance of the E-money Account, issuance, and use of the Card, concluded under the terms set forth in the Terms.

1.11. «Document» — a document (including, but not limited to, an order or instruction) that serves as the basis for conducting transactions using the Electronic Payment Instrument (EPI) and/or confirms their completion, prepared using the EPI on paper or in electronic form according to the rules established by the participants of the settlement (including Payment Systems and/or the Bank), manually signed by the participants of the settlement or using analogs of a handwritten signature/simple electronic signature of the participants of the settlement.

1.12. «Identification» — a set of measures conducted by the Bank to establish the information specified by Federal Law No. 115-FZ dated August 7, 2001, "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism," regarding Clients, their representatives, beneficiaries, beneficial owners, and to confirm the accuracy of this information using original documents and/or duly certified copies and/or state and other information systems.

1.13. «ESIA» — the Federal State Information System "Unified System of Identification and Authentication in the Infrastructure Ensuring Information and Technological Interaction of Information Systems Used for Providing State and Municipal Services in Electronic Form."

1.14. «Client» — an individual who has applied to the Bank and entered into an Agreement with the Bank.

1.15. «Commission» — the amount of money in Russian rubles that the Client pays to the Bank for the services and other actions provided for by the Agreement, as specified in the Tariffs.

1.16. «Commission for Money Transfer» — the amount of money in Russian rubles that the Client, making the Transfer, pays to the Bank in addition to the amount of the corresponding Transfer (not included in the Transfer amount and does not reduce the Transfer amount), as specified in the Tariffs.

1.17. «Code Word» — a code (numeric and/or alphabetic) specified by the Client in the Mobile Application when initiating the issuance of the Card and used to identify the Cardholder when contacting the Bank by phone regarding the use of the Card and management of the E-money Account.

1.18. «Card Compromise» — the unlawful acquisition by third parties of information about the Card Details.

1.19. «Contact Details» — information for contacting the Cardholder in connection with the Bank's fulfillment of the legislation of the Russian Federation (including Federal Law No. 161-FZ dated June 27, 2011, "On the National Payment System").

1.20. «International Money Transfer Payment System "Kwikpay"» (hereinafter referred to as the «System» or «KWIKPAY System») — an international payment system for money transfers on behalf of individuals, operating under the trademark "KWIKPAY."

1.21. «Bank's Mobile Application» — special software owned by the Bank, downloaded and installed on the Client's mobile device (smartphone, communicator, etc.), with Internet access, in a standard way for the mobile device's operating system, providing the ability to create, register, process, and execute Client instructions on the E-money Account in accordance with the terms of use of the Mobile Application and to receive information provided by the functionality of such software.

1.22. «SBPay Mobile Application» — a mobile application for paying for goods, works, and services at retail points, including on the Internet, allowing payment through the Fast Payment System, installed by the User on their mobile device. Detailed information about the installation and terms of use of the SBPay Mobile Application can be found at <https://sbp.nspk.ru/sbpay>. The provider of the SBPay Mobile Application is JSC "NSPK" (OGRN: 1147746831352). The Operator is not the owner (developer) of the SBPay Mobile Application, does not provide support for it, and is not responsible for its operation.

1.23. «System's Mobile Application» — special software of the System, downloaded and installed on the Client's mobile device (smartphone, communicator, etc.), with Internet access, in a standard way for the mobile device's operating system, providing the ability to perform actions and receive information provided by the functionality of such software.

1.24. «Unauthorized Transaction» — a fraudulent, illegal Transaction initiated without the knowledge or consent of the Cardholder, or with consent obtained under the influence of deception, as a result of which the Cardholder did not receive any goods, services, or cash.

1.25. «E-money Operator» — a money transfer operator that transfers electronic money without opening a bank account (transfer of electronic money).

1.26. «Transaction» — any operation with E-money using the Card (EPI), conducted on the E-money Account in accordance with the Agreement and Tariffs, a debit transaction, an operation to provide funds to increase the E-money balance, and/or an operation to pay the Bank commissions in accordance with the Tariffs, excluding operations aimed at conducting settlements related to business activities, investments, carried out in accordance with the legislation of the Russian Federation and banking rules.

1.27. «Refund Transaction» — a transaction conducted using the Card (EPI) when the Client returns goods to the merchant (TSP) purchased from such TSP with payment using the EPI, within which the Bank is refunded the funds (part of the funds) for the goods returned by the Client, as well as in connection with the non-provision (non-performance) by the recipient of goods (works, services) previously paid by the Client at the TSP using the EPI.

1.28. «Money Transfer» — actions of the Bank to transfer funds within the applicable forms of non-cash settlements in favor of the recipient based on the Client's Instruction.

1.29. «Payment Limit (Balance)» — the amount of E-money recorded by the Bank on the E-money Account, within which the Cardholder is entitled to conduct Transactions with the Card (EPI).

1.30. «Payment System» (hereinafter referred to as the «PS») — a set of organizations interacting according to the rules of the payment system for the purpose of transferring funds, including the payment system operator, payment infrastructure service operators, and payment system participants, of which at least three organizations are money transfer operators.

1.31. «Payment Service» — a service of the Bank providing for the transfer of funds by the payer (not related to business activities) to the recipient, including using the recipient's phone number as an identifier within the Fast Payment Service.

1.32. «Supporting Documents» — documents confirming the fact of conducting transactions with the consent of the Cardholder.

1.33. «Exceeding the Payment Limit (Balance)» — the Cardholder's debt, namely: the amount of funds exceeding the Payment Limit (Balance), paid by the Bank to third parties for the proper fulfillment of settlement obligations when executing authorized (or unauthorized) Transactions, as well as the amount of funds exceeding the Payment Limit (Balance) that, as a result of a technical failure, became available on the Client's E-money Account and for which the Cardholder has given an Instruction to conduct a Transaction(s) executed by the Bank. Exceeding the Payment Limit (Balance) may occur:

- When conducting Transactions using the EPI in a currency different from the currency of the E-money Account, and the subsequent occurrence of an exchange rate difference;
- As a result of conducting transactions using the EPI without Authorization, as well as as a result of debiting commissions not accounted for during Authorization;
- As a result of the Bank receiving documents for Authorizations or payment requests/collection orders;
- In other cases resulting from a technical failure.

1.34. «Offer» — the Bank's offer to conclude an agreement on the use of a virtual card under the terms set forth in this document.

1.35. «SES» — a simple electronic signature for the purpose of remotely signing a package of electronic documents. The SES is a code contained in an SMS message / Push notification sent by the Bank to the Client (hereinafter referred to as the SMS code) to the Client's mobile phone number in accordance with the

agreement between the Bank and the Client on the use of a simple electronic signature (Appendix No. 1 to the Terms).

1.36. «Business Day» — any day from Monday to Friday (as well as days to which business days are transferred in accordance with the legislation of the Russian Federation), on which the Bank is entitled to conduct Transactions. Business days do not include weekends and public holidays established by the legislation of the Russian Federation or determined in the manner established by it in case of coincidence of a weekend and a public holiday, or established by regulatory acts of the Government of the Russian Federation, as well as days when the Bank does not operate based on the Bank's administrative documents.

1.37. «Card Unblocking» — the procedure for the Bank to cancel the technical restriction imposed during Card Blocking on conducting Transactions using the EPI.

1.38. «Card Details» — the Card number, Card expiration date, Verification Code (CVV2), sent to the Cardholder via SMS message / Push notification, used by the Cardholder when conducting Transactions.

1.39. «Instruction» — the Client's instruction to conduct a Transaction, prepared by the Client in electronic form using the Card, signed with the SES, and transmitted by the Client to the Bank through the Bank's Mobile Application / System's Mobile Application.

1.40. «Bank's Website» — the Bank's website on the Internet at: <https://unistream.ru>.

1.41. «System's Website» — the website of the international money transfer payment system "Kwikpay" on the Internet at: <https://kwikpay.ru>.

1.42. «FPS» — the Fast Payment Service of the Bank of Russia's payment system, allowing individuals to make instant transfers of electronic funds by mobile phone number to any bank participating in the FPS, subject to the limit established by the Agreement. Money transfer within the FPS is a type of Payment Service.

1.43. «Card Validity Period» — one of the Card Details, indicating the period during which the Bank accepts the Client's Instructions authenticated using the Card Details when the Client conducts Transactions.

1.44. «Stop List» — a file or list in electronic form, maintained in the databases of the Payment System, card-issuing banks, and acquiring banks, as well as in Devices, formed based on information received from card-issuing banks, participants of the Payment System, and containing a list of card numbers (or series) prohibited from being accepted as a means of payment or subject to withdrawal.

1.45. «E-money Account» — an account maintained by the Bank to record E-money and reflect Transactions conducted by the Client using the EPI.

1.46. «Parties» — the Bank and the Cardholder when mentioned together.

1.47. «Tariffs (Tariff Plan)» — a document approved by the Bank, forming an integral part of the Agreement, containing a set of financial and other conditions for opening and maintaining the E-money Account, issuance, and use of the Card under the Agreement, including: information on commissions and other payments (including the amount and/or calculation procedure) payable by the Client under the Agreement, published on the Bank's Website / System's Website.

1.48. «Goods» — property, work, service, result of intellectual activity, sold by the TSP.

1.49. «Merchant (TSP)» — a legal entity or individual entrepreneur selling goods, providing services, performing work, and accepting the Card as a means of payment for Goods by the consumer (Cardholder), including for Transactions on the Internet.

1.50. «Terms» — these "Terms of Service for Prepaid Virtual Bank Cards 'KWIKPAY'."

1.51. «SMS-Info Service» (hereinafter referred to as the «Service») — the Bank's informational service for transactions conducted using the Card Details.

1.52. «ATM Receipt» — an ATM receipt confirming the Cardholder's completion of a Transaction.

1.53. «Merchant Receipt» — a receipt generated by the TSP when conducting a Transaction, confirming the Cardholder's payment for the Goods.

1.54. «Electronic Money» (hereinafter referred to as «E-money») — funds previously provided by the Client to the Bank, which records information about the amount of provided funds without opening a bank account, to fulfill the Client's monetary obligations to third parties (including the Bank), and in respect of which the Client has the right to transmit instructions exclusively using the EPI.

1.55. «Electronic Payment Instrument» (hereinafter referred to as «EPI») — the Virtual Card, allowing the Client to create, authenticate, and transmit Instructions for conducting Transfers, as well as performing other operations provided for by the Terms.

1.56. «Electronic Document (ED)» — a document presented in the Mobile Application in electronic digital form as a file or database record.

1.57. «Push Notification» — a notification sent by the Bank to the Client in the form of a pop-up message on the screen of a mobile phone or other device on which the Bank's Mobile Application is installed and the option to receive such notifications is enabled.

## 2. BANK'S OFFER, PROCEDURE FOR CONCLUDING AND TERMINATING THE AGREEMENT

2.1. This document constitutes a public offer (the "Offer") by the Bank to individuals to conclude an Agreement with the Bank on the use of a virtual card in accordance with Clause 2, Article 437 of the Civil Code of the Russian Federation, under the terms set forth in the Terms and Conditions. The Terms and Conditions contain all the essential terms of the Agreement and define the procedure for opening and maintaining the EDS Account, as well as issuing and using the Cards.

2.2. Prior to concluding the Agreement, the Bank shall inform the individual of the following:

- The name and location of the Bank (EDS Operator);
- The Bank's license number for conducting banking operations;
- The name and location of the BPA;
- The terms of use of the Card;
- The methods and locations for conducting EDS transfers;
- The methods and locations for providing funds to the Bank (EDS Operator) by the Holder;
- The amount and procedure for charging fees by the Bank (EDS Operator) from the individual, if fees are charged according to the Tariffs posted on the website at [www.unistream.ru](http://www.unistream.ru);
- The methods for submitting claims and the procedure for their consideration, including contact information for communication with the Bank (EDS Operator);
- Restrictions on the methods and locations of using the Card and cases of increased risk of using the Card Details.

