

**Evrofinance Mosnarbank  
(Joint-Stock Company)**

**(Evrofinance Mosnarbank)**

**APPROVED  
Minutes of the Meeting of the Bank's Board  
No. 13 dated 14 March 2024  
Effected from 01.04.2024**

**TERMS AND CONDITIONS FOR THE PROVISION OF FUNDS TRANSFER SERVICE  
WITHIN THE FASTER PAYMENTS SYSTEM FOR LEGAL ENTITIES**

**Moscow  
2024**

## TERMS AND DEFINITIONS

**National Payment Card System Joint Stock Company (NSPK JSC)** is an organization of the national payment cards system, which provides operations and payment clearing services in the Faster Payments System in accordance with the Bank of Russia PS Regulations.

**Bank** is Evrofinance Mosnarbank. Registered address: 29 Novy Arbat St., Moscow, 121099, Russia General License of the Bank of Russia No. 2402.

**Sending Bank** is a banking institution (including the Bank) participating in the Faster Payments System, whose client acts as the Buyer in a C2B/B2C/B2B Transaction.

**Receiving Bank** is a banking institution (including the Bank) participating in the Faster Payments System, whose client acts as the Enterprise in a C2B/B2B Transaction or as the Buyer in a B2C Transaction.

**Beneficiary's Identifier** is a mobile phone number (including the country code<sup>1</sup>) of the Buyer (an individual), enabling unambiguous identification of the Buyer (an individual) among a multitude of the Receiving Bank's clients and the identification of details for the transfer of funds to the Buyer (an individual).

**Client** is a legal entity/individual entrepreneur (including an Enterprise) that has entered into an Agreement with the Bank.

**Cashback** is a payment of reward to the Buyer within the NSPK JSC loyalty program.

**Fast Payment System's Operations and Clearing Center (hereinafter referred to as FPS OCC)** is NSPK JSC.

**C2B Transaction** is a transaction involving the transfer of funds in rubles by an individual to an Enterprise as payment for goods, services, and works, using transfer details conveyed by the recipient of funds to the payer in an electronic form and represented as a QR code and/or Payment Link, including for the purpose of refunding previously paid Cashback.

**B2C Transaction** is a transaction by an Enterprise to return funds in rubles to an individual following a previously conducted C2B Transaction using the Recipient's Identifier, as well as a Cashback payment operation. The gross amount of the B2C Transaction cannot exceed the amount of the C2B Transaction.

**B2B Transaction** is a transaction involving the transfer of funds in rubles by a legal entity/individual entrepreneur to an Enterprise as payment for goods, services, and works, using transfer details conveyed by the fund's recipient to the payer in an electronic form and represented as a QR code and/or Payment Link, as well as the Enterprise's return of previously received funds from a legal entity/individual entrepreneur as payment for goods, services, and works.

**Payment Link** is a link to an Internet address that provides information on the Enterprise's details and, in certain cases, the transfer amount and/or payment purpose, used by the Buyer for the purpose of forming an instruction for transfer of funds utilizing the FPS.

**Buyer (Sender)** is a natural person (including a client who has entered into a remote banking service agreement with the Bank) or a legal entity/individual entrepreneur (including the Client) registered with the FPS OCC, from whose account funds are withdrawn for a C2B/B2B Transaction.

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<sup>1</sup> The country codes authorized for use by the FPS will be determined by the FPS OCC.

**FPS OCC Rules** are NSPK JSC's Rules for providing operations and payment clearing services within the FPS. The Rules are published on the Internet at NSPK JSC's website [www.nspk.ru](http://www.nspk.ru).

**Bank of Russia PS regulations** are the Bank of Russia regulations guiding the operation of the Bank of Russia payment system.

**Enterprise** is a legal entity/individual entrepreneur (including the Client) registered with the FPS OCC, to whose account funds are credited for a C2B/B2B Transaction.

**NSPK JSC Loyalty Program** is a set of marketing activities conducted by NSPK JSC aimed at sales development and attracting a new target audience. Such activities are funded from the resources of the trade-service enterprise participating in the NSPK JSC Loyalty Program.

