

**EVROFINANCE MOSNARBANK**

**(Joint-Stock Company)**

**APPROVED BY**

**Bank Board Meeting Protocol**

**No. 56 dated October 5, 2023**

**Evrofinance Mosnarbank Terms of Bank Cards Issue and Servicing**

**Moscow**

**2023**

## 1. TERMS AND DEFINITIONS

In the text of these Terms the following terms shall have the following meanings:

**Authorization:** the Bank's authorization to perform a transaction by using the Card and/or the Card details within the Credit Limit, which creates the Bank's obligation to execute presented Documents for Operations with the Use of Cards.

**The Bank:** Evrofinance Mosnarbank (joint-stock company) (full name). The Bank's permanent executive body is located at: 29, Novy Arbat, 121099 Moscow, telephone: 8 - 800 - 2008 - 600, official website: [www.evrofinance.ru](http://www.evrofinance.ru), Bank of Russia General Banking License No. 2402 issued by the Bank of Russia on 23.07.2015.

**Bank Identification Number (BIN):** which is the Bank's unique digital code assigned by the Payment System to the Bank being a participant of the Payment System. BIN is assigned by the Payment system to every individual Bank card issue program (to every individual type of Bank Card).

**Repayment Date:** the Settlement Day by which the Client is obligated to repay the amount of the Overdraft Debt and the amount of the Interest Debt to the full extent.

**Holder:** the Client or a duly authorized individual in whose name a Basic or Additional Card is issued in accordance with the Agreement and the Russian legislation.

**Additional Card:** a Card issued in the name of the Client or an authorized individual specified by the Client, to which the Client has given the right to conduct the transactions on the Account.

**(Accession) Agreement:** the Card issue and service agreement between the Client and the Bank concluded through the Client's accession to these Terms, under which the Bank undertakes, subject to the procedure and on the conditions stipulated in these Terms, to open for the Client an Account for effecting settlements with the use of bank cards, to issue and service Cards, to ensure settlements of transactions performed with the use of Cards or their details, and to execute instructions on the Account.

The (Accession) Agreement includes the Client's signed application for card issuance and account opening for settlements using the card and on accession to the Terms (the Client's written will to enter into the Agreement), signed by the Bank, notification of account opening (according to the Bank's form) and these Terms.

**Document for Operations with the Use of Cards:** a document, which is the basis for effecting settlements of transactions with the use of the Card and (or) which confirms that such transactions have been conducted; the said document shall be executed with the use of the Card or its details in hard copy and/or electronic format and shall be signed by the Holder in person/certified with an equivalent handwritten signature (PIN), or with a confirmation tool (provided that the Bank and the Client have concluded a remote banking service agreement), or certified by means of entry of **CVC2** by using, inter alia, the 3D Secure Technology.

**Debt:** the Client's debt to the Bank under all monetary obligations in accordance with the Terms, which exists at any moment of time collectively or, if specifically indicated, separately, in relation to the Overdraft, interest and other monetary obligations of the Client to the Bank.

**Card:** a settlement (debit) Card issued by the Bank and used as a tool to effect non-cash settlements and intended to be used by the Holder to perform transactions within the Credit Limit, provided that

settlements with the use of the Card shall be effected in accordance with the Russian legislation and these Terms. Card number is a digital code containing the Bank BIN.

**Client:** an individual of age (18 years old) or under age (from 14 to 18 years old), under written authorization of his/her legal representatives, who has concluded an Agreement with the Bank, in whose name an Account is opened with the Bank in accordance with the Agreement and the Russian legislation, enabling the Client to perform transactions with the use of Cards, and in whose name the Basic Card is issued.

**Overdraft Limit:** the maximum admissible amount of the aggregate Debt of the Client under the Overdraft, which admits the partial use of the Overdraft by the Client.

**Unauthorized Overdraft:** a technically feasible (actual) Overdraft provided by the Bank in excess of the Credit Limit, which may arise, in particular, when performing Card transactions in a currency other than the Account currency.

**Overdraft:** a loan issued by the Bank to the Client in accordance with these Terms in case of insufficiency or lack of funds on the Account, on conditions of maturity, interest payment and repayment.

**Trade (Service) Organization:** a legal entity or an individual acting as an individual entrepreneur that accepts Cards as an instrument of payment and executes Documents for Operations with the Use of Cards to confirm payment for provided goods (services).

**Basic Card:** a Card issued in the Client's name.

**PIN (Personal Identification Number):** a unique code unknown to the Bank and third parties, which identifies the Holder when he/she performs corresponding Card transactions and which is used as his/her equivalent handwritten signature. Transactions with an entered PIN shall be deemed as performed by the Card Holder.

The Client hereby agrees that the use of the Card and a valid PIN to perform transactions via an ATM and/or pay for goods, works and services with the use of the Card shall be due and sufficient identification of the Holder and confirms the right to perform transactions on the Account in such cases.

**CVC2:** the Card verification code consisting of three digits, used in accordance with the rules of the Payment System for the purpose of increasing payments security and counteracting unauthorized use of the Card, particularly, during cardless transactions on the Internet.