2.3. The content of the Terms and Conditions, the Bank's Tariffs, and the Safe Card Usage Guide are communicated to the Client by posting them on the Bank's website at [www.unistream.ru](http://www.unistream.ru), as well as on the System's website at <https://kwikpay.ru>. At the Client's request, the Terms and Conditions, Tariffs, and Safe Card Usage Guide may be provided at the Bank's office.

2.4. The Agreement is concluded in relation to a specific Card provided to the Holder by the Bank. In accordance with Clause 3, Article 438 of the Civil Code of the Russian Federation, the Holder's accession to the terms of the Agreement constitutes acceptance of the Offer by the individual. The Agreement is considered

concluded and takes effect from the moment of signing and submitting to the Bank's office a paper-based application in the Bank's form, or upon the individual performing the following actions:

- Downloading and installing the System's Mobile Application on their mobile device and registering in the System's Mobile Application;
- Familiarizing themselves with the Terms and Conditions, Tariffs, and Safe Card Usage Guide;
- Providing full and unconditional consent in the Mobile Application to join the consent to personal data processing (Appendix No. 2 to the Terms and Conditions), the agreement on the use of a simple electronic signature (Appendix No. 1 to the Terms and Conditions), as well as the Terms and Conditions;
- Filling out the on-screen EDS (Card issuance request) and confirming the specified information;
- Entering the one-time password (SMS code) received from the Bank, sent by the Bank to the Client's mobile phone, to sign the PEP electronic document, consent to personal data processing (Appendix No. 2 to the Terms and Conditions), agreement on the use of a simple electronic signature (Appendix No. 1 to the Terms and Conditions), and confirming consent to the Terms and Conditions.

2.5. The Agreement is considered signed by the Client if a paper-based application in the Bank's form is submitted to the Bank's office, or if the following requirements are met:

- The electronic document (Card issuance request) is sent using the System's Mobile Application;
- The SMS code entered by the Client is included in the text of the EDS (Card issuance request);
- The SMS code sent by the Bank matches the SMS code entered by the Client in the special field of the EDS (Card issuance request);
- The Client Identification procedure is completed.

2.6. Upon meeting the above requirements, the Bank attaches the Client's PEP to the EDS (Card issuance request) and stores it unchanged.

2.7. In accordance with Clause 2, Article 6 of Federal Law No. 63-FZ dated April 6, 2011, "On Electronic Signatures," the Client and the Bank have agreed that electronic documents signed by the Client with PEP in accordance with the rules defined in the Terms and Conditions are recognized as equivalent to paper documents signed by the Client's handwritten signature.

The Client entering the SMS code sent by the Bank to the phone number specified when initiating the Card issuance confirms the validity of the phone number and its ownership by the person filling out the electronic document form.

2.8. The Bank conducts identification in accordance with the legislation of the Russian Federation and internal regulatory documents.

2.9. If the Agreement is concluded with a Client who has previously been identified by the Bank, is being serviced by the Bank on the date of conclusion of the Agreement, and has a valid agreement to join the terms of servicing bank cards of JSCB "UNISTREAM," the terms of service provided for in the Agreement and Tariffs for Clients who have undergone Identification apply.

2.10. The Bank opens an EDS Account in Russian rubles for the Client in accordance with the Terms and Conditions based on the data transmitted to the Bank, including through the System's Mobile Application when initiating the Card issuance.

2.11. No interest is accrued by the Bank on the EDS balance. The EDS balance is not subject to insurance under Federal Law No. 177-FZ dated December 23, 2003, "On Insurance of Individuals' Deposits in Banks of the Russian Federation."

2.12. The EDS Account is not intended for conducting operations related to investment activities, entrepreneurial activities, or private practice. The procedure for determining the EDS Account number is established by the Bank unilaterally. The Bank has the right to change the EDS Account number. In case of a change in the EDS Account number, the Bank shall notify the Client of such changes within no later than 7 (Seven) calendar days from the date the changes take effect, using any method described in the Terms and Conditions.

2.13. The Client is responsible for the accuracy of the information sent to the Bank through the Bank's Mobile Application / System's Mobile Application or provided at the Bank's offices when initiating the Card issuance, as well as for any possible losses of the Bank associated with incorrect / inaccurate information about themselves. The Client guarantees that all information provided to the Bank is true, complete, and accurate, and that the Client has not concealed any circumstances that, if discovered, could negatively affect the Bank's decision to conclude the Agreement. The Client agrees that any information sent to the Bank through the

System's Mobile Application when initiating the Card issuance may be verified or re-verified by the Bank, its agents, and successors, directly or through specialized agencies, using any sources of information.

2.14. In case of changes to the specified information, the Client is obliged to notify the Bank of such changes within 5 (Five) working days in accordance with Clause 8.4 of the Terms and Conditions, and is also obliged to notify the Bank of the occurrence / change of any circumstances that may affect the Client's performance of obligations under the Agreement (including for the purpose of the Bank's compliance with the norms of Federal Law No. 161-FZ dated June 27, 2011, "On the National Payment System").

2.15. No deadline is set for accepting (accepting) the Offer. The Offer may be withdrawn by the Bank at any time. The Bank notifies individuals of the withdrawal of the Offer by one of the following methods:

- By posting information about the withdrawal of the Offer on the information boards of the Bank at the location of the Bank and its branches;
- By posting information about the withdrawal of the Offer on the Bank's website on the Internet;
- By posting information through the support service chat;
- By any other available method at the Bank's discretion.

2.16. The Agreement is considered terminated (the EDS Account is closed) in the following cases:

- Termination of the Agreement at the initiative of the Bank on the grounds specified in Clause 10.22 of the Terms and Conditions;
- Termination of the Agreement at the initiative of the Client in the manner specified in Clauses 2.22-2.27 of the Terms and Conditions.

2.17. The Client has the right at any time before the expiration of the Card's validity period to refuse to join the Terms and Conditions (terminate the Agreement, close the EDS Account) by submitting an application to refuse the Bank's offer and/or to close (cease using) the Card and/or return the Payment Limit, provided that the necessary expenses, commission payments, and other payments are paid to the Bank on the day of submitting the said application in accordance with the Tariffs and Terms and Conditions.

2.18. Upon receipt of the Client's application in accordance with the Terms and Conditions, the Bank terminates the Card's validity, and from the date of termination of the Card's validity, the Client is not entitled to use its Details.

2.19. Within 30 (Thirty) calendar days from the date of termination of the Card's validity (including due to the expiration of the Card's validity period), the Bank settles transactions performed before the date of termination of the Card's validity and/or returns the Payment Limit based on Documents received by the Bank after the specified date.

2.20. The balance of funds constituting the Payment Limit, as well as the remaining part of the funds received by the Bank as a result of refund transactions, may be received after 30 (Thirty) calendar days from the date of the Client's application to close (cease using) the Card and/or return the Payment Limit (EDS balance) in cash at the Bank's cash desk or by transferring to the Client's card in the Bank (if available), to the Client's bank account with a third-party bank, subject to the restrictions or limits established by the Agreement, Tariffs, and the legislation of the Russian Federation. After 30 (Thirty) calendar days:

- The Payment Limit is reset to zero;
- The Bank's obligation to the Client and the Client's right to claim against the Bank cease;
- The Agreement ceases to be in effect.

2.21. The Agreement is considered terminated after the completion of settlements for all transactions performed before the registration of the application to close (cease using) the Card at the Bank, but no later than 30 (Thirty) calendar days from the date of receipt of the said application from the Client.

2.22. If there is an ongoing claim work on transactions disputed by the Client, the Agreement is considered terminated after the completion of the claim work, but not earlier than the period specified in Clause 2.21 of the Terms and Conditions.

2.23. The Bank has the right to terminate the Agreement unilaterally in cases provided for by the legislation of the Russian Federation.

### 3. PROCEDURE FOR USING THE CARD

3.1. After concluding the Agreement in accordance with the procedure defined in the Terms and Conditions, the Bank issues a Card to the Client, forming and assigning the Card Details (Card number, expiration date, Verification Code).

3.2. The Card is personalized in accordance with the requirements of Federal Law No. 115-FZ dated August 7, 2001, "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism."

At the Holder's initiative, the Bank may change the parameters of transactions performed using the Card, including setting limits on the transfer amount and/or the total amount of transfers per calendar month.

3.3. Only one Card may be issued per Client.

3.4. The Bank informs the Client of the successful issuance of the Card by sending an SMS message or Push notification.

3.5. The Card Details are provided by the Bank to the Client by displaying them in the on-screen form of the System's Mobile Banking.

3.6. The Card provides the Holder with access to the EDS Account and is intended for performing transactions, the settlements for which are carried out by the Bank on its own behalf based on the Client's Instructions.

3.7. Transactions using the Card are performed by the Holder within the Payment Limit (EDS balance) and the restrictions established by the Agreement, Tariffs, the rules of the Payment Systems, and the legislation of the Russian Federation.

3.8. The Holder has the right to perform the following transactions using the Card Details:

- Replenish the Payment Limit:

- By depositing cash at the Bank's cash desk / ATM (if the service is actually available);
- By depositing cash at the BPA's cash desk (if the service is actually available);
- By depositing cash at the cash desk / ATM of other credit institutions (if the service is actually available);
- By transferring funds to the Card via SBP;
- By transferring funds to the Card from a third-party bank card;
- By transferring funds from the Card to the Card;
- Using funds provided by a legal entity or individual entrepreneur;

- Pay for goods at TSPs in the information and telecommunications network "Internet" that accept the Card Details for performing transactions;

- Pay commissions for services provided by the Bank to the Client in accordance with the Agreement and Tariffs;

- Perform refund transactions;

- Withdraw cash (if the service is actually available);

- Other transactions provided for by this Agreement and Tariffs.

3.9. To confirm transactions using the Card, a PIN code assigned by the Holder in the System's Mobile Application may be used. The User has the right to change the Card's PIN code in the System's Mobile Application at any time. The PIN code is recognized as an analogue of the Holder's handwritten signature when confirming the right to perform transactions using the Card.

3.10. To confirm transactions using the Card Details, a code sent by the Bank in an SMS message or Push notification to the Holder's mobile phone number (if the service is actually available) may be used. The use of the code is recognized as an analogue of a handwritten signature when confirming the right to perform transactions using the Card Details.

3.11. Transactions may be performed by the Holder throughout the entire validity period of the Card.

3.12. After

- The Bank conducts the Holder's Identification, EDS may be transferred by the Holder to a bank account in favor of legal entities, individual entrepreneurs, sent to fulfill the Holder's obligations to the Bank, transferred to bank accounts of individuals, transferred without opening a bank account, or issued to the Holder in cash, taking into account the restrictions on the EDS balance amount at any time, the total amount of EDS transferred within a calendar month, and the limits on transactions defined in the Tariffs for Clients who have undergone Identification.

3.13. If the Holder's actions aimed at using the Card lead to a violation of one of the provisions of Clause 3.7 of the Terms and Conditions, the Bank has the right to refuse the Holder to perform the transaction.

3.14. When performing a transaction using the Card in a currency other than Russian rubles, the Bank (EDS Operator) converts the transaction amount into Russian rubles. When performing a transaction using the Card at a point of sale registered outside the Russian Federation and in a currency other than Russian rubles, the Bank may charge a commission in the amount provided for in the Tariffs.

3.15. When performing a transaction, the point of sale may convert the transaction amount into Russian rubles or another currency at the rate of the bank servicing the point of sale. In this case, the transaction will be



settled taking into account the conversion performed. In this case, the Bank is not responsible for the conversion rate used by the point of sale.