**Order** is an instruction by the Client-Payer to perform a B2C/B2B Transaction, submitted to the Bank when technically possible using the System, in the form of an electronic document created with a Payment Link or QR code, digitally signed as regulated by the Agreement.

**Service** is a facility provided by the Bank for Enterprises to conduct B2C Transactions through the System, for Clients to perform B2B Transactions, as well as to receive funds into the Enterprise's account for C2B Transactions, including other necessary actions to execute such operations.

**Faster Payments System (FPS)** is a service enabling fast payments over the Bank of Russia Payment System, implemented by the Bank of Russia and the FPS OCC, provided other banks join this service as FPS Participants.

**System** is a corporate information system for remote banking services organized by the Bank, comprising a set of software, hardware, and organizational measures to create, protect, transmit, and process electronic documents over the Internet.

**Agreement** is an agreement/contract between the Parties concerning the use of the System.

**FPS OCC Standards** are official documents of NSPK JSC that set the procedures, terms, and conditions for the informational and technological interaction between an FPS Participant and NSPK JSC, as well as other conditions necessary for executing C2B/B2C/B2B Transactions. These Standards are mandatory for the FPS Participant.

**Parties** are the Bank and the Client.

**Account** is the Client's account in rubles, opened at the Bank based on the relevant bank account agreements (hereinafter **BAA's**) concluded between the Parties.

**Bank's Tariff Rates** are the Bank's compensation for providing clients with fund transfer services using the FPS.

**TSE (Trade and Service Enterprise)** is as defined in the FPS OCC Rules and Standards.

**FPS Terms** are these Terms and Conditions for Provision of the Funds Transfer Service within the framework of the Faster Payments System for legal entities.

**Participant of the Faster Payments System (FPS Participant)** is a banking institution which, in accordance with the Bank of Russia PS Regulations, has access to funds transfer services using the FPS, or a branch of said banking institution. The Bank is an FPS Participant.

**QR Code** is a Quick Response code, a two-dimensional barcode containing essential information about the Enterprise for the transfer of funds, intended for quick recognition via the Buyer's mobile device camera.

## 1. GENERAL PROVISIONS

**1.1.** These FPS Terms set out the procedures for providing the Service to the Client, conducting B2C/C2B/B2B Transactions, registering TSEs/types of the Enterprise's activities, forming QR codes and Payment Links, and define the resulting rights, obligations, and liabilities of the Parties.

**1.2.** To familiarize the Client with the FPS Terms and the information specified therein, the Bank shall post all necessary details on its corporate website [www.evrofinance.ru](http://www.evrofinance.ru). Additionally, the Bank may use other methods of informing the Client at its discretion.

**1.3.** The moment the FPS Terms and information are posted for the first time on the Bank's corporate website shall be deemed the moment of publication of the FPS Terms and information, as well as the moment the Client is introduced to the FPS Terms and information.

**1.4.** These FPS Terms apply to the Client in the cases stipulated in the Agreement between the Bank and the Client.

**1.5.** FPS Terms can be amended by the Bank in accordance with the procedure stipulated in *section 6* of these FPS Terms.

**1.6.** Any relations between the Parties not governed by these FPS Terms shall be regulated by the laws of the Russian Federation, the Payment System Rules of the Bank of Russia, and agreements concluded between the Parties.

**1.7.** The amount and procedure of the fees charged for the provision of services by the Bank as part of the Service in accordance with the FPS Terms shall be established in accordance with the Bank's Tariff Rates.

**1.8.** Terms that are not defined in these FPS Terms shall assume the meanings assigned in the Agreement unless the context indicates otherwise.

## 2. TERMS OF SERVICE

**2.1.** To facilitate settlements as per the FPS Terms using the FPS, the Bank provides the Client with services for registering the Client and/or their TSE/type of activity with the FPS OCC, as well as services for executing other actions in the FPS on behalf of and at the expense of the Client, in line with the FPS OCC Rules and Standards.