**Personalization:** recording data provided for by the rules of Payment Systems on the Card and (or) to microprocessor memory, on the magnetic stripe of the Card.

**Credit Limit:** an amount of funds available to the Holder for performing Card transactions; the Credit Limit shall be the balance on the Account and the unused Overdraft Limit less the amount of the Client's Debt and the amount of transactions which have been conducted with the use of the Card but with respect to which no settlements have yet been effected by the Bank.

**Payment System:** a combination of institutions interacting according to the payment system rules for purposes of transferring funds. All bank cards related to one Payment System shall have features identifying their relation to such Payment System. For the purposes hereof, the Payment System

means the MIR, where the Bank is a participant, and National Payment Card System NSPK is an operator (Main Public Register Number OGRN 1147746831352).

**Representative:** an individual authorized by the Client to open/close the Account and/or to replenish the Account, and/or to receive Cards and PIN envelopes thereto, executed in the Client's name, by virtue of a power of attorney made in accordance with requirements of the Russian legislation and these Terms and presented to the Bank.

**Overdue Overdraft Debt:** the Overdraft Debt failed to be repaid within the deadlines stipulated in these Terms.

**Overdue Interest Debt:** the Interest Debt failed to be repaid within the deadlines stipulated in these Terms.

**Processing center:** Bank ROSSIYA (Main Public Register Number 1027800000084, location: building A, 2 Rastrelli Square, Saint Petersburg 191124, Russian Federation), which collects, processes, and sends information on Card transactions to payment system participants, sends SMS messages to Bank Clients / Bank Card Holders with information on Card transactions, one-time passwords to make secure transactions / payments using the 3D Secure Card Technology on the Internet.

**Settlement Day:** the day of repayment of the Overdraft Debt and/or Interest Debt charged for the use of the Overdraft.

**Register of Payments:** a document or a combination of documents containing information about transactions performed with the use of Cards for a certain period of time, provided by the Processing Center to the Bank in soft and (or) hard copy.

**Special-Purpose Equipment** for the execution of Documents for Operations with the Use of Cards (including without being limited to):

**ATM:** an electronic hardware-and-software system designed to withdraw/accept cash with the use of the Card without participation of an authorized officer of a credit organization, and to instruct the Bank to transfer funds from the Client's Account, provide Account data and execute documents confirming corresponding transactions;

**Electronic Terminal:** an electronic hardware-and-software machine designed to read Card data, enter Card data and run Authorization for performing Card transactions and executing documents for such transactions;

**Imprinter:** a mechanism designed to print embossed Card details on a Document for Operations with the Use of Cards, executed in hard copy.

**Mobile Payment System (SMP)** – service provided by the Payment system operator, which allows Card Holders to perform operations with use of Card details, which have been previously saved by the Holder in his/her mobile device (smartphone, tablet, watch, mobile phone etc.) equipped with NFC<sup>1</sup> technology and Android OS, with access to Internet network.

**Account:** the bank account in Russian rubles opened by the Bank to the Client on the basis of a corresponding application, upon presentation of all the documents stipulated by these Terms and the

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<sup>1</sup> Short range wireless data transfer technology

Russian legislation, intended exclusively to settle Card transactions (using Card details) in accordance with the Russian legislation and these Terms.

**The Parties:** the Client and/or the Bank.

**Tariff Rates:** rates of the Bank's fees for transactions performed under these Terms, including other cost values used by the Parties for the Account maintenance and Card transaction performance. The Tariff Rates shall be set and may be changed by the Bank on a unilateral basis, subject to requirements of the laws of the Russian Federation.

**The 3D Secure Technology:** a unique system ensuring additional authentication of the Card Holder and securing payment for goods and services when performing such transactions on the Internet, which is part of the *MirAccept* service.

**Token (TAN –Token Account Number)** – a Card identifier, including the Card number, Card and CVC2 validity, with use of which the Holder performs operations through the SMP, created by the Payment system operator simultaneously with the Card's registration in the SMP by its Holder. The Token details can be generated by the Holder in a mobile device with SMP in the form of Consumer-Presented QR-code (hereinafter - QR-code). Token/QR-code with the details of the Token shall be saved encrypted in the mobile device (smartphone, tablet, watch, mobile phone etc.) equipped with SMP, with use of which the Holder registered his/her Card in the SMP. The Token allows to explicitly define the Card used in operations.

**Terms:** these Evrofinance Mosnarbank Terms of Bank Cards Issue and Servicing, which include the general terms of the Overdraft agreement.

**Electronic Journal:** an electronic document (a combination of electronic documents) generated by an ATM and (or) an Electronic Terminal for a certain period of time during transactions with the use of these devices, which is (are) the basis for executing settlement and other documents to reflect amounts of Account transactions performed with the use of Cards.

**SMS messaging** is a service of real-time informing about all bank card authorizations, as well as receiving passwords for transactions using the 3D Secure Technology.

**SMS password** – a unique digital code created by the Payment system operator, needed for Card's registration and Token's activation in the SMP. The SMS password is transferred to the Holder by the Processing center in form of SMS message, if technically possible.