3.16. An increase in funds (EDS balance) on the EDS Account as a result of cancellation or dispute of a transaction is carried out at the rate applicable at the time of the initial transaction. An increase in funds (EDS balance) on the EDS Account as a result of a refund transaction is carried out at the rate applicable at the time of processing the refund.

3.17. The Bank settles transactions on its own behalf. Upon receipt of a Document (transaction register) by the Bank regarding a transaction, the Bank adjusts the Card's Payment Limit taking into account the transaction settlement amount and the commissions withheld according to the Bank's Tariffs.

3.18. Documents, including EDS (electronic journals, electronic protocols, etc.), stored in the Bank or in the Payment System, serve as confirmation of the Holder's performance of transactions and may be used in resolving disputes, including in court.

3.19. The Bank has the right at any stage to return / leave the Document unexecuted, including refusing to perform a transaction based on the Holder's Instruction in any of the following cases:

- If errors and inaccuracies are found in its execution;
- If the execution of the Instruction entails a violation of the legislation of the Russian Federation and/or the terms of the Agreement;
- If there are suspicions of unauthorized / unlawful use of the Card;
- In other cases provided for by the legislation of the Russian Federation.

3.20. The Holder is informed that the rules of the Payment Systems stipulate the possibility of exceeding the Payment Limit (balance) as a result of transactions on the Card, including due to conversion transactions and transactions without Authorization, which the Holder undertakes to repay in accordance with Clause 8.1 of the Terms and Conditions. In case of non-repayment of the exceeded Payment Limit (balance), the Holder is liable in accordance with the current legislation of the Russian Federation.

3.21. The Holder is prohibited from:

- Transferring the Card Details to third parties to perform transactions using the Card Details;
- Providing third parties with access to the Bank's Mobile Application / System's Mobile Application to perform transactions using the EDS Account and Card Details;
- Performing transactions using the Card Details after the expiration of the Card's validity period, or after reporting the Card's Compromise, or after receiving a notice of termination or suspension of the Card's use, as well as in other cases in accordance with Federal Law No. 161-FZ dated June 27, 2011, "On the National Payment System."

3.22. Failure to comply with the requirements specified in Clause 3.21 of the Terms and Conditions releases the Bank from any liability for unauthorized performance of any transactions using the Card Details.

3.23. In case of the Card's Compromise and/or its use without the Client's consent, the Holder is obliged to immediately inform the Bank (no later than the day following the day of receiving a notice from the money transfer operator about the performed transaction):

- By phone of the Information Center at +7 (495) 198-55-55 or 8 800 301-75-55;
- Through the System's website: [www.kwikpay.ru](http://www.kwikpay.ru);
- Through the Bank's website: [www.unistream.ru](http://www.unistream.ru);
- By personally contacting the Bank's office.

In this case, the Client (Holder) is obliged to block the Card in the System's Mobile Application (if technically possible), or to contact the Bank's office with a written application to terminate its validity.

To ensure the possibility of identifying the Holder when contacting the Bank by phone, they must provide: the Holder's full name, Card number, and the Code Word specified when issuing the Card.

The Bank also reserves the right to request additional information from the Holder for identification. The Holder consents to the Bank's use of the telephone conversation recording, processing of personal data as confirmation of the grounds for executing the Holder's instruction to Block the Card.

The issuance of a new Card due to the loss of the previous one is carried out by the Holder by submitting a request for a new Card in the System's Mobile Application (if technically possible).

3.24. When the Card number is placed on the Stop List, any transactions on the Card are prohibited during the period the Card information is on the Stop List.

3.25. In case of the Card's Compromise, the Client is responsible for all transactions on the Card.

3.26. The Card is issued for a specific validity period. The Card is valid until the last day of the month indicated on the Card, inclusive. The use of the Card Details after the expiration of the Card's validity period is prohibited.

3.27. In case of the Bank's automatic reissuance of the Card upon the expiration of its validity period, the Bank sends an SMS notification or Push notification to the Holder and provides the Holder with new Details through the System's Mobile Application.

3.28. Automatic reissuance of the Card for a new term is not performed if the Card is blocked at the initiative of the Bank or the Holder. Reissuance of a blocked Card is issued only after its unblocking.

3.29. If the Bank suspects the Card's Compromise, the Bank has the right to reissue the Card before the expiration of its validity period, notifying the Holder by sending an SMS notification or Push notification.

3.30. During the term of the Agreement, the Card may be reissued at the Holder's initiative based on a request submitted by the Holder through the System's Mobile Application (if the service is actually available).

3.31. The expiration of the Card's validity period does not mean the expiration of the Agreement's validity period.

#### ### 4. MANAGEMENT OF THE E-MONEY ACCOUNT

«4.1.» Upon acceptance of the Offer based on the data provided by the Cardholder through the System's Mobile Application when initiating the Card issuance, the Bank opens an E-Money Account. The Bank records the funds on this account by creating an entry reflecting the amount of the Bank's (E-Money Operator's) obligations to the Cardholder in the amount of the provided funds (hereinafter referred to as the "E-Money Balance").

«4.2.» The following operations are performed on the Cardholder's E-Money Account:

- Increasing the E-Money Balance on the Cardholder's E-Money Account upon receipt of funds in favor of the Cardholder in accordance with the list of operations specified in clause 3.8 of the Terms;
- Decreasing the E-Money Balance on the Cardholder's E-Money Account when performing the operations specified in clause 3.8 of the Terms;
- Decreasing the E-Money Balance on the Cardholder's E-Money Account to repay any other debt of the Cardholder to the Bank and in other cases provided for by the legislation of the Russian Federation, based on the Cardholder's prior consent to debit the E-Money from the E-Money Account.

Documents of the Cardholder when performing operations on the E-Money Account using the Card are authenticated by an analogue of a handwritten signature and/or by codes (including CVV2), passwords, and other means that allow confirming that the document was prepared by the Cardholder or a person authorized by the Cardholder.

«4.3.» Funds received in favor of the Cardholder shall be credited to the E-Money Account no later than the business day following the day the Bank receives documents that allow unequivocally identifying the Cardholder as the recipient of the funds in the manner specified in the Terms, unless a shorter period is established by the rules of the Payment System. The Bank has the right to request the necessary documents confirming the legality of the relevant operations on the E-Money Account. The Bank has the right to suspend the crediting of funds to the E-Money Account and/or the execution of payment documents provided by the Cardholder until the documents confirming the legality of the relevant operations on the E-Money Account are provided.

«4.4.» The increase in the E-Money Account balance is carried out within the Card limit / restriction on the maximum total one-time balance of funds on all the Client's prepaid cards, established by the Bank's Tariffs.

«4.5.» If an increase in the E-Money Account balance by the amount of received funds would result in exceeding the Card limit / restriction on the maximum total one-time balance of funds on all the Client's prepaid cards, established by the Bank's Tariffs, such an increase in the E-Money Account balance will not be carried out by the Bank, and the Bank has the right to return the entire amount of received funds to the

sender's details (except for cases of receipt of funds in favor of the Client from a Merchant, the return of which is made to the Client in accordance with Section 5 of the Terms).

«4.6.» The Bank has the right not to credit received funds to the E-Money Account and return them to the payer in cases where crediting to the E-Money Account is impossible due to insufficient, inaccurate, or contradictory details of the payment document, or non-compliance of the payment document with the E-Money Account regime, the legislation of the Russian Federation, regulatory documents of the Bank of Russia, and banking rules.

«4.7.» The amount and currency of the Operation on the day it is performed by the Cardholder may differ from the amount and currency of this Operation when the funds are credited to the E-Money Account, or for the Operation submitted for debiting by the settlement participants, including credit institutions, Payment Systems, and other legal entities through which the Operation was carried out (settlement participants). If the currency of the E-Money Account differs from the currency in which the funds were received / the Operation was submitted for debiting by the settlement participants (including in the case of the Cardholder performing an operation in a currency different from the currency of the E-Money Account), the Cardholder authorizes the Bank to convert the amount received to the E-Money Account / debited from the E-Money Account into the currency of the Operation amount, received funds / submitted for debiting from the Bank by the settlement participants, at the exchange rate set by the Bank on the day of crediting / debiting. The exchange rate on the day of debiting the Operation amount from the account may not coincide with the exchange rate on the day it was performed. The resulting exchange rate difference cannot be the subject of a claim by the Cardholder.

«4.8.» Payments / Transfers of funds to the E-Money Account can be made from other bank accounts or E-Money Accounts of the Cardholder or accounts of third parties opened with the Bank or any other credit institution, subject to compliance with the restrictions or limits established by the Agreement, Tariffs, and the legislation of the Russian Federation, regulatory documents of the Bank of Russia, rules of Payment Systems, and banking rules.

«4.9.» The transfer of E-Money using the Card is carried out within no more than three business days after the Bank (E-Money Operator) accepts the Cardholder's order, unless a shorter period is established by the rules of the Payment System.

«4.10.» The deposit of funds to the E-Money Account by third parties is allowed in the manner provided for in clause 1 of Article 845 of the Civil Code of the Russian Federation.

«4.11.» The debiting of funds from the E-Money Account, as well as money transfers without opening an account, in which the Cardholder acts as the sender or recipient, is carried out without prior notice to the Cardholder in the following cases and in the following order:

- In case of erroneous crediting of funds to the E-Money Account;
- To repay the Debt under the Agreement (including accrued fees, Overdrafts (balance));
- To compensate the Bank for the amounts of Operations performed using the Payment System, upon receipt by the Bank of settlement information from the Payment System about the debiting of the amounts of Operations. In this case, this payment information may represent the equivalent in foreign currency of the Operation amount, calculated by the Payment System at its independently established exchange rate;
- To pay the Bank's fees and expenses in accordance with the Tariffs, including the Bank's fees and expenses for restricting the use and withdrawal of Cards, initiated by both the Cardholder and/or the Cardholder, as well as the acquirer;
- To pay penalties (fees) for Overdrafts (balance), amounts of funds erroneously issued from the Cardholder's E-Money Account / transferred from the E-Money Account at the Cardholder's request in case of insufficient / absence of the available Payment Limit (balance), fees, penalty amounts, and other Debt of the Cardholder to the Bank in cases provided for by the relevant agreement;
- To perform the operation of debiting funds from the E-Money Account, it is carried out within the Payment Limit (balance) available at the time of execution of the relevant payment document, taking into account the

fees payable to the Bank for performing the relevant Operation. The Bank is not responsible for non-execution of the Cardholder's instructions if the amount of the instructions exceeds the Payment Limit (balance).

«4.12.» The Cardholder has the right, based on a written application submitted to the Bank's office, to set restrictions on the operations performed using the Bank's Mobile Application / System's Mobile Application (if there is actual technical capability), either restrictions on the maximum amount of a single operation and/or operations for a certain period of time. Restrictions on operations can be set for all operations of the Cardholder or for specific types of operations.

«4.13.» A statement on the E-Money Account is provided to the Cardholder upon request at the Bank's offices, the list and addresses of which are posted on the Bank's Website.

«4.14.» Termination of the use of the E-Money Account at the initiative of the Bank may be carried out in the following cases:

- If the Bank suspects a violation of the procedure for using the E-Money Account and/or the Card. In this case, the presence of signs of violation of the procedure for using the E-Money Account is determined at the discretion of the Bank;
- If it is necessary to ensure the safety of the Cardholder's funds, access to which is carried out using the Card, in respect of which the Bank has suspicions of unauthorized access, including in cases of loss of data or the risk of loss of data used for authorization in the System's Mobile Application;
- In the presence of non-standard or unusually complex transaction schemes that differ from the usual order of transactions typical for the Bank's users;
- In the case of the Bank fulfilling the requirements established by the legislation of the Russian Federation on combating the legalization (laundering) of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction;
- In the case of crediting funds to the E-Money Account sent as a result of unauthorized access to the account. In this case, it does not matter whether the E-Money Account is the final recipient of the funds at the time of termination of use or was used in transit;
- In the case of the Cardholder disputing the operation of providing funds to the Bank using the Card;
- In the case of the Bank having information about the inclusion of the Cardholder in the Unified Federal Register of Bankruptcy Information;
- In other cases provided for by the Terms and/or in the case where the Cardholder has committed and/or intends to commit actions assessed by the Bank as fraudulent, deceitful, and/or other manipulations that have caused or could cause material and/or moral and/or other damage, reputational risks, and other harmful, negative consequences of various types and degrees for the Bank, other users, as well as other persons.