For registration in the FPS OCC, the Client must submit an application to the Bank via the System in the form of an electronic document, structured as set by the provided System template and signed electronically as per the Agreement's terms. The Bank's acceptance of the Client's application is acknowledged by assigning the corresponding status to the electronic document within the System.

For the registration of the TSE/type of activity, the Bank may request and the Client must provide upon request, documentation verifying the Client's license or special permission to conduct the relevant types of activities.

The procedure for altering TSE data within the FPS OCC is not provided. To amend TSE data, it is necessary to re-register the TSE.

The Bank reserves the right to refuse the registration of the Client and/or their TSE/type of activity in the FPS OCC, as well as the registration of the Payment Link/QR Code, based on the grounds stated in the FPS OCC Rules and Standards.

**2.2.** The Client automatically activates the Service by accepting the FPS Terms (provided such a technical possibility exists; if such possibility does not exist at the moment the Client accepts the FPS Terms, the Client will automatically join the Service the moment such possibility appears) and within the framework of the Service shall be enabled to:

**2.2.1.** register the Client, the Client's TSE/type of activity in accordance with paragraph 2.1 of the FPS Terms;

**2.2.2.** obtain from the Bank a QR Code and a Payment Link to facilitate the Buyer's payment for goods, services, and works, provided the Client has registered their TSE/type of activity in accordance with paragraph 2.1 of the FPS Terms;

**2.2.3.** debit funds from their Account with the Bank by scanning a QR Code and/or using a Payment Link, on the condition that the Client has registered with the FPS OCC in accordance with paragraph 2.1 of the FPS Terms;

**2.2.4.** receive funds into their Account as payment for goods, works, and services and also facilitate the refund of such funds from the Account, including using the Recipient Identifier;

**2.2.5.** debit funds from their Account with the Bank (Cashback) by using the Recipient Identifier, and also to receive funds into the Account (Cashback refund).

### **3. TRANSACTION PROCEDURE**

**3.1.** Settlements shall be made between the Parties via the FPS in accordance with the procedures and terms established by the legislation of the Russian Federation, the FPS OCC Rules, the FPS OCC Standards, the Bank of Russia PS Rules, and the bank account agreement (BAA) between the Bank and the Client, which determines the order of operations for the relevant Account.

**3.2.** The Bank executes B2C/B2B Transactions on the Client's Account based on the Client's Orders. These Orders are transmitted by the Client to the Bank using the access channels specified in the Agreement.

**3.3.** The Client acknowledges and agrees that for the execution of B2C/B2B/C2B Transactions, information is exchanged via the FPS between the FPS OCC and FPS Participants to the extent permitted by the legislation of the Russian Federation.

**3.4.** The authenticity of the Orders is confirmed by the Client by digitally signing (DS) them according to the procedure and terms outlined in the Agreement.

**3.5.** Orders are received by the System continuously, 24/7.

**3.6.** The Parties recognize the Moscow time zone as a common standard when working with the System. The control time is the time set in the System, which is ensured for accuracy by the Bank's time servers that synchronize frequency-time indicators.

**3.7.** In case of executing a B2C/B2B Transaction, the Client acknowledges and agrees that the Bank will verify:

- the absence of restrictions on making debit transactions on the Account as stipulated by the legislation of the Russian Federation, bank account agreement (BAA), and the Agreement;
- sufficiency of funds in the Account;
- compliance of the amount specified in the Order with limits for B2B/B2C Transactions set by the FPS OCC Rules, FPS OCC Standards, PS Rules of the Bank of Russia, and (or) the Bank;
- whether the transaction conforms to the characteristics of a funds transfer without the Client's consent.