## **2. GENERAL PROVISIONS**

**2.1.** These Terms shall set forth procedures for:

- issue and servicing of Cards;
- opening and maintenance of the Account;
- Overdraft provision shall regulate relationships created in this connection between the Parties.

**2.2.** These Terms shall be standard terms for all individuals and shall stipulate provisions of the Accession Agreement concluded between the Parties.

**2.3.** The Agreement shall be made through the Client's full acceptance of the Terms under Article 428 of the Russian Federation Civil Code.

**2.4.** The Agreement shall be concluded in writing; the Client (Representative) shall submit to the Bank a hard-copy application for card issue, opening of an account for card settlements and accession to the Terms (**as per the Bank's template**) (the copy shall be given to the Client (Representative)), and the Bank shall deliver to the Client (Representative) a notice of account opening (**as per the Bank's template**) which constitutes the confirmation of the Agreement conclusion.

The rights and obligations of the Parties under the Agreement regarding the procedure for the provision of Overdraft shall be created from the moment the Parties sign the individual terms of the Overdraft agreement.

**2.5.** The Client may have an unlimited number of concurrent Agreements.

**2.6.** In order to familiarize the Holders with the Terms, the Tariff Rates, the service conditions and the phone numbers of the Bank's client support service and the Processing Center the Bank shall publish the Terms, the Overdraft programs and the Tariff Rates (including the updated Terms, the Overdraft programs and the Tariff Rates) and any other information mentioned in this paragraph. The above information shall be published in any place and by any means stipulated by these Terms so that the Holders may get acquainted with it, including:

- publication of the above information on the Bank's official website [www.evrofinance.ru](http://www.evrofinance.ru);
- placement of announcements on stands in the Bank's subdivisions that service the Holders;
- by emailing of information messages to Holders;
- by any other means so that the Holders may receive the above information and establish that it originates from the Bank.

Publication of the Terms shall not imply their mandatory dissemination via mass media.

The Terms, the Tariff Rates and information shall be deemed as published, and the Holder shall be deemed as notified of the published Terms and information, as of their first publication on the Bank's official website: [www.evrofinance.ru](http://www.evrofinance.ru).

**2.7.** By accepting these Terms, the Client shall assume all obligations stipulated in the Terms with respect to Clients; likewise, the Bank shall assume all obligations stipulated in the Terms with respect to the Bank.

**2.8.** The Client is notified that all transactions and services provided by the Bank to the Client shall be governed by the Russian legislation. Certain transactions may be governed by legislations of foreign states wherein they are conducted, initiated or processed.

**2.9.** In accordance with the Russian legislation a number of control functions may be imposed on the Bank in relation to certain types of transactions of the Holder (for example, transactions with cash and transactions that may be classified as suspicious) whereupon the Bank shall be obligated to submit information about accounts and transactions of the Holder to various public and law enforcement agencies. For these purposes the Bank may from time to time request the Client to

present appropriate documents and/or written explanations and send them to the specified authorities, and the Client undertakes to provide them at the Bank's request.

**2.10.** The Client understands that the issue of the MIR Social card is necessary for Client to receive the payments stipulated by paragraphs 5.5 and 5.6 of Art. 30.5 of the Federal Law No. 161-FZ "On the National Payment System" of June 27, 2011.

**2.11.** The Client hereby agrees that if, in the Bank's opinion, a certain transaction on the Client's Account may entail breach of the Russian legislation, the Bank shall have the right to deny or suspend such transaction until the Client presents documents or other information to the Bank's satisfaction, which may be requested by the Bank in connection with a certain transaction of the Client.

**2.12.** The Client is notified that if the Terms require the provision by the Client of personal data, including when filling in the documents provided for in the Terms, then in case the Client refuses to provide such personal data, he/she may be denied the conclusion of the Agreement, the issue / reissue of the Card and taking other actions by the Bank provided for by the Terms.

**2.13.** The Client is notified that his/her participation in the loyalty programs of the Payment system is possible if the Bank concludes the necessary agreements in order to acquire the status of any participant of the relevant loyalty program and allowing the Client to be a member of this loyalty program, as well as if the Bank has the technical ability to exercise the relevant rights and obligations of the participant of the loyalty program provided by its rules.

At the same time, the Bank does not provide any assistance to the Client at his request (oral, written) as part of the Parties' participation in the respective loyalty program, in particular, when the Client accepts the rules of the loyalty program (registration / termination of participation in the loyalty program), registration (exclusion) of the Client's Cards in the loyalty program, the Bank also does not provide advice, informing the Client on the rules of loyalty programs and their execution procedure, and the Client has no right to submit any claims to the Bank in this regard.

The Client agrees to the provision of information on purchases made with the Cards under the programs stipulated by the rules of the relevant loyalty program by the Bank to the subjects of the relevant loyalty program of the Payment system.

### **3. CARD ISSUE PROCEDURE**

**3.1.** For the purpose of ensuring Account settlements, the Bank shall issue a Card to the Client; the Card issue and servicing procedures shall be stipulated by these Terms.