«4.15.» Termination of the use of the E-Money Account entails the termination of all operations leading to a decrease in the balance of funds in the E-Money Account at the Cardholder's request. Operations leading to an increase in the balance of funds in the E-Money Account may also be terminated at the initiative of the Bank.

«4.16.» In the case of termination of the use of the E-Money Account and/or the Card at the initiative of the Bank, the following terms are established depending on the basis:

- Until the Cardholder fully eliminates the remediable violations of the procedure for using the E-Money Account and/or the Card committed by them;
- Until the Bank is fully confident that there is no unauthorized access to the E-Money Account and/or the Card;
- Until the Bank reviews the explanations and documents on the performed Operation provided by the Cardholder, requested by the Bank;
- Until the Bank makes a decision on the consequences of the identified facts of unauthorized access, but no more than 3 (three) months from the date of termination of the use of the E-Money Account and/or the Card;
- Until the Bank receives information about the termination for any reason of the bankruptcy proceedings against the Cardholder.

«4.17.» The transfer of funds from the E-Money Account is not carried out if an operation using the Card or a transfer of funds using the Fast Payment System is detected that corresponds to the signs of a transfer of funds without the voluntary consent of the client. The Bank immediately sends the Cardholder a corresponding notification through any communication channel specified in these Terms.

«4.18.» The transfer of funds from the E-Money Account may be blocked until the recipient of the funds confirms the transfer. Information that the transfer requires confirmation by the recipient is communicated to the Cardholder in the interface of the Mobile Application (if there is actual technical capability). If the transfer is confirmed by the recipient of the funds, the Bank accepts the Cardholder's order for execution. If the transfer is not confirmed by the recipient, or the recipient refuses to receive the transfer, the Bank cancels the Cardholder's order for the transfer, and the blocked amount becomes available to the Cardholder.

## 5. PROCEDURE FOR REFUNDING FUNDS FROM THE MERCHANT

5.1. Funds received by the Bank for refund transactions increase the balance on the EDS Account on the date of their receipt within the card limit and the restriction on the maximum total one-time balance on all the Client's prepaid cards, as established by the Bank's Tariffs.

5.2. The Client, through the System's Mobile Application, monitors the balance on their EDS Account and takes all necessary measures to ensure that the Bank can increase the balance on the EDS Account by the amount of funds received within the card limit and the restriction on the maximum total one-time balance on all prepaid cards, as established by the Bank's Tariffs.

5.3. If increasing the balance on the EDS Account on the date of receipt of funds by the Bank would result in exceeding the card limit or the restriction on the maximum total one-time balance on all the Client's prepaid cards, as established by the Bank's Tariffs, such an increase in the balance on the EDS Account on the specified date will not be carried out.

5.4. The Bank informs the Client about the inability to increase the balance on the EDS Account by the amount of funds received by sending an SMS message or Push notification to the Client.

5.5. Within 10 (Ten) calendar days from the date of receiving the information specified in clause 5.4. of the Terms, the Client takes the necessary actions to reduce the current balance on the EDS Account so that increasing the balance on the EDS Account by the amount of funds received does not lead to exceeding the card limit or the restriction on the maximum total one-time balance on all the Client's prepaid cards, as established by the Bank's Tariffs.

5.6. After the Client performs the actions specified in clause 5.5. of the Terms, the Bank increases the balance on the EDS Account by the amount of funds received. If the actions are not performed, the measures provided for in clause 5.7. of the Terms are carried out.

5.7. If the actions specified in clause 5.5. of the Terms are not performed (in case it is impossible to increase the balance on the EDS Account by the amount of funds received), the Client instructs the Bank to transfer funds from the balance on the EDS Account to the mobile operator to pay for the communication services of the Mobile Phone specified in the Application, in the amount by which the received funds can be accounted for by the Bank to increase the balance on the EDS Account. This instruction applies to all the Client's prepaid cards. The Client authorizes the Bank to execute this instruction during the term of the Agreement in each case where increasing the balance on the EDS Account by the amount of funds received from the Merchant would result in exceeding the card limit or the maximum total one-time balance on all the Client's prepaid cards, as established by the Bank's Tariffs.

## 6. PROCEDURE FOR CONDUCTING OPERATIONS USING THE CARD

When the Cardholder conducts an Operation using the Card, the Bank undertakes to conduct the Operation on the EDS Account as specified in clause 4.2. of the Terms.

6.1. The amount of the Bank's fees charged for Operations performed using the Card is set in the Tariffs. Other credit institutions, financial institutions, Payment Systems, and other settlement participants may set their own additional fees and charges for similar Operations.

6.2. The Bank is not responsible for fees and additional payments charged by other credit institutions, financial institutions, Payment Systems, and other settlement participants for conducting Operations using the Card.

6.3. The Card must not be used by the Cardholder for any illegal activities, including the purchase of goods / works / services prohibited by the legislation of the Russian Federation, for conducting Operations that do not

comply with the EDS Account regime, as well as those related to investment activities, business activities, or private practice.

6.4. In case of violation by the Cardholder of the provisions of Section 8 of the Terms, the Bank has the right to take the following actions at its discretion:

- Request the Cardholder to provide written explanations and/or documents justifying the conducted Operation;
- Require the Cardholder to open an account for conducting Operations, the regime of which corresponds to their nature in accordance with the legislation of the Russian Federation;
- Send the Cardholder a letter with a notice of unilateral refusal to perform the Agreement and block the Card;
- Terminate or restrict the Card's operation.

6.5. Information on Operations using the Card, received from Payment Systems, including in electronic form, is the basis for resolving disputes related to the Agreement.

## «7. OBLIGATIONS OF THE BANK»

7.1. To familiarize the Cardholder with the terms of the Agreement and independently regulate relations with them.

7.2. To maintain confidentiality regarding the Cardholder's information and transactions, disclosing such information to third parties only in cases provided for by the legislation of the Russian Federation and/or the Agreement.

7.3. To provide the Cardholder, upon request, with consultations on payment matters, the technical aspects of conducting banking operations, and other issues directly related to the Agreement, as well as to inform the Cardholder about the current debt to the Bank and the procedure for its repayment.

7.4. In case of a positive decision on the possibility of issuing the Card: to open an EDS Account for the Cardholder and send the Card Details via SMS message / Push notification.

7.5. To block the Card upon receiving a notification from the Cardholder in case of Card Compromise.

7.6. To provide the Cardholder or their authorized representative (based on a notarized power of attorney or a Bank-approved form) with information on the movement of funds in the EDS Account upon request. The information is provided in the form of a Statement.

7.7. The Bank is obliged to check for signs of money transfers made without the voluntary consent of the client, i.e., without the client's consent or with consent obtained under deception or abuse of trust, before debiting the Cardholder's funds (in case of a transaction using the Card, electronic money transfer, or transfer using the Bank of Russia's fast payment system) or when accepting the Client's order (in case of money transfers under other circumstances).

7.8. To review the Cardholder's claims related to the use of the Card and provide information on the results of such review within 30 calendar days from the date the Bank receives the corresponding claim, or within 60 calendar days in case of cross-border money transfers using the Card.

7.9. To return the remaining funds on the EDS Account to the Cardholder in cash or via a non-cash transfer to the Cardholder's account, according to the application, in case of termination of the Agreement after 30 calendar days from the date the Cardholder submits the termination application, provided that all other financial obligations between the Bank and the Cardholder are settled, taking into account the restrictions or limits established by the Agreement, Tariffs, and the legislation of the Russian Federation.

7.10. To debit and credit funds to the EDS Account in compliance with the requirements of the currency legislation of the Russian Federation (Federal Law No. 173-FZ of December 10, 2003, "On Currency Regulation and Currency Control") and the acts of currency regulation authorities.

7.11. To inform the Cardholder about the Operations performed using the Card through the following methods:

- By sending an SMS message / Push notification to the phone number provided to the Bank through the System's Mobile Application during the Card issuance. SMS messages / Push notifications are sent as part of the SMS notification service according to the established Tariffs;
- By sending a message through the System's Mobile Application (if such a service is available at the Bank);
- Upon the Cardholder's personal request at the Bank;
- By reflecting the information about the completed operation in the EDS Account statement.

A notification about an Operation performed using the Card is considered to be the display of the Operation in the System's Mobile Application.

Notification of the Cardholder by any of the specified methods is considered confirmation of the Operation and sufficient for full information about the completion of the said Operation. The Bank's obligation to notify the Cardholder about the completion of the Operation is considered duly fulfilled at the moment the corresponding notification is sent. The message about the completed operation is considered received by the Cardholder 24 hours after the message is sent.

Any of the notification methods specified in these Terms is considered agreed upon between the Bank and the Cardholder.

7.12. To perform other obligations stipulated by the Agreement.

## «8. OBLIGATIONS OF THE CARDHOLDER»

8.1. The Cardholder is obliged to repay the amount of the Overdraft (balance), commissions, penalties stipulated by the Agreement, as well as to reimburse all the Bank's expenses under the Agreement.

8.2. The Cardholder is obliged to ensure that the EDS Account has sufficient funds to repay the Overdraft balance, commissions, and penalties no later than 5 (Five) business days from the date such payment obligations arise.

8.3. To fulfill the Bank's request for early fulfillment of obligations under the Agreement in the manner and within the time limits specified in the request.

8.4. To notify the Bank of any changes to the data provided to the Bank through the System's Mobile Application (if such a service is actually available) or provided at the Bank's offices during the Card issuance and Identification, as well as of any circumstances that may affect the Cardholder's ability to fulfill their obligations under the Agreement. Notification of such changes must be communicated to the Bank by calling the Information Center at +7 (495) 198-55-55 or 8 800 301-75-55, with mandatory written confirmation of the changes sent to the Bank along with supporting documents for Clients who have undergone Identification. Documents must be provided within 5 (Five) calendar days from the date of the changes / occurrence of the said circumstances.

8.5. In case of failure to provide or provision of inaccurate Contact Data by the Cardholder, as well as in case of failure to provide updated Contact Data, the Bank's obligation to notify the Cardholder of the performed operations is considered fulfilled from the moment the notification is sent to the available Contact Data of the Cardholder. If clause 8.4. of the Terms is not fulfilled, the Bank has the right to charge a penalty from the EDS Account in the amount of the Bank's incurred losses.

8.6. To reimburse and return to the Bank unconditionally any funds erroneously credited to the EDS Account. To keep accurate records and subsequently return all funds erroneously credited to the EDS Account due to a technical failure. To notify the Bank of each case of erroneous crediting of funds.

8.7. To pay the Bank amounts related to the prevention and investigation of illegal use of the Card, amounts of disputed Operations previously credited by the Bank to the EDS Account, if such crediting is subsequently deemed unjustified by the Bank.

8.8. To keep all documents related to Operations for 3 (Three) months from the date of their preparation and provide them to the Bank upon its first request.

8.9. To regularly, at least once a month, contact the Bank to obtain information about any changes and additions to the Terms and/or Tariffs. Visiting the relevant sections of the System's website at [www.kwikpay.ru](http://www.kwikpay.ru), as well as the Bank's website at [www.unistream.ru](http://www.unistream.ru), containing information about the current Terms and/or Tariffs, as well as upcoming changes and additions to the Terms and/or Tariffs, is considered equivalent to the Cardholder's direct request for such information from the Bank.