Notification of refusal to accept and execute the Order for conducting a B2C/B2B Transaction, corresponding to the signs of conducting a money transfer without the Client's consent, will simultaneously serve as the Bank's request to obtain the Client's consent/confirmation to conduct a repeated B2C/B2B Operation, similar to the rejected one. The Client confirms the repeated B2C/B2B Transaction by contacting the Bank using the phone number specified on the Bank's official website and providing the Client's code word. If the Client, after the Bank's verification procedure, confirms the repeated B2C/B2B Transaction, the Client shall proceed to reformulate the B2C/B2B Transaction similar to the rejected one, and the Bank will execute it provided there are no relevant restrictions by the Bank of Russia/FPS OCC/Receiving Bank, and if the B2C/B2B transaction does not contravene the legislation of the Russian Federation or agreements between the Parties.

- The Bank also verifies that the B2C/B2B Transaction is not connected with any economic sanctions ensuring the financial stability of the Russian Federation, that it complies with foreign exchange legislation, and that any required approval from competent authorities for the B2C/B2B

Transaction has been obtained or that the B2C/B2B transaction does not fall under a mandatory approval process<sup>2</sup>.

**3.8.** The Bank shall not execute Orders and shall not carry out the transfer of funds from the Account in case of a negative result of any of the checks specified in paragraph 3.7 of the FPS Terms.

**3.9.** Funds from C2B/B2B Transactions are credited to the Account.

**3.10.** The Bank does not credit funds to the Account in case the C2B/B2B Transaction is associated with the implementation of economic sanctions ensuring the financial stability of the Russian Federation, as well as in the absence of permission from a competent authority to conduct the C2B/B2B Transaction or if the C2B/B2B Transaction involving the Client falls under a required approval process<sup>3</sup>.

**3.11.** The Client instructs the Bank, when conducting C2B/B2C/B2B Transactions, to provide the Bank of Russia, the FPS Operational Center, FPS Participants, Buyers, Enterprises with the Client's data for conducting C2B/B2C/B2B Transactions (including as necessary for the verification of the Enterprise's data by the Buyer), as well as information about the money transfer itself and the Bank's ability to perform the money transfer within the Service.

The data transmitted may include, but is not limited to: the Client's name/surname, first name, patronymic (if any); Client's Account number; tax identification number; OGRN/OGRNIP; mobile phone number; Client's identity document details; legal entity's address; address of the Client's temporary/permanent registration/actual residence if the Client is an individual entrepreneur. The scope and format of the data transmitted is defined in the FPS specifications.

The Client confirms that the personal data of third parties provided to the Bank by the Client have been obtained in accordance with the requirements and procedures prescribed by the personal data protection laws of the Russian Federation, that there are no restrictions on their processing by the Bank for FPS transactions, and the subject of personal data has not taken actions in the System preventing the use of the personal data by the Bank for the FPS transactions. The third parties have been notified about the processing of their personal data by the Bank and with observance of personal data safety and confidentiality and agree to it.

For the purpose of using the Service, the Client grants his/her specific, substantive, informed, conscious and unambiguous consent to the processing of the personal data as specified in this paragraph, with or without the use of automatic facilities, by the Bank and the respective persons to which the personal data is transmitted for the purpose of processing. In this context, the Bank and the entities mentioned in this paragraph have the right to perform the following actions (operations) or a combination of actions (operations) concerning the personal data specified in this section, which are necessary or desirable to achieve the aforementioned purpose: collection, recording, systematization, accumulation, storage, clarification (updating, changes), extraction, use, transmission (provision, access) to the Bank of Russia, FPS OCC, FPS Participants, Enterprises, or Buyers for C2B/B2C/B2B Transactions, blocking, deletion, destruction. The Bank processes personal data using (but not limited to) the following basic methods: safekeeping, recording in paper and electronic media and safekeeping of said media, listing.

Mixed processing of personal data is envisaged – both without the use of automated tools and with automated processing, transmitting the information via the Internet Information and Telecommunication Network.

The Client confirms that by giving the consent specified in this paragraph, they are acting freely, of their own will, and in their own interest. The Client is informed that the Bank processes personal data of third parties specified by them in any documents provided to the Bank, for the

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<sup>2</sup> Applicable to transactions involving non-resident legal entities/individual entrepreneurs and non-resident TSEs.