**3.2.** One Basic Card and one or several Additional Cards may be issued to each Account of the Client.

If the Account is opened to enable the Client to receive payments provided for in paragraphs 5.5 and 5.6 of Art. 30.5 of the Federal Law No. 161-FZ "On the National Payment System" dated June 27, 2011, only MIR Social cards shall be issued.

**3.3.** The Card issue procedure shall be determined by the Bank at its discretion. The Bank shall execute (personalize) the Card in the name of the Holder and shall ensure Account settlements

with the use of the said Card on the conditions stipulated in these Terms and for a fee as per the Tariff Rates set by the Bank.

**3.4.** The Card shall be the Bank's property and the Bank shall have the right to refuse the Client the Card issue, to limit the number of Holders in whose name Additional Cards are issued, to limit the number of Cards issued in the name of one Holder, and in cases stipulated by these Terms and/or Russian legislation, to suspend or cancel/block the Card. The Card shall be provided for the Holder's temporary use. The Bank shall bear no liability for Card transactions if Cards fail to be returned within the deadline stipulated in **paragraph 8.2.10** of these Terms.

**3.5.** The Bank may at any time cancel or suspend the use of the Card and to deny to the Client renewal, replacement or issuance of a new Card if the Holder breaches the Russian legislation, these Terms and also requirements, rules and procedures set by the Bank.

**3.6.** The Card shall be valid until the last day of the month indicated on the face of the Card.

**3.7.** Cards shall be executed (personalized) by the Bank within five (5) business days from the acceptance of the Client's corresponding application. The deadlines for the execution (personalization) of Cards may be changed by the Bank in case of delay in the delivery of personalized Cards to the Bank through the fault of the organization delivering Cards / for reasons beyond the Bank's control. The Card may be executed by the Bank within two (2) business days from the acceptance by the Bank of the Client's corresponding application, for a fee charged as per the Tariff Rates set by the Bank provided that the Card is received by the Holder in the Bank's authorized unit located in Moscow.

**3.8.** Personalized Cards shall be kept with the Bank during three (3) months from the month following the Card issue month; afterwards, non-demanded Cards shall be subject to destruction.

**3.9.** If the Holder fails to demand the Card within the deadline stipulated by **paragraph 3.8** of these Terms, the commission fee received by the Bank shall not be refunded to the Client.

**3.10.** The Card shall be issued to the Holder provided that an amount equal to or above the minimum first payment as per the Tariff Rates is credited to the Account.

**3.11.** For purposes of the identification of the Holder during Card transactions, a PIN shall be provided to the Holder together with the Card. The Card and the PIN thereto shall be delivered to the Client upon presentation of the Client's identification document, or to the Client's Representative upon presentation of the Client's Representative's identification document and a duly executed power of attorney authorizing the Representative to receive the Card and the PIN.

**3.12.** An Additional Card shall be issued to the Additional Card Holder upon presentation of the Additional Card Holder's identification document. An Additional Card issued not in the name of the Client may be issued to the Client upon presentation of the Client's identification document.

**3.13.** When receiving a Card, the Client (Representative)/Additional Card Holder shall sign a written acknowledgment of receipt of the Card and the PIN. When receiving the Card, the Holder shall put his/her ball-point-pen signature on a specially designated stripe on the back of the Card (when available).

**3.14.** Persons other than Card Holders shall be prohibited to use the Card.

**3.15.** Operations may be conducted with the use of the Card with and without Authorization in cases stipulated by the Payment System rules.



**3.16.** For performing transitions with the use of the Card or its details, including other operations on the Account, the Bank shall charge a fee as per the applicable Tariff Rates. Upon the Client's application (**as per the Bank's template**) an Additional Card may be issued in the name of the Client or in the name of another individual upon presentation of originals or duly certified copies of documents related to such individual, in accordance with the requirements of the bank and the legislation of the Russian Federation. An Additional Card to the Basic Card of a minor Client may be issued subject to written consent of such Client's legal representatives.

**3.17.** An Additional Card may be issued to be used by an individual who has reached the age of 6 years old.

In accordance with the Russian legislation, an Additional Card may be issued in the name of an individual 6-18 years old by his/her legal representative (parents, adoptive parents, guardians) or other person under written consent of such individual's parents, adoptive parents or guardians.

Consent of a legal representative of an individual of 6-18 years old may be executed by the representative at the Bank or may be notarized and delivered to the Bank.

An Additional Card issued in the name of an individual who is 6-14 years old shall be issued only in the presence of such individual's legal representative (parent, adoptive parent).

**3.18.** Relationships between the Client and the Additional Card Holder under the Agreement shall be governed by the Russian legislation.

**3.19.** These Terms shall fully apply to Additional Cards and their Holders. The Client shall inform the Additional Card Holder about all applicable procedures, rules and commission fees (Tariff Rates) for the use of the Additional Card.

**3.20.** The Client may set limits for debit operations with the use of the Representative's Basic Card / Additional Card, by specifying the set limit and restraints for the Basic Card / Additional Card in a corresponding application (**as per the Bank's template**).