8.10. The Cardholder's use of the Card may be suspended or terminated by the Bank based on a notification from the Cardholder or at the Bank's initiative in case of the Cardholder's violation of the Card usage procedure under the Agreement. In this case, the Bank notifies the Cardholder of the termination or suspension of the Card use on the same day by informing the Cardholder of the reasons for the termination or suspension of the Card by any method described in clause 10.9. of the Terms.

8.11. In cases where the Bank identifies signs of money transfers made without the voluntary consent of the Cardholder, the Bank refuses to perform the operation, suspends the Cardholder's use of the Card, and conducts the procedure in accordance with Federal Law No. 161-FZ of June 27, 2011, "On the National Payment System." Suspension or termination of the Cardholder's use of the Card does not terminate the obligations of the Cardholder and the Bank that arose before the suspension or termination of such use. In this

case, the Bank notifies the Cardholder of the termination or suspension of the Card use on the same day by informing the Cardholder of the reasons for the termination or suspension of the Card by any method described in clause 10.9. of the Terms.

8.12. The Cardholder is obliged to follow the Bank's recommendations to reduce the risks of repeated unauthorized money transfers.

8.13. To regularly, at least once a week, monitor the status of the EDS Account to prevent Overdraft (balance) and to detect unauthorized Operations using the ESP performed by third parties.

8.14. To perform Operations using the ESP within the Payment Limit (balance) (taking into account the Bank's established Operation Limits). In case of exceeding the Payment Limit (balance), the Cardholder must pay the excess amount.

8.15. To pay the Bank commissions, fees, and other payments due to the Bank in the amount and manner stipulated by the Agreement and Tariffs.

8.16. In case of return of Goods paid for using the Card to the Merchant, such return can only be made to the EDS Account via a non-cash transfer.

8.17. Not to transfer the Card Details to third parties for performing operations using the Card Details, not to provide third parties with access to the System's Mobile Application for performing Operations using the EDS Account and Card Details. In case of disclosure of the Card Details to third parties and provision of access to third parties, the Client bears the risk of losses independently. The Bank is not responsible for compensating the Client's possible losses in case of the Client's violation of the conditions specified in this clause of the Terms.

8.18. Not to exceed the balance of funds on the EDS Account at any time and the total amount of transferred EDS within a calendar month, as established by the Tariffs and Terms.

8.19. The Cardholder grants permission (acceptance) for the Bank to debit any funds belonging to the Client, including money transfers without opening an account, in which the Cardholder acts as the sender or recipient, to repay any debt to the Bank, as well as in other cases provided for by the legislation of the Russian Federation.

8.20. To provide the Bank with documents and information requested by the Bank within no later than 7 (Seven) business days from the date of receipt of the Bank's request, except in cases where the documents and/or information must be provided to the Bank before the Cardholder performs an Operation on the EDS Account.

8.21. In case it is not possible to provide the documents and information requested by the Bank (in full or in part) on legal grounds, the Cardholder is obliged to notify the Bank in writing within no later than 7 (Seven) business days from the date of receipt of the Bank's request of the reasons for the impossibility of providing the requested documents and information, or to provide the Bank with a letter containing a list of documents and/or information that cannot be provided, indicating the reason why the said documents and/or information cannot be provided, and the deadline for providing these documents and/or information to the Bank.

8.22. To take all measures to prevent Card Compromise.

8.23. To perform Card Operations within the Payment Limit (balance), taking into account the Bank's established Operation Limits.

8.24. To maintain confidentiality when performing Operations using the Card and to prevent Card Compromise.

8.25. To provide the Bank, upon its request, with information and documents confirming the source of funds used to increase the balance of the EDS Account and the basis for the operation.

8.26. In case of circumstances under which the use of the EDS Account contradicts these Terms and/or the legislation of the Russian Federation (loss of citizenship, change of legal status, etc.), to immediately stop using the EDS Account until the termination and/or change of such circumstances.

8.27. The Cardholder confirms and agrees that when issuing the Card, the Bank automatically activates the "SMS-info" service for notifications about operations with the Card or its details, for the purpose of monitoring operations performed using the Card or its details. The conditions for activating the service are considered agreed upon between the Bank and the Cardholder. The Cardholder has the right to refuse the "SMS-info" service at any time before the expiration of the Card by submitting an application to the Bank.

## «9. OBLIGATIONS OF THE SYSTEM»



- 9.1. To assist Clients in obtaining information about the possibility of issuing a Card, including providing information about the addresses of the Bank's internal structural divisions, as well as informing Clients who are Cardholders about changes to the Terms and Tariffs.
- 9.2. To promptly provide the Bank with documents and information received from the Client through the System's Mobile Application.
- 9.3. To familiarize the Cardholder with the terms of the Agreement in the System's Mobile Application.
- 9.4. To maintain confidentiality regarding the Cardholder's information and transactions in accordance with the legislation of the Russian Federation and the Agreement.
- 9.5. To perform other obligations stipulated by the Agreement.

## «10. RIGHTS OF THE BANK»

- 10.1. To verify the accuracy of the information provided by the Cardholder regarding the Client's financial status. To require the Cardholder to present to the Bank the documents whose details are specified in the ED (request for Card issuance) and to make copies of them.
- 10.2. In case of a positive decision on the possibility of issuing a Card, at its discretion, to provide the Cardholder with a Card of a similar type (category) or a Card of a lower type (category).
- 10.3. To terminate or suspend the Card by blocking it, as well as to refuse the Cardholder the renewal, replacement, or issuance of a new Card. In this case, the Bank notifies the Client of the termination or suspension of the Card on the same day by informing the Client of the reasons for the termination or suspension of the Card by one of the methods described in clause 10.9 of the Terms.
- 10.4. To charge the Cardholder's EDS Account for any costs incurred in obtaining the fulfillment of their obligations under the Agreement based on prior consent.
- 10.5. To require the Cardholder to pay commissions, penalties stipulated by the Agreement and Tariffs by debiting the amount of such penalties from the EDS Account under the conditions of prior consent given by the Cardholder in accordance with the terms of the Agreement.
- 10.6. To debit the EDS Account, other accounts of the Cardholder in the Bank, as well as money transfers without opening an account, in which the Cardholder acts as the sender or recipient, to repay the Overdraft (balance) and other payments stipulated by the Agreement, amounts for Operations performed by the Cardholder, taxes in the manner prescribed by the current legislation of the Russian Federation, as well as to reimburse the Bank's costs for fulfilling the Cardholder's obligations under the Agreement, to repay other debts to the Bank, and in other cases provided for by the legislation of the Russian Federation (prior consent).
- 10.7. To debit the EDS Account under the conditions of prior consent given by the Cardholder or otherwise demand from the Cardholder the amounts of funds erroneously credited to the EDS Account; amounts related to the prevention and investigation of illegal use of the Card(s); amounts of disputed Operations previously credited by the Bank to the EDS Account, if such crediting is subsequently deemed unjustified by the Bank.
- 10.8. To refuse to increase the balance of electronic funds in the EDS Account if, as a result of the crediting operation, the balance of funds in the EDS Account may exceed the limit and restriction established by the Tariffs and Terms.
- 10.9. To send the Cardholder information about the fulfillment / improper fulfillment of its obligations under the Agreement, about the suspension and/or refusal to perform an operation using the Card, about the need to repeat the operation (in case of refusal to perform an operation corresponding to signs of a money transfer without the voluntary consent of the client), as well as other information related to the Bank's activities through electronic means of communication and/or SMS messages / Push notifications to the addresses / phone numbers provided by the Cardholder to the Bank when concluding the Agreement. In this case, the Cardholder bears all risks associated with the fact that the information sent by the Bank may become available to third parties.
- 10.10. To unilaterally amend the Terms and/or Tariffs, unless otherwise provided by the legislation of the Russian Federation. In case the Bank makes changes to the Terms and/or Tariffs in the manner specified above, the Bank notifies the Cardholder no later than 14 (fourteen) calendar days before the date such changes take effect, by any of the following methods (at the Bank's discretion):
  - By placing printed copies of the new versions of the specified documents on information boards in the Bank's divisions;

- By sending a message to the email address provided to the Bank through the System's Mobile Application during the Card issuance;
- By posting the specified information on the System's Website: <https://kwikpay.ru>, as well as on the Bank's Website: [www.unistream.ru](http://www.unistream.ru);
- By sending the specified information to the Cardholder by mail or by personal delivery;
- By sending a message using the System's Mobile Application;
- By sending an SMS message / Push notification to the phone number provided to the Bank through the System's Mobile Application during the Card issuance.

Any changes and additions made to the specified documents from the moment they take effect, in compliance with the procedures specified in the Terms, equally apply to all Cardholders, including those who entered into the Agreement before the date such changes and additions took effect, except in cases where the new Terms or Tariffs expressly state otherwise.

10.11. To record telephone conversations with the Cardholder when they contact the Bank for quality control purposes at its discretion, as well as to use the recording to confirm the fact of such contact.

10.12. The Bank has the right to refuse the Cardholder to conclude the Agreement, to unblock / reissue the Card without explanation, including in case of the Cardholder's refusal to consent to the processing of personal data (Appendix No. 2 to the Terms).

10.13. In case of early termination of the Card at the Bank's initiative, to send the Cardholder a demand to repay all Debts to the Bank.

10.14. To provide the Cardholder with information about the Bank's services, joint services of the Bank and the System and third parties, products (goods, works, services) by sending a message using the System's Mobile Application.

10.15. To apply restrictions on the type, number, or amount of Operations for certain Operations performed by the Cardholder using the Card or Card Details, which may be dictated by legislative and regulatory acts, internal rules of the Bank, rules of Payment Systems, as well as internal rules of organizations through which such Operations are carried out.

10.16. To establish and change limits on Operations conducted on the EDS Account using the Card.

10.17. To require the Cardholder to present documents for identification as provided by the legislation of the Russian Federation, regulatory documents of the Bank of Russia, and internal documents of the Bank.

10.18. In case of crediting funds to the Cardholder's EDS Account due to the return of goods purchased by the Cardholder, to delay the crediting of funds to the EDS Account for 30 (Thirty) calendar days to prevent erroneous debits from the EDS Account that may occur due to the fault of the Merchant or acquirer (a bank or other organization that carries out all operations related to interaction with card service points, including terminals in Merchants) and lead to the Cardholder's Overdraft (balance).

10.19. In case the amount paid by the Cardholder is insufficient to fully repay the existing debt to the Bank, to allocate the received funds to repay the debt in the order specified in clause 4.11 of the Terms.

10.20. In cases established by the current legislation of the Russian Federation, to perform control and other functions assigned to the Bank by the legislation of the Russian Federation in relation to the Cardholder, in connection with which to request from the Cardholder any necessary documents and/or written explanations regarding the nature and economic meaning of the intended or performed Operations.

10.21. To request information necessary to fulfill the requirements of Federal Law No. 115-FZ of August 7, 2001, "On Counteracting the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism," or the requirements of Federal Law No. 161-FZ of June 27, 2011, "On the National Payment System," including the following documents and information:

- Documents and information necessary for the Bank to verify the compliance of the Operations conducted on the EDS Account with the norms and requirements of the legislation of the Russian Federation;
- Documents justifying the crediting to the EDS Account and/or debiting of funds from the EDS Account (documents that are the basis for conducting Operations on the EDS Account);
- Documents confirming the source of funds;
- Information about the Cardholder's place of work and position;
- Documents and information necessary for conducting identification of the Cardholder, the Cardholder's representative, persons in whose favor the Client acts (beneficiaries), the beneficial owner, and updating documents and information obtained as a result of identifying the Cardholder, the Cardholder's representative, beneficiaries, the beneficial owner in accordance with the legislation of the Russian Federation;

- Documents and other information necessary for conducting currency control in accordance with the requirements of currency legislation;
- Confirmation from the Client that the operation of transferring funds using the Card and/or its Card Details is not a transfer of funds without the voluntary consent of the client;
- Other documents at the Bank's discretion.