<sup>3</sup> Applicable to transactions involving non-resident legal entities/individual entrepreneurs and non-resident TSEs.

purpose mentioned above (the list of actions (operations) and the description of methods are specified above).

This consent to the processing of personal data shall be valid for the duration of the retention of documents and information containing personal data, as determined in accordance with the legislation of the Russian Federation and the agreements concluded between the Client and the Bank. The Client may revoke this consent to the processing of personal data by submitting a written revocation to the Bank either in person or through the System. The Client acknowledges and agrees that the revocation of such consent may result in the inability to provide services within the framework of the Service.

### **3.12. Procedure for B2C Transactions.**

**3.12.1.** Funds for a B2C Transaction may be transferred by the Client from the Account with the Bank based on an Order generated within the System for the following purposes:

- Return on a C2B Transaction;
- Cashback payout.

*A return on a C2B Transaction* can be made only on a previously executed C2B Transaction by indicating the identifier of the original C2B Transaction by the Client in the Order for the return.

Refunds may be full or partial. The Client is notified and agrees that they may execute a refund for the full amount of the original C2B Transaction, for a portion of the amount, or execute multiple partial refunds as long as the gross amount does not exceed the amount of the original C2B Transaction.

The Bank shall monitor the amount of the refund and, in the case of excess over the original C2B Transaction amount, shall refuse to perform the corresponding B2C Transaction.

*Cashback is paid* by the Enterprise when it performs the transfer of funds to the Buyer (individual) using the FPS in order to pay remuneration within the framework of the NSPK JSC Loyalty Program.

**3.12.2.** When the Client specifies the Recipient Identifier for the purposes of preparing an Order, the information provided by the Receiving Bank to the FPS OCC is used. Subsequently, the information received from the FPS OCC by the Bank is provided to the Client for verification, including but not limited to the name of the Receiving Bank, and the first, last, and patronymic (if any) of the Recipient (information may be provided in a masked form).

**3.12.3.** If the Client successfully verifies the information provided, they shall sign the Order and transmit it to the Bank according to the Agreement.

### **3.13. Procedure for Conducting B2B Transactions.**

**3.13.1.** The Bank shall perform B2B Transactions when the following cumulative conditions are met:

- The Buyer (legal entity/individual entrepreneur) and the Enterprise are registered with the FPS OCC.
- The type of activity of the Enterprise is registered with the FPS OCC.
- The QR code/Payment Link used in conducting a B2B Transaction is registered in the FPS OCC and allows for unambiguous identification of the Enterprise's details for the purpose of conducting a B2B Transaction.
- The B2B Transaction complies with the established FPS OCC Rules, FPS OCC Standards, and the Rules of the Payment System of the Bank of Russia as well as the Bank's requirements for conducting transfers between legal entities and individual entrepreneurs using the FPS.

**3.13.2.** To conduct a B2B Transaction, the Paying Client scans the QR Code or specifies the Payment Link.

In this case, the funds for a B2B Transaction can be transferred by the Paying Client from their Account based on an Order generated within the System.

When the Client scans the QR Code or specifies the Payment Link for the purposes of preparing an Order, the data provided by the FPS OCC upon its transfer to the FPS OCC by the Receiving Bank is used. Thereafter, the information received from the FPS OCC by the Bank is provided to the Paying Client for verification, which may include but is not limited to the name of the Receiving Bank, the name of the Payee, the payment amount, and the purpose of the payment.

If the Paying Client successfully verifies the information provided, they shall sign the Order and transmit it to the Bank according to the procedure outlined in the Agreement.

**3.13.3.** Upon receipt of the Order from the Paying Client, the Bank verifies the Order in accordance with paragraph 3.7 of the FPS Terms.