The limit set by the Client for debit operations with the use of the Basic Card / Additional Card may be changed during the validity term of the Basic Card / Additional Card and also in case of re-issue of the Card for a new term upon the Client's written application (**as per the Bank's template**) submitted to the Bank in person.

**3.21.** Not being the Account holder, the Additional Card Holder may credit the Account in the manner stipulated in these Terms and debit the Account with the use of the Additional Card, as stipulated by the Russian legislation, within the limit set by the Client for the Additional Card.

**3.22.** No later than 14 (fourteen) calendar days before the expiration of the Card validity term, the Card shall be automatically reissued by the Bank for a new validity term provided that the following conditions are simultaneously satisfied:

– the Client's own funds adequacy on the Account, or on other accounts opened with the Bank for the purpose of charging the commission fee according to the Tariff Rates set out by the Bank; the Overdraft issued by the Bank to the Client may not be used for charging the Bank's commission fee;

– the Client does not submit to the Bank an application stating the Client's refusal to accept these Terms at least thirty (30) calendar days prior to the expiry of the Card validity term. The

application to refuse to accept these Terms shall be submitted by the Client to the Bank according to the procedure stipulated by **Section 12** of these Terms.

**3.23.** In case of insufficiency of the Client's own funds on the Account to be charged the Bank's commission fee within the deadline stipulated in **paragraph 3.22** of these Terms, the Card may be reissued to the Holder on the basis of an application submitted by the Client and executed as per the Bank's template, after the Client credits the Account in an amount sufficient for charging the Bank's commission fee as per the Tariff Rates set by the Bank.

**3.24.** If no Card transactions are performed during one year, the Card shall not be reissued. The fee for the annual Account service shall be charged as per the applicable Tariff Rates.

**3.25.** The Client may at any time cancel or block any Cards issued in his/her name as well as Additional Cards issued upon his/her request, in the manner stipulated in **Section 6** of these Terms.

**3.26.** The Holder is aware that the Card has material value and for the purpose of reducing risks of its theft or loss and preventing fraud or errors the Holder shall take care when using the Card.

**3.27.** The Holder is aware that transactions performed under these Terms, Account maintenance and transactions with the use of the Card issued under the term bank deposit agreement which provides for the payment of interest on the Account, are charged, upon termination of the said term bank deposit agreement, as per the Tariff Rates of MIR Classic cards, as from the next working day following the termination of the said agreement.

**3.28.** The Holder shall not allow other persons to use the Card and shall in no circumstances follow recommendations of unknown persons when using the Card. The Holder shall abide by the rules and procedures set forth in the Evrofinance Mosnarbank Bank Card Holder Instructions (**Appendix No. 1 to these Terms**).

**3.29.** The Holder is informed that PIN should be modified by the Holder with the use of the Bank's ATM (if technically possible for the Bank/Processing center)

**3.30.** The Holder is informed that the procedure for issuing and use of Token is defined by the **Appendix No. 2** to these Terms.

#### **4. ACCOUNT OPENING AND MAINTENANCE. SETTLEMENTS**

**4.1.** For effecting settlements of transactions with the use of the Card, the Bank shall open an Account for the Client.

**4.2.** For the Account to be opened, the Client shall submit to the Bank an application as per the Bank's template and other documents necessary for the Account opening in accordance with the requirements of the Bank and the Russian legislation; the said documents are listed on the official website of the Bank.

**4.3.** For the Account to be opened by the Client's Representative, the Representative shall submit to the Bank the following: an application for issuing a card and opening an account for settlements with the use of a card, on acceding to the Terms as per the template established by the Bank; identity documents of the Representative; Power of Attorney (notarized or certified by the Bank); documents specified in clause 4.2 of these Terms, containing information about the Client,

including the Client's identity document, which is provided in a copy certified by a notary/official of the competent authority.

**4.4.** Documents necessary for Account opening shall be submitted by the Client (Representative) as original documents or their copies certified in the manner stipulated by the laws of the Russian Federation.

Where the documents submitted by the Client (Representative) in order to open the Account are in a foreign language, such documents shall be accompanied by a corresponding translation into Russian and such translation shall be certified subject to the laws of the Russian Federation, except where the laws of the Russian Federation provide otherwise.

The Bank shall accept documents issued by any competent foreign authorities, provided such documents are legalized in accordance with the applicable procedure. Where the corresponding international treaties made by the Russian Federation provide otherwise, the legalization is not necessary.

**4.5.** The Account number shall be determined by the Bank.

**4.6.** The Bank informs the Client of the date of conclusion of the Agreement and the Account number by specifying them in the application for issuing a card and opening an account for settlements with the use of a card (**as per the Bank's template**), as well as in the notice of account opening (as per the Bank's template).

**4.8.** Funds shall be credited to the Account via transfer of funds from accounts at the Bank (other banks) and/or by means of crediting of cash at the Bank's cash department and/or by means of crediting of cash via an ATM/terminal accepting cash (if technically possible) in accordance with the requirements of the Russian legislation and the Bank.