10.22. To terminate this Agreement with the Client unilaterally:

- In case of absence of Operations using the Card for 6 (Six) consecutive calendar months;
- In case of untimely submission / failure to submit to the Bank the information (documents) provided for by the Terms and approved by the Bank's regulatory requirements in the field of AML/CFT;
- In cases and in the manner provided for by the legislation of the Russian Federation, including in case of two or more decisions to refuse to perform an operation in accordance with the requirements of Federal Law No. 115-FZ within a calendar year and regular exceeding of the limits and restrictions established by the Tariffs, the amount of the balance of electronic funds at any time;
- In case of receiving information about the compromise of the Card from Payment Systems.

The Bank notifies the Cardholder of the termination of the Agreement on the same day by informing the Cardholder of the reasons for the termination of the Agreement by any method described in clause 10.9 of the Terms.

10.23. To suspend Operations on the Cardholder's EDS Account in cases and in the manner established by the legislation of the Russian Federation.

10.24. In accordance with the current legislation of the Russian Federation, to refuse to perform an operation on the EDS Account, including to refuse to perform an operation based on the Cardholder's order, if, as a result of the implementation of internal control rules, the Bank has suspicions that the operation is being carried out for the purpose of legalizing (laundering) proceeds from crime and financing terrorism or the operation has signs of a money transfer without the voluntary consent of the client, namely without the client's consent or with the client's consent obtained under the influence of deception or abuse of trust (hereinafter referred to as a money transfer without the voluntary consent of the client (Cardholder)).

10.25. To refuse the Cardholder to accept an order to perform an Operation on the EDS Account signed by an analogue of a handwritten signature in case of establishing the performance of Operations that do not comply with the EDS Account regime, as well as related to investment activities, entrepreneurial activities, or private practice.

10.26. To freeze (block) electronic funds in the EDS Account in cases established by the current legislation of the Russian Federation.

10.27. If a suspicious operation is detected, the Bank has the right to suspend or terminate the provision of services under the Agreement, including by blocking the Card (or other ESP), until the circumstances that caused suspicions of fraudulent actions with the Card or circumstances indicating a risk of violation of the legislation of the Russian Federation cease, as well as to refuse to perform the operation. To suspend or terminate the provision of services by the Bank under the Agreement by blocking the Card (or other ESP) in the following cases:

- In case the Bank has suspicions that the Client (or Cardholder) is performing Operations using the Card Details related to fraudulent or other illegal actions;
- In case of circumstances indicating a risk of violation of the legislation of the Russian Federation, including the requirements of Federal Law No. 115-FZ of August 7, 2001, "On Counteracting the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" (including cases of performing Operations using the Card or other ESP for the purpose of cashing out funds);
- If there is inaccuracy of the information provided during Identification (and/or information about the Cardholder's mobile phone number);
- In other cases expressly provided for by the Terms and the current legislation of the Russian Federation.

10.28. The Bank has the right to terminate the use of the EDS Account and the Card at the initiative of authorized state, regulatory, and supervisory authorities in cases and in the manner established by federal law. Decisions made in the prescribed manner by authorities authorized to make such decisions in accordance with federal law are executed by the Bank immediately upon receipt.

10.29. The Bank has the right, when considering the Cardholder's application in case the Bank receives an application from the Cardholder about their disagreement with the performed Operation, to request additional information from the Cardholder, the Bank also has the right to request information from third parties, including

the Payment System within which the Card was issued, participants of such Payment System, trade and service enterprises, as well as to perform any other actions aimed at verifying the information provided by the Cardholder.

10.30. The Bank has the right to request from the Cardholder additional information about the Cardholder's Operations using the EDS Account and/or the provision of documents indicating data identifying the Cardholder, and/or the provision of a copy of the contract for the provision of mobile communication services concluded with the mobile operator and granting the Cardholder the right to use the Cardholder's mobile phone number. If the subscriber number to which the Cardholder has registered access to the EDS Account is corporate, the Cardholder must provide confirmation from the legal entity or individual entrepreneur of the existence of a contract for the provision of mobile communication services with the operator and confirmation that the corporate subscriber number in question has been transferred to the Cardholder.

10.31. To update information about the Cardholder, the Bank has the right to use information obtained from information systems of state authorities / the unified identification and authentication system (if the Cardholder uses a qualified electronic signature or a simple electronic signature).

10.32. To reduce the risk of illegal use of the EDS Account and/or the Card, the Bank has the right to change the restrictions established in accordance with Federal Law No. 161-FZ of June 27, 2011, "On the National Payment System."

10.33. The Bank is not responsible for the consequences of suspension and/or refusal to perform operations when applying measures to freeze (block) funds or other property due to the fulfillment of the requirements of Federal Law No. 115-FZ of August 7, 2001, "On Counteracting the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" or when implementing measures to counteract money transfers without the voluntary consent of the client in fulfillment of the requirements of Federal Law No. 161-FZ of June 27, 2011, "On the National Payment System."

10.34. The Bank is not responsible for the Cardholder's lack of access to the means by which the Cardholder can receive and/or send a notification, or for the untimely receipt and/or sending of a notification, including for failures in the operation of telecommunication and other communication channels, as well as the Internet, arising for reasons beyond the Bank's control and resulting in the Cardholder's untimely receipt or non-receipt of notifications from the Bank, or the Bank's untimely receipt or non-receipt of notifications from the Cardholder.

## «11. RIGHTS OF THE CARDHOLDER»

11.1. To request Statements for any required period, as well as other documents confirming the legality of the Bank's debiting of funds from the EDS Account in accordance with the Tariffs.

11.2. To submit a claim to the Bank regarding a disputed Transaction within the period specified in the Terms and Conditions.

11.3. To set a monthly/daily limit on Transactions by submitting a corresponding written application to the Bank.

11.4. To terminate or suspend the Card by blocking it. In this case, the Bank shall notify the Cardholder of the termination of the Card on the same day by informing the Cardholder of the reasons for termination or suspension of the Card in any manner described in clause 10.9 of the Terms and Conditions.

11.5. To close the EDS Account by submitting a corresponding application to the Bank at least 30 calendar days before the intended date of closing the EDS Account, provided that the Debt is fully repaid and there are no financial claims from the Bank, including under other agreements, and provided that the EDS Account is not under arrest. In this case, the Bank shall notify the Cardholder of the termination of the Agreement on the same day by informing the Cardholder of the reasons for termination of the Agreement in any manner described in clause 10.9 of the Terms and Conditions.

11.6. In case of loss of the Card Details or Compromise of the Card, to contact the Bank with an application to terminate its validity, in the form prescribed by the agreement, immediately after discovering the fact of loss or

compromise of the Card, but no later than the day following the day of receiving a notification from the money transfer operator about the completed Transaction.

11.7. To perform Transactions using the Card Details within the Payment Limit (balance).

11.8. The Cardholder is not entitled to use the EDS Account for illegal actions (having signs of a crime, administrative offense, non-fulfillment of civil obligations to the Bank or any third parties, money laundering, terrorism financing, or financing the proliferation of weapons of mass destruction, as determined solely at the Bank's discretion), including:

- For the systematic accumulation and further distribution of funds among several recipients and/or systematic transfers to their own details and/or receipt of cash and/or other transactions having signs of transit;
- For providing or collecting funds to finance an organized group, illegal armed formation, criminal community (criminal organization);
- For performing payment and/or receipt of payment transactions for objects withdrawn from or restricted in circulation;
- With the aim of theft and/or concealment of others' funds;
- For performing any transactions related to the dissemination of information, goods, works, or services promoting hatred, violence, racial or religious intolerance, Nazi or similar attributes and/or symbols, inciting the overthrow of government bodies and changes in the state system, illegal destruction of property, rebellion, mass riots, or other extremist activities;
- For performing any transactions directly or indirectly related to the financing of terrorism or the proliferation of weapons of mass destruction;
- For the purpose of performing any transactions violating any intellectual property rights or infringing on any intellectual property rights;
- For financing occult-religious, occult-philosophical, mystical, and other similar associations promoting the spread of destructive cults, manifestations of religious, ethnic, or confessional extremism;
- For collecting funds to finance the political activities of individuals, legal entities, including non-profit and public organizations;
- For performing any transactions related to activities involving the attraction of funds with the promise of income in amounts comparable to the amounts of attracted funds, as well as organizing such activities, including organizing and/or disseminating information about participation in investment pyramids and schemes, matrix programs, other similar fast enrichment schemes or network marketing programs, and other programs aimed at the theft of others' property or acquisition of rights to others' property through deception or abuse of trust.

## «12. LIABILITY»

12.1. The Cardholder is liable for their obligations to the Bank with all their property within the full amount of the Bank's costs for obtaining performance, including court costs, and compensation for other losses of the Bank related to the Cardholder's improper performance of their obligations under the Agreement.

12.2. Damage caused to the Bank due to non-performance or improper performance of the Agreement by the Cardholder shall be unconditionally compensated by the Cardholder.

12.3. The Bank is liable for non-compliance with banking secrecy regarding Transactions on the EDS Account.

12.4. The Bank is not liable for failures in the operation of mail, the Internet, or communication networks, resulting in the untimely receipt or non-receipt of notifications and/or Statements by the Client.

12.5. The Bank is released from property liability in case of technical failures (power outages or damage to communication networks, software failures of the Bank's processing center and database, technical failures of Payment Systems), as well as other unforeseen circumstances that led to the Bank's failure to fulfill the terms of the Agreement and/or causing any losses to the Client.

12.6. The Bank is released from property liability in case of losses or other adverse consequences for the Cardholder arising from the actions of the Bank's counterparties or other third parties, including the Bank's non-liability for losses or adverse consequences for the Cardholder due to possible delays in the passage of payments between various credit institutions and other organizations participating in settlements, both in Russia and in other countries, for the collection of commissions, fees, and other payments by any organizations participating in the transfer of funds.

12.7. The Bank considers claims regarding the Card if the application is submitted by the Cardholder or their authorized representative in accordance with the legislation of the Russian Federation.

12.8. The Bank is not liable in disputed situations arising from the Cardholder's failure to comply with the Terms and Conditions, as well as if the Card was not accepted for payment by a third party for any reason.

12.9. The Bank's liability under the Agreement arises only in case of fault in the Bank's actions, established by a court decision that has entered into legal force.

12.10. The Parties are released from liability for partial or complete non-performance of obligations under the Agreement if such non-performance is a consequence of the occurrence of extraordinary and unavoidable circumstances making it impossible for the Parties to fulfill their obligations under the Agreement, including:

- Natural disasters, terrorist acts, blockades, strikes, etc.;
- Adoption of regulatory acts by the highest legislative and/or executive authorities of the Russian Federation and/or other states, Central (National) Banks on the use of prepaid cards and transactions using prepaid cards, as well as on currency regulation issues;
- Adoption of decisions by Payment Systems, as well as competent authorities of other states, which may entail the impossibility of further work with the Card on the previous terms.

12.11. The Party for which the impossibility of fulfilling obligations has arisen due to the circumstances specified in clause 12.10 of the Terms and Conditions is obliged to notify the other Party no later than 5 (Five) working days from the date of the commencement of these circumstances, or from the date when these circumstances began to directly affect the performance of obligations under the Agreement, both about the occurrence of such circumstances and their termination, except in cases where these circumstances are publicly known. In this case, the Cardholder is obliged to notify the Bank in the manner prescribed by clause 8.4 of the Terms and Conditions, and the Bank is obliged to notify the Cardholder in the manner prescribed by clause 10.9 of the Terms and Conditions.

12.12. The running of all periods established for the performance of obligations under the Agreement is suspended for the entire duration of the circumstances specified in clause 12.10 of the Terms and Conditions.