## **4. LIABILITIES OF THE PARTIES**

### **4.1. RIGHTS AND OBLIGATIONS OF THE BANK**

**4.1.1.** The Bank shall have the right to:

- 1) Unilaterally amend/adopt the FPS Terms in the manner prescribed by these FPS Terms;
- 2) Set and change limits on B2B Transactions (their number, amount, etc.);
- 3) Unilaterally change the Tariff Rates, with a notice to the Client furnished at least five (5) calendar days before the new Tariff Rates come into effect, by publishing the information in the manner stipulated in paragraphs 1.2-1.3 of these FPS Terms;
- 4) Reject the Client's Order requesting a Transaction to be performed, if its execution would violate the Russian legislation, Bank of Russia regulatory documents, FPS Terms, Bank of Russia Payment System (PS) regulations, the Agreement or an agreement between the Parties determining the transaction performance procedure under the respective Accounts;
- 5) Refuse to conduct a B2C/B2B Transaction that corresponds to the characteristics of a money transfer without the Client's consent;
- 6) Determine the accounts from which deductions for B2C/B2B Transactions and the Bank's fees for the money transfer services provided to the Client within the Service are made;
- 7) Suspend/terminate the use of the Service in whole or in part, in the case of restrictions established by the Bank of Russia or the FPS OCC, and/or in case of technical inability to use the Service, as well as in other cases stipulated by the legislation of the Russian Federation or an agreement between the Parties.
- 8) Debit funds from the Client's account without the Client's additional authorization to make a refund of the cost of goods (work, services), paid for with the use of QR code, based on the Information Request for Refund, received from the FPS OCC.
- 9) Provide information about the Client to the FPS OCC for registration purposes in accordance with the FPS OCC Standards and the FPS OCC Rules.

**4.1.2.** The Bank shall:

- 1) Provide the Client with an opportunity to use the Service in the manner prescribed by these FPS Terms;



2) Carry out necessary actions for the purpose of registration of the Client (in case the Client has not been previously registered in the FPS OCC) and the type of activity of the Enterprise (in case the FPS OCC requires registration of the type of activity for transactions), based on the Client's application for the provision of the service, as well as to transfer information and documents from the Client to the FPS OCC in case of changes in the Client's data, including changes in the type of activity of the Enterprise;

3) At the request of the Enterprise (Client), provide the data for registration of the QR code/Payment link to the FPS OCC, to inform the Enterprise (Client) about the results of registration of the QR code/Payment link in the FPS OCC, and to transfer the data of the Payment link and (or) image of the QR code as prescribed by the legislation of the Russian Federation, FPS OCC Rules, and FPS OCC Standards;

4) Credit to the Account funds received as payment for goods, works, and services via FPS, as well as to debit funds from the Account for the execution of B2C/B2B Transactions in accordance with the FPS OCC Rules and Standards, Bank of Russia PS Rules, FPS Terms, and other documents regulating transactions via FPS.

5) Inform the Client about the B2C/B2B Transactions conducted by the Client in the manner and by means established by the Agreement and other contracts between the Parties;

6) Maintain bank secrecy concerning the Client's C2B/B2C/B2B Transactions and the information about the Client, other than in cases stipulated by the legislation of the Russian Federation or as agreed with the Client.

## **4.2. RIGHTS AND OBLIGATIONS OF THE CLIENT**

### **4.2.1. The Client shall:**

1) Perform the transactions in accordance with the FPS Terms, the Agreement, the legislation of the Russian Federation, and agreements between the Parties;

2) Provide the Bank with reliable and up-to-date information for carrying out the transactions;

3) Provide the Bank with accurate and current information and documents necessary for the registration of the Client and (or) the Client's TSE/type of activity in the FPS OCC, and for the registration of the QR code/Payment Link in the FPS OCC, as well as to promptly inform the Bank about any changes in the relevant information, including the revocation/expiry of the corresponding license/permit;

4) Provide the Payers with valid QR codes/payment links containing true details of the Enterprise (Client).

5) Promptly pay the Bank for the use of the Service and reimburse the Bank for expenses in accordance with the Tariff Rates;

6) At least once every five (5) calendar days, review the information published by the Bank in accordance with paragraphs 1.2 and 1.3 of the FPS Terms.