**4.9.** If credited via an ATM accepting cash, funds shall be credited in the Account currency. If credited via the Electronic Terminal (if it technically feasible for the Bank) installed at the Bank's cash desk for cash acceptance and crediting to the Card, funds shall be credited in the Account currency. The date of the specified operation may differ from the date of its processing by the Bank on the Account.

**4.10.** Funds received via bank transfer shall be credited to the Account in the Account currency.

**4.11.** Funds received via bank transfer shall be credited by the Bank to the Account no later than the working day following the day of receipt by the Bank of a corresponding duly executed payment document expressly indicating that the recipient of the funds is the Client and that the funds are to be credited to the Account. Non-cash funds received in a currency other than the Account currency shall be credited by conversion at the Bank rate as on the date of processing of the transaction.

**4.12.** The Bank may demand, if and when necessary under the currency laws, that the Client submits the corresponding supporting documents and information related to currency transactions.

**4.13.** In case of apparent erroneous entries made by the Bank, the Bank shall make corrections on the Account by crediting or debiting the Account without the Client's additional instructions.

**4.14.** Account debit transactions shall be reflected on the basis of:

- the Register of Payments;

- the Electronic Journal;
- instructions of the Client.

The Bank shall not accept for execution the Holder's instructions to conduct debit the Account if such instructions are made without using the Card or its details.

**4.15.** The Bank shall reflect on the Account amounts of Card transactions as follows:

- In case of settlements of transactions conducted in the Account currency, the Bank shall debit the operation amount from the Account;

- If the Account currency differs from the currency in which a transaction has been performed by the Holder with the use of the Card, the transaction amount, including applicable fees, shall be converted to the Account currency. Conversion shall be made at the Bank's rate as on the date the transaction is processed by the Bank, which may differ from the date on which the operation is performed by the Holder. The difference resulting in this connection with regard to the transaction amount may not be subject to Client's claims.

**4.16.** The Client is aware that the Bank and other banking institutions may impose restrictions (including quantitative restrictions) on Card transactions, which shall be binding on the Holder.

The Bank informs the Holder of such restrictions upon written request of the Holder. At the same time, the Bank informs the Holder on the restrictions imposed by other banking institutions, if the Bank is aware thereof. In addition, the Bank is entitled to independently set a Tariff limit for cash transactions via ATMs / Electronic terminals / cash points / retail and service outlets.

**4.17.** The Bank reserves the right, at any time and at its discretion, to change the range of transactions, services and functions in relation to the use of the Card. Card options at the Bank's ATMs may not be available in full at ATMs of other banks. The Holder is aware that not all Trade (Service) Organizations accept the Card of any type for payment and that they may set limitations on amounts of transactions performed by the Holder and on the Card Holder identification procedures. The Bank shall bear no liability in connection with such limitations or the Holder identification procedures applied by Trade (Service) Organizations and other banks.

**4.18.** The Bank shall accrue and pay interest on the actual Account balance to the Client as per the Tariff Rates. Interest shall be paid by crediting the interest amount to the Account.

**4.19.** Transactions in foreign currencies shall be conducted in accordance with the Russian currency legislation.

**4.20.** Account transactions performed with the use of the Card and/or Card details via the Internet and similar networks shall be deemed to be conducted personally by the Holder. Such transactions shall be subject to these Terms.

**4.21.** Account transactions shall be conducted by the Client within the Credit Limit set by the Bank.

**4.22.** Funds on the Account shall be insured in accordance with Federal Law of the Russian Federation No. 177-FZ dated December 23, 2003 "On the Insurance of Individuals' Deposits in Banks of the Russian Federation".

**4.23.** In case of refund of amounts paid for goods to the Holder, works and services with the use of the Card, the amounts refunded shall be credited in non-cash form to the Account. The Holder may not receive amounts refunded in cash.

**4.24.** During payment for goods and services with the use of the Card, the Holder's identification and authentication shall be made by corresponding Trade (Service) Organizations accepting the Card for payment. The Bank shall bear no liability for failure by Trade (Service) Organizations to abide by the Card Holder identification and authentication procedures, and the Client may not make any claims to the Bank in this connection.

**4.25.** The Holder is aware that in case of triple entry of a wrong PIN in ATMs or in the Electronic Terminal the Card may be blocked and held. If the Card is blocked/held, the Holder shall notify the Bank in the manner established for lost or stolen Cards.

**4.26.** The Holder is aware that individual transactions with the Card in the form of subscription to regular payments (debiting of funds from the Card) made by the Holder on the Internet and via mobile devices may be performed without transaction verification (without using the 3D Secure Technology provided that the said technology is used during the first transaction), and the Client may not make any claims to the Bank in relation to such transactions.

**4.27.** The Client is aware that the document confirming the debiting of the Account transaction amount is an account statement, which the Client is entitled to receive personally at the Bank or in any other way agreed in writing by the Parties.

**4.28.** The Holder is aware that in case of triple entry of erroneous CVC2 when making payments for goods and services on the Internet, the transaction on the Card may be suspended.