12.13. If the circumstances specified in clause 12.10 of the Terms and Conditions continue for more than a month, the Parties have the right to terminate the Agreement in the manner prescribed by the Terms and Conditions.

12.14. The Cardholder is liable for performing Transactions in the following cases:

- When performing Transactions confirmed by the Cardholder's signature or by entering the CVV2, as well as related to ordering, paying for, or reserving Goods by mail, phone, or via the Internet by entering the CVV2;
- When performing Transactions by third parties with the Cardholder's knowledge.

12.15. If the Cardholder violates the procedure for using the Card in terms of fulfilling their obligation to provide the Bank with accurate contact information (updated information in case of changes), the Bank has the right to suspend the Cardholder's use of the Card in accordance with the Agreement.

«13. "SMS-INFO" SERVICE»

13.1. The "SMS-info" service is activated at the Cardholder's discretion for the purpose of monitoring Transactions made using the Card Details. It is activated at the time of Card issuance or upon contacting the Bank.

13.2. As part of the "SMS-info" service, the Bank provides the Client with the following information:

- About the activation of the "SMS-info" service;
- About the Payment Limit (balance) (including upon the Cardholder's corresponding SMS request (if such a service is available));
- About completed debit authorization Transactions;
- About the crediting of funds;
- Informational messages about the Bank's services.

13.3. As part of the "SMS-info" service, information is provided to the Cardholder through all communication channels for which the Cardholder has provided information (phone numbers, email addresses, residential address, etc.), via Push notifications in the Bank's Mobile Application / System's Mobile Application or messengers (if technically possible).

13.4. In case of discrepancies between the information contained in the Statement and the information provided to the Cardholder in accordance with this section of the Terms and Conditions, and when resolving all disputes arising from such discrepancies, the Cardholder and the Bank shall be guided by the information specified in the Statement.

13.5. The Bank is not responsible for the inability to send SMS messages to the Cardholder or receive SMS requests from the Cardholder (for the inability to provide the "SMS-info" service) if such inability is caused by the actions or inaction of the Cardholder and/or the mobile operator within the framework of the legal relationship between the Cardholder and the mobile operator, as well as related to other actions of the Cardholder, the mobile operator, or other third parties, or other reasons beyond the Bank's control. The Bank is not responsible for any losses incurred by the Cardholder as a result of the actions or inaction of the operator.

13.6. The Bank is not responsible if information about the Cardholder's Cards or Transactions conducted on them becomes known to third parties as a result of transmission through mobile operator channels or due to the loss of a mobile phone (SIM card).

13.7. The Bank is not responsible for the Cardholder's failure to receive the "SMS-info" service in the following cases:

- The mobile phone is turned off or technically faulty;
- The mobile phone is outside the network coverage area;
- The mobile phone is lost;
- The mobile phone number is blocked;
- The Cardholder's mobile phone number has been changed without timely notification to the Bank;
- Other reasons for the unavailability of the mobile phone number that are beyond the Bank's control.

13.8. The Bank is not responsible for losses incurred by the Cardholder due to the provision of an incorrect mobile phone number when subscribing to the "SMS-info" service.

#### «14. PROCEDURE FOR THE CARDHOLDER TO CONTACT THE BANK, PROCEDURE FOR THE BANK TO REVIEW APPLICATIONS»

14.1. The Cardholder may request the Bank to block the Card and/or submit a notification, in accordance with the Terms and Conditions, in one of the following ways:

- By submitting an application to the System's Mobile Application / Bank, attaching Supporting Documents;
- By calling the Bank's Information Center phone number specified in the Terms and Conditions, provided that the Cardholder correctly provides the Card number, and the Cardholder must follow the instructions received

from the Bank's employee and confirm such oral request within no later than 5 (Five) working days after the oral request to the Information Center by submitting a written application to the Bank.

- Other requests to the Bank, including applications for Card Unblocking, refunds, claims (including in connection with the Cardholder's disagreement with any completed Transaction), may only be made by the Client by submitting a written application to the Bank on paper, completed in the Bank's form and personally signed by the Cardholder, with Supporting Documents, the Card, and the presentation of the Cardholder's identity document (passport).

- The Cardholder may submit a written application to the Bank's offices, the list and addresses of which are posted on the Bank's Website.

14.2. The Bank reviews the Cardholder's applications submitted in accordance with clause 14.1 of the Terms and Conditions, accepts for consideration applications written only in Russian, and provides a response (including in writing at the Cardholder's request stated in the relevant application) within 30 (Thirty) calendar days from the date of receipt by the Bank, and in case the applications concern the use of the Card for cross-border Transactions (transfers), within 60 (Sixty) calendar days.

14.3. The Bank reviews the Client's applications independently, and in case the Bank receives an application regarding the Client's disagreement with a completed Transaction, the Bank may request additional information from the Client. The Bank may also request information from third parties, including the Payment System under which the Card was issued, participants of such Payment System, trade-service enterprises, as well as take any other actions aimed at verifying the information provided by the Client.

## «15. CONSENT TO THE PROCESSING OF PERSONAL DATA»

«15.1.» The Cardholder confirms their consent to the processing of their personal data (Appendix No. 2 to the Terms), including any changes or additions thereto, by the Bank and the Bank's partners, either independently or jointly, for the purposes and methods specified in this section.

The processing of personal data refers to automated, mixed, and non-automated processing of personal data, including the following actions: collection (receipt), recording, systematization, accumulation, storage, clarification (updating, modification), retrieval, use, anonymization, blocking, deletion, destruction, and transfer (provision, access).

The Cardholder grants JSCB "UNISTRIM" consent to transfer their personal data to third parties for the purposes of identification, authentication, verification, and data updating, including but not limited to:

- PJSC "VimpelCom" OGRN 1027700166636;
- JSC "ALFA-BANK" OGRN 102770006728.

«15.2.» Purposes of processing and the composition of processed personal data:

«15.2.1.» Conducting identification, authentication, and updating of the Cardholder's data.

Within the framework of this purpose, the Bank processes the Cardholder's personal data by:

- Identifying the Cardholder by exchanging personal data and documents to comply with anti-money laundering and counter-terrorism financing requirements;
- Updating the Cardholder's personal data by obtaining data from state authorities' information systems / the unified identification and authentication system using enhanced qualified electronic signatures or simple electronic signatures, to comply with anti-money laundering and counter-terrorism financing requirements;
- Recognizing printed and handwritten text, signatures, stamps, and tables using software and hardware systems. The service is provided by LLC "DIBRAIN" INN 7702430367 (if functionally available).

The composition of processed personal data for the purposes specified in clause 15.2.1 of these Terms includes: last name, first name, patronymic; date and place of birth; citizenship; gender; details and photo of an



identity document; mobile phone number; email address; individual insurance account number (SNILS); taxpayer identification number (INN); registration/residential address or place of stay.

«15.2.2.» Autofilling of the Cardholder's data.

Within the framework of this purpose, the Bank processes the Cardholder's personal data by:

- Autofilling forms and special applications when submitting requests using the System's Mobile Application.

The composition of processed personal data for the purposes specified in clause 15.2.2 of these Terms includes: last name, first name, patronymic; date and place of birth; citizenship; gender; details and photo of an identity document; mobile phone number; email address; individual insurance account number (SNILS); taxpayer identification number (INN); registration/residential address or place of stay; information about the bank card(s) saved when using the Bank's bank card data storage service.

«15.2.3.» Detection and/or prevention of conditions conducive to the use of the EDS Account for unlawful or prohibited purposes under the Terms and the law.

Within the framework of this purpose, the Bank processes the Cardholder's personal data by:

- Ensuring information protection during money transfers;
- Protecting the Cardholder's property interests;
- Implementing measures to counter fraud.

The composition of processed personal data for the purposes specified in clause 15.2.3 of these Terms includes: last name; first name; patronymic; date of birth; details and photo of an identity document; email address; registration/residential address; mobile phone number; information about the Cardholder previously provided to the Bank or obtained by the Bank during the conclusion and execution of agreements between the Cardholder and the Bank; information contained in the ESIA and obtained by the Bank when using the ESIA infrastructure and other services.

«15.3.» If, when using the EDS Account, the Cardholder provides the Bank with personal data of third parties, the Cardholder guarantees the legality of obtaining such data and the consent of the subjects of such personal data to their provision, and assumes responsibility for the legality of providing and the accuracy of such data.

«15.4.» The Cardholder agrees that the Bank has the right to obtain information about the Cardholder from open sources and official registers for the purposes specified in this section of the Terms.

«15.5.» To achieve the purposes specified in this section of the Terms, as well as within the framework of providing the EDS Account, the Cardholder's personal data may be transferred to the following persons and categories of persons, including:

- Persons conducting, on behalf of the Bank, checks, detection, and/or prevention of conditions conducive to the use of the EDS Account for abuse, unlawful, or prohibited purposes under the Terms and the law;
- Persons providing the Cardholder with the functionality of the Mobile Application and other services, products, and applications, the use of which is associated with the use of the EDS Account in the Mobile Application;
- Persons involved in sending informational messages (notifications) to the Cardholder;
- Persons involved in executing the Cardholder's instructions for transferring funds, as well as persons involved in executing instructions for transferring funds to the Cardholder, including: JSC "NSPK," participants of the Bank of Russia's Fast Payment System, indirect participants of the Bank of Russia's Fast Payment System with access to cross-border money transfer services, and other persons involved in conducting money transfer operations, including cross-border money transfers using the Fast Payment System.
- The Federal Tax Service of the Russian Federation (FTS) for the purpose of the Bank obtaining information about the Cardholder's taxpayer identification number (INN) by accessing the "Find Your INN" resource on the FTS website on the Internet.

«15.6.» The Bank has the right to process personal data during the period of the Cardholder's use of the EDS Account, as well as for five years after the termination of its use. If the Cardholder's personal data is processed by the Bank based on consent expressed by the Cardholder when using the EDS Account, the Cardholder has the right to provide the Bank with a statement withdrawing consent to the processing of personal data.

## «16. MISCELLANEOUS PROVISIONS»

«16.1.» The Cardholder confirms that they have no beneficiaries or beneficial owners and acts solely in their personal interests, and also confirms their good financial standing and the absence of information negatively affecting their business reputation.

«16.2.» The Cardholder confirms that they are not affiliated with foreign public officials, officials of public international organizations, persons holding (occupying) state positions of the Russian Federation, positions of members of the Board of Directors of the Central Bank of the Russian Federation, positions of the federal state service, appointments to and dismissals from which are carried out by the President of the Russian Federation or the Government of the Russian Federation, positions in the Central Bank of the Russian Federation, state corporations, and other organizations established by the Russian Federation on the basis of federal laws, included in the lists of positions determined by the President of the Russian Federation, as well as the immediate circle (spouses, close relatives (relatives in the direct ascending and descending line (parents and children, grandparents, and grandchildren), full and half (having a common father or mother) brothers and sisters, adoptive parents, and adopted children) of the persons specified in this clause.

«16.3.» The Cardholder confirms the accuracy and relevance of the information provided to the Operator (Bank) during identification.

«16.4.» Transfers of funds in favor of non-residents are subject to the rules and restrictions established by the currency legislation of the Russian Federation and currency control authorities.

«16.5.» All risks associated with a significant change in circumstances that the Client relied upon when concluding the Agreement, and/or receiving the Card, and/or using the Card, are assumed by the Client, and such circumstances are not grounds for changing or terminating the contractual relationship between the Bank and the Cardholder.

«16.6.» The Cardholder is not allowed to offset mutual monetary and other obligations of the Cardholder to the Bank. The Cardholder is not allowed to offset mutual homogeneous claims of the Cardholder against the Bank.

«16.7.» The Cardholder is hereby notified, understands, and agrees that not all trade and service enterprises may accept the Card for payment, and that the Payment System and/or other credit institutions servicing trade and service enterprises may impose restrictions, including on the amounts of Transactions performed using the Card, as well as establish their own commissions regarding Transactions using the Card.