### **4.2.2. The Client has the right to:**

1) Receive information from the Bank on C2B/B2C/B2B Transactions in accordance with the procedures established by the Agreement and other agreements between the Parties;

2) Subject to the registration of the Enterprise (Client) and its type of activity in the FPS OCC, submit to the Bank the necessary data for registration of QR codes and Payment Links in the FPS OCC as stipulated by the FPS Terms.

## **5. LIABILITIES OF THE PARTIES**

### **5.1.** The Client is liable for:

- 1) The accuracy of data and validity of documents provided by the Client to the Bank for registration of the Client and (or) its TSE/type of activity in the FPS OCC ;
- 2) The correctness and relevance of QR codes and Payment Links provided to the Payers;
- 3) The use of QR Codes/Payment Links, Payment Recipient's ID.

### **5.2.** The Bank is not liable for:

- 1) The refusal of the FPS OCC to register the Client and/or its TSE/activity;
- 2) Failure to perform, delayed or improper performance of the B2C/B2B Transactions due to the Client providing false and/or inaccurate information, the Client entering incorrect data, or any malfunctions in the System due to errors and inaccuracies made by the Client;
- 3) Complete or partial failure to fulfill obligations arising from the FPS Terms if such failures are caused by force majeure circumstances, as defined to include decisions by legislative, judicial and/or executive authorities of the Russian Federation, as well as the Bank of Russia, which render the Bank unable to meet its obligations, delays in payments due to the fault of the Bank of Russia, military actions, natural or other disasters officially recognized as being under the influence of said circumstances;
- 4) Errors made by the Client when specifying details for the transfer of funds, including, but not limited to, an incorrect Recipient Identifier or incorrect amount of the funds transfer. In such cases, the Bank is deemed to have properly executed the Client's instructions for funds transfer, and the Client shall settle any further claims and/or settlements directly with the Recipient;
- 5) Failure of the FPS OCC to provide the Bank with all necessary information for preparing and executing the Client's Order and settlement document in accordance with the legislation of the Russian Federation, as well as the accuracy of the information provided by the FPS OCC;
- 6) Failures in the Service operation due to lack of technical capability of the Client to use the Service, including malfunctions in the operation of the FPS, the FPS OCC, or the Client's devices, resulting in delayed processing of the transactions due to the fault of the FPS OCC;
- 7) Consequences of the Client's violation of the requirements and provisions of these FPS Terms;
- 8) Failure to execute a B2C/B2B transaction that has the signs of funds transfer without the Client's consent;
- 9) For the payment details contained in the QR code/Payment Link.

## **6. CHANGES IN THE FPS TERMS**

**6.1.** The FPS Terms may be amended at the Bank's initiative by introducing amendments and/or additions to the FPS Terms, including by adopting a new version of the FPS Terms following the procedure established in this section of the FPS Terms.

**6.2.** Amendments and/or additions to the FPS Terms made by the Bank come into force upon expiration of five (5) calendar days after the Bank publishes information about these changes and/or additions, or from the date when the changes and/or additions become effective, if such date is specified in the published information, but not earlier than five (5) calendar days after the publication date according to paragraphs 1.2-1.3 of the FPS Terms.

In case of changes in the legislation of the Russian Federation, the FPS Terms shall be applied to the extent that they do not contradict the requirements of the laws of the Russian Federation until they are amended by the Bank.

**6.3.** If the Client disagrees with the amendments and/or additions to the FPS Terms, or with the conditions of the new version of the FPS Terms, the Client is entitled to terminate the Agreement according to the procedure established by the Agreement.

**6.4.** The Bank shall not be held liable if the Client fails to receive and/or review and/or correctly interpret the information about changes and/or additions to the FPS Terms that were published in accordance with the time limits and procedures established by the FPS Terms.

**6.5.** Any changes and/or additions to the FPS Terms that come into effect shall apply equally to all persons who have accepted the FPS Terms, including those who had accepted the FPS Terms prior to the effective date of the changes and/or additions.