## **5. OVERDRAFT ISSUE AND REPAYMENT**

**5.1.** Clients are entitled to Overdraft. Other mandatory requirements to Clients for the provision of Overdraft are established by the Bank in the relevant Overdraft programs.

**5.2.** For the Overdraft Limit to be set, the Client shall submit to the Bank:

- an Application for an Overdraft Loan, executed as per the Bank's template;
- a copy of the record of service certified by the employer (not required to be submitted by the Bank's employees and employees of organizations that have concluded with the Bank agreements for the transfer of the organizations' funds to Accounts of their employees);
- a Client's Earnings Certificate as per 2-NDFL (3-NDFL; 4-NDFL) form of the Federal Tax Service Inspectorate, certified by the employer and tax authorities (not required to be submitted by the Bank's employees and employees of organizations that have concluded with the Bank agreements for the transfer of the organizations' funds to Accounts of their employees).
- other documents specified by the Bank in the relevant Overdraft programs.

**5.3.** The Overdraft Limit shall be set by the Bank based on the information provided by the Client and/or obtained by the Bank from other sources, and on the relevant Overdraft programs.

**5.4.** The Bank shall decide to agree or to refuse to provide an Overdraft within fifteen (15) working days from the day the Client submits to the Bank all necessary documents specified in **paragraph 5.2** of these Terms, and shall notify the Client on the Overdraft Limit amount, the Overdraft interest rate, the Overdraft Settlement Day and other Overdraft parameters by delivering to the Client individual terms of the Overdraft agreement upon personal appeal of the Client to the Bank.

If the Client fails to apply to the Bank for the individual terms of the Overdraft agreement within the specified period, the Bank shall be entitled to refuse to provide the Overdraft to the Client (issue the individual terms of the Overdraft agreement).

**5.5.** The full cost of the loan shall be determined in the individual terms of the Overdraft agreement. If the Bank unilaterally changes any parameters of the full loan cost in cases stipulated by the Russian legislation, the Bank shall notify the Client in writing of such changes in advance. The Client shall be deemed as notified of a corresponding change as of the delivery of the Bank's notice to the Client or his/her representative, or, if the notice is sent by registered mail against delivery notification, as of the date specified as the delivery date in the delivery notification or specified on a delivery failure stamp. If the Bank's notice is sent by mail, it shall be sent to the Client's address specified in the application for the issue of a card and opening of an account for settlements with the use of the card (**as per the Bank's template**) or to an address additionally communicated by the Client as a correspondence address in relation to the Terms.

**5.6.** The Bank sets the Overdraft Limit in the Account currency for a period not exceeding two (2) years, unless otherwise provided in the relevant Overdraft programs and (or) the individual terms of the Overdraft agreement. Upon expiry of the term specified, the Overdraft Limit term may be extended for each subsequent term specified in this paragraph provided that neither Party receives an Agreement termination notice. If the Overdraft Limit term is not extended at the initiative of the Bank, the Bank shall notify the Client thereof 10 (ten) working days prior to the end of the Overdraft Limit term.

**5.7.** The Client is entitled to refuse to receive Overdraft and/or to cancel the Overdraft Limit on any Bank working day. In case of cancellation of the Overdraft Limit, the Client's obligations to repay the Debt on the previously granted Overdraft, to pay interest on the Overdraft Debt and penalty interest in the manner and terms stipulated by the relevant Overdraft agreement shall survive.

**5.8.** The day of the Overdraft provision shall be the day when the Bank credits the amount of the transaction performed with the use of the Card and/or the Card details to the Account given insufficiency of the Client's own funds for the Bank's debiting of the said amount. The Bank does not transfer funds to third parties.

**5.9.** The document certifying the Bank's provision of the Overdraft shall be an Account statement.

**5.10.** For the use of the Overdraft the Bank shall charge interest on the Overdraft Debt amount as of the day following the Overdraft provision day until the day of the Overdraft Debt

repayment (inclusive) or until the second Settlement Day as of the date of the Overdraft provision (inclusive), whichever is earlier.

**5.11.** The interest shall be charged based on the actual number of calendar days during which the Overdraft is used and the actual number of calendar days in a year.

**5.12.** The interest rate for using the Overdraft shall be specified in the individual terms of the Overdraft agreement. The Bank is entitled to change the interest rate for using Overdraft during the validity term of the individual terms of the Overdraft agreement in cases and in the manner stipulated by the legislation of the Russian Federation.

**5.13.** The Client shall repay the Overdraft Debt amount and the Interest Debt amount in full no later than the Settlement Day, specified in the individual terms of the Overdraft Agreement.

The Settlement Day is a specific day of each calendar month and shall be specified in the individual terms of the Overdraft agreement.

If the Settlement Day/Repayment Date falls on a public holiday, the Debt shall be repaid on the last working day preceding the Settlement Day/Repayment Date.

**5.14.** If the Client fails to repay the Overdraft Debt on the second Settlement Day following the date of occurrence of the Overdraft Debt (creation of the Overdue Overdraft Debt), the Client shall pay to the Bank penalty interest on the Overdue Overdraft Debt calculated on the basis of the interest rate specified in the individual terms of the Overdraft agreement, for each day of delay.