«16.8.» In the case of non-cash transfers by the Cardholder of funds/electronic funds from other credit institutions or post offices for the purpose of providing the Bank with funds/electronic funds to increase the Payment Limit (balance) of the Card, the financial risks associated with a possible delay in the receipt of these funds through no fault of the Bank are assumed by the Cardholder. The Cardholder hereby agrees that the Bank has no ability to control or regulate the speed (timing) of receipt of funds or influence the amount of commissions charged for the transfer of funds/electronic funds.

«16.9.» All disputes arising between the Bank and the Cardholder, arising from the Terms or in connection with the Terms or from the use of the Card (Card Details) or in connection with such use, shall be resolved in the court at the location of the Bank — in the Savyolovsky District Court of Moscow / by a justice of the peace of the judicial district of the Savyolovsky District of Moscow (depending on the generic jurisdiction of the dispute).

«16.10.» All dates determined by the Terms are determined according to Moscow time, as well as all terms determined by the Terms are calculated according to Moscow time.

«16.11.» Amendment or termination of the Agreement does not release the Cardholder and/or the Bank from fulfilling their monetary obligations under the Agreement that arose before such amendment/termination.

«16.12.» The Cardholder's signing of an electronic document (request for Card issuance) with an electronic signature indicates that the Cardholder has been provided with comprehensive information about the services provided to them and all questions they had regarding the Agreement have been fully explained.

«16.13.» In cases provided for by the tax legislation of the Russian Federation, the Bank performs the functions of a tax agent.

«16.14.» The Cardholder is not entitled to assign or transfer their rights or obligations under the Agreement to third parties without the prior written consent of the Bank.

«16.15.» In all other matters not provided for by this Agreement, the Parties are guided by the current legislation of the Russian Federation.

«Appendix No. 1 to the TERMS OF SERVICE FOR PREPAID VIRTUAL BANK CARDS "KWIKPAY"»

«Agreement on the Use of a Simple Electronic Signature»

«AGREEMENT ON THE USE OF A SIMPLE ELECTRONIC SIGNATURE»

The Bank – JSC CB "UNISTREAM", OGRN 1067711004437, registration number 3467, located at: 127083, Moscow, Int. Territory of the Municipal District Savyolovsky, Verkhnyaya Maslovka Street, 20, building 2.  
Electronic Document (ED) – a document presented in the Mobile Application in electronic-digital form as a file or database record.

Client – an individual whose data is specified in the on-screen ED (application for Card issuance).

Mobile Application – specialized software owned by the Bank, downloaded and installed on the Client's mobile device (smartphone, communicator, etc.), with internet access via standard means of the mobile device's operating system, providing the ability to generate, register, process, and execute Client instructions.

1. The Bank and the Client, hereinafter referred to as the Parties, enter into an agreement on the use of a simple electronic signature (hereinafter – the Agreement) for the purpose of remotely signing EDs/packages of EDs with a simple electronic signature (hereinafter – SES). The terms of the Agreement are communicated to individuals by posting them on the Bank's website at <https://unistream.ru>.

2. By this Agreement, the Bank offers (makes a public offer, the Offer) to individuals to conclude the Agreement with the Bank under the terms set forth herein. In accordance with Clause 3 of Article 438 of the Civil Code of the Russian Federation, the individual's accession to the terms of the Agreement constitutes acceptance of the Offer.

3. Acceptance of the Bank's offer, as specified in Clause 2 of the Agreement, is confirmed by the following actions of the Client:

- Marking a checkbox confirming agreement with the terms of the Agreement in a special interactive field within the ED text after reviewing the Agreement, and
- Entering the code sent by the Bank via SMS message / Push notification (hereinafter – SMS code) in the corresponding field.

4. In accordance with Clause 2 of Article 6 of Federal Law No. 63-FZ dated April 6, 2011 "On Electronic Signatures," the Bank and the Client agree that EDs signed by the Client using SES under this Agreement are deemed equivalent to paper documents signed by the Client's handwritten signature.

5. The Parties have determined that the SMS code contained in the SMS message / Push notification sent by the Bank to the Client's mobile phone number specified in the on-screen ED (application for Card issuance) is used as the SES.

6. An ED is considered signed by the Client's SES if it meets the following requirements:

- The ED is sent using the Mobile Application;
- The ED text includes the SMS code entered by the Client in a special field in the on-screen ED (application for Card issuance);
- The SMS code sent by the Bank matches the SMS code entered by the Client in the special field in the on-screen ED (application for Card issuance).

7. The validity of the mobile phone number and its ownership by the person filling out the ED form is confirmed by the Client entering the SMS code sent by the Bank to the mobile phone number specified in the ED.

8. The Client is responsible for the accuracy of the information sent to the Bank through the Mobile Application and guarantees that all information provided to the Bank is true, complete, and accurate. The Client has not concealed any circumstances that, if discovered, could negatively affect the Bank's decision to enter into the Agreement. The Client agrees that any information sent to the Bank through the Mobile Application may be verified or re-verified by the Bank at any time using specialized agencies and any sources of information. In case of providing false, inaccurate, and/or erroneous information by the Client, the Client bears all risks associated with adverse consequences.

9. In case of changes to the information sent to the Bank through the Mobile Application, the Client is obliged to notify the Bank of such changes within 5 (five) business days in the manner specified in the Terms of Service for Virtual Prepaid Bank Cards of JSC CB "UNISTREAM." Failure to notify the Bank of changes to the Client's information results in the Client bearing all risks associated with adverse consequences.

10. The Bank and the Client agree that the method of identifying the Client who created and signed the ED, as specified in the Agreement, is sufficient for the purpose of reliable Client authentication and execution of this Agreement.

11. The Parties agree that:

- They are obliged to maintain the confidentiality of the SMS code;
- One SES may be used to sign multiple related electronic documents (a package of electronic documents);
- In cases where the form of the document being filled out does not require mandatory signing with SES, the fact of its completion and submission to the Bank by the Client is confirmed by electronic identifiers (IP address, browser identifiers);
- The Bank has the right to record and store information received through the website <https://unistream.ru>, including the Client's electronic identifiers, and use such materials as evidence in dispute resolution.

12. The Bank is not responsible:

- If the Client provides personal data (surname, name, patronymic), email, or mobile phone number that they do not own, or if third parties gain access to the email/mobile phone number specified by the Client in the Agreement;
- For failures in the internet or telecommunication networks, electrical communication networks, arising for reasons beyond the Bank's control, resulting in the Client's delayed or non-receipt of the SMS message / Push notification;
- For any losses incurred by the Client due to third-party access to the use of the mobile phone number or the use of the SMS code sent to the Client's mobile phone number.

13. In the event of loss and/or unauthorized use of the SES, the Client is obliged to immediately notify the Bank of this fact by contacting the Bank's office, notifying the Bank via the Information Center phone number +7 (495) 744-55-55 (for calls from anywhere in the world, call charges apply according to the operator's tariffs), or through the Bank's website [www.unistream.ru](http://www.unistream.ru), followed by providing written notification to the Bank. Until the Bank receives such notification, the Client is responsible for all transactions conducted by the Bank based on EDs signed with a valid SES, including EDs sent to the Bank by other persons with or without the Client's knowledge.

14. The Parties acknowledge that EDs contained in the Bank's software and hardware systems, records in the software operation logs stored on the Bank's servers, may be used by the Bank as written evidence in dispute resolution, including in court, and may be provided to any competent authorities.

15. The Agreement is concluded from the moment the Client accepts the Bank's offer and remains in effect indefinitely.

«Consent to the Processing of Personal Data»

«CONSENT TO THE PROCESSING OF PERSONAL DATA»

I, \_\_\_\_\_,

Last Name, First Name, Patronymic (if applicable)

Date of Birth: "\_\_\_\_" \_\_\_\_\_ year

Identity Document: Passport Series \_\_\_\_\_ Number \_\_\_\_\_

Issued (date, by whom) "\_\_\_\_" \_\_\_\_\_ year \_\_\_\_\_

Department Code: \_\_\_\_\_

Registered at the address: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_,

hereby consent to the processing by JSC CB "UNISTREAM" (OGRN 1067711004437, INN 7750004009, registration number 3467 dated May 31, 2006, located at: 127083, Moscow, Int. Territory of the Municipal District Savyolovsky, Verkhnyaya Maslovka Street, 20, building 2) (hereinafter referred to as the Bank) and other third parties with contractual relations with the Bank, including automated processing, of my personal data, which are not special or biometric, including any changes or additions to them, in accordance with Federal Law No. 152-FZ dated July 27, 2006 "On Personal Data."

Processing of personal data refers to automated, mixed, and non-automated processing of personal data provided by me through filling out and submitting forms, online applications, and other documents, including materials from photography, video recording, audio recording via any communication channels, as well as information received by the Bank from third parties, including government bodies, state information systems, the Unified Identification and Authentication System (ESIA), the Pension Fund of the Russian Federation, including through the Interdepartmental Electronic Interaction System (SMEV), and/or from the Internet, and/or from other publicly available sources of personal data. I authorize the Bank, for the purposes of considering the possibility of concluding an agreement for servicing and using a prepaid virtual bank card (hereinafter referred to as the Agreement) with the Bank, issuing me a prepaid virtual bank card (hereinafter referred to as the Virtual Card), as well as for servicing the Virtual Card, and for receiving informational messages to the phone number specified by me through any communication channels, including mail, SMS messages / Push notifications, email, instant messaging systems, and other means of communication, to perform the following actions: collection (receipt), recording, systematization, accumulation, storage, clarification (updating, modification), retrieval, use, anonymization, blocking, deletion, destruction, transfer (distribution, provision, access, including reproduction, electronic copying, and cross-border transfer).

The list of personal data for which I provide consent includes the following:

- Last name, first name, patronymic (if applicable);
- Year, month, and date of birth;
- Series and number of the identity document;
- Date of issuance of the identity document;
- Name of the authority that issued the identity document;
- Department code of the authority that issued the identity document;
- Registration address;
- Mobile phone number.

I confirm that all personal data provided by me to the Bank is accurate and complete. In case of any changes to the specified information, I undertake to notify the Bank in writing within 5 (five) days of such changes, and I also undertake to notify the Bank of the occurrence/change of any circumstances that may affect the fulfillment of my obligations under the Agreement.

This consent to the processing of personal data (hereinafter referred to as the Consent) is valid until the termination of the Agreement concluded with the Bank, with an extension for each subsequent 5-year period. In accordance with the provisions of Part 2 of Article 9 of Federal Law No. 152-FZ dated July 27, 2006 "On

Personal Data," I reserve the right to withdraw this Consent. The Consent may be withdrawn by me by submitting a written application to the Bank or sending an official letter to the Bank's address. I take responsibility for any adverse consequences of withdrawing the Consent.

In the event of withdrawal of the Consent, the Bank shall cease processing the personal data or ensure the cessation of such processing (if the processing of personal data is carried out by another person acting on behalf of the Bank) and, if the retention of personal data is no longer necessary for the purposes of processing personal data, shall destroy the personal data or ensure their destruction (if the processing of personal data is carried out by another person acting on behalf of the Bank) within a period not exceeding thirty days from the date of receipt of the withdrawal. If it is not possible to destroy the personal data within the specified period, the Bank shall block such personal data or ensure their blocking (if the processing of personal data is carried out by another person acting on behalf of the Bank) and ensure the destruction of the personal data within a period not exceeding six months.

In the event of withdrawal of consent to the processing of personal data, the Bank has the right to continue processing the personal data if there are grounds specified in paragraphs 2-11 of Part 1 of Article 6, Part 2 of Article 10, and Part 2 of Article 11 of Federal Law No. 152-FZ dated July 27, 2006 "On Personal Data."