**5.15.** The Bank shall not credit the Account for payment of enforcement documents of recoverers recovering funds in accordance with the Russian legislation.

**5.16.** If after an operation conducted on the Account the Client's Debt exceeds the Credit Limit, the Bank shall be deemed to have provided to the Client the Unauthorized Overdraft in the amount of excess of Client's Debt over the Payment Limit.

**5.17.** The Client shall pay interest charged by the Bank on the Unauthorized Overdraft on the basis of the interest rate stipulated by the Tariffs as of the day of the creation of the Unauthorized Overdraft until the day when the excess amount is actually repaid, inclusive of that day.

The Client shall repay the Unauthorized Overdraft amount and pay the interest charged by the Bank on the Unauthorized Overdraft.

**5.18.** The Overdraft Debt and the charged interest shall be repaid without additional instructions of the Client, as funds are credited to the Client's Account. If on the Settlement Day the funds on the Account are insufficient for the repayment of the Debt (in full or in part), the Bank, without any additional instructions of the Client, may debit funds necessary for the full repayment of the Client's Debt from any accounts of the Client opened at the Bank, including foreign currency accounts. Funds shall be converted to the Account currency at the Bank's rate as of the day of debiting. Notwithstanding these provisions, the Client is entitled to repay the Overdraft Debt and accrued interest in other ways stipulated by the legislation of the Russian Federation, including depositing cash through the Bank's cash desk (free of charge), depositing cash via the Bank's ATMs with cash acceptance function (free of charge).

**5.19.** Amounts allocated for repayment of the Client's Debt shall be debited by the Bank from the Client's Account in the following order:

- firstly, the Overdue Interest Debt charged on the Overdraft;
- secondly, the Overdue Overdraft Debt;
- thirdly, the penalty interest on the Overdue Overdraft Debt;
- fourthly, the Overdraft interest;
- fifthly, the Overdraft amount;
- sixthly, the interest on the Unauthorized Overdraft.
- seventhly, the Unauthorized Overdraft amount;

**5.20.** The Bank sets the Overdraft special terms in the relevant Overdraft programs and (or) the Overdraft individual terms.

Unless otherwise provided in the relevant Overdraft program and (or) the Overdraft individual terms, these Terms shall apply.

If these Terms conflict with the relevant Overdraft program and / or the Overdraft individual terms, the relevant Overdraft program shall apply.

**5.21.** Types and amounts of Client payments under Overdraft, ranges of the total cost in accordance with subparagraph 10 (article 5(4)) of the Federal Law No. 353-FZ "On Consumer Credit (Loan)" dated December 21, 2013, methods for securing the Overdraft obligations are not provided for (not specified).

**5.22.** The Client shall not conclude other agreements and (or) receive other services in connection with Overdraft.

**5.23.** The Client is hereby notified of a possible increase in the Client expenses as compared to the expected expenses in rubles, as well as the fact that a past change in the foreign exchange rate does not indicate a future change in exchange rate (for Overdrafts in foreign currency).

**5.24.** The Client is hereby notified that if, within one year, the total amount of payments against all accrued Client liabilities (on the date of applying to the Bank for the provision of Overdraft) under loan agreements, credit facility agreements, including payments against the Overdraft provided, will exceed fifty percent of the Client's annual income, the Client there bears a risk of failure to fulfill Overdraft obligations and a risk of penalty.

The specified condition is valid when the Client applies to the Bank for the provision of Overdraft with an Overdraft Limit of 100,000 rubles or more.

**5.25.** The Client is aware of the possibility of prohibiting by the Bank from assigning Overdraft rights (claims) to third parties, and expresses his/her consent or disagreement in the Application for an Overdraft Loan.



**5.26.** When a Client personally appeals to the Bank, the latter provides the Client with the following information: the amount of the Client's current Overdraft Debt to the Bank; dates and amounts of the Client's effected and future Overdraft payments; dates and amounts of payments made for the previous month and the forthcoming payment of the Client under the Overdraft; the Overdraft amount available, other information specified in the Terms, the relevant Overdraft program, the individual terms of the Overdraft agreement.

**5.27.** Any notice or message sent by the Party in connection with the individual terms of the Overdraft agreement may be delivered by registered mail with delivery notification, by courier or via electronic communication means (if the terms of use of such electronic communication are agreed or will be agreed by the Bank and By the Client in a separate agreement) to the address of the Bank specified in the Terms or to the address of the Client specified in the “application for the issue of a card and opening of an account for settlements with the use of the card” (**as per the Bank’s template**) or to another correspondence address provided additionally by the Client (or other addresses and details communicated by either party in advance).

Any notice or message sent by registered mail with delivery notification shall be deemed as received on the date specified in the delivery notification (on the failed delivery stamp) or on a copy of the letter upon delivery; a notice or message sent by courier shall be deemed as received at the time the courier hands it over (or, if delivered on a non-working day, on the next Bank’s working day); a notice or message transmitted an agreed electronic communication means shall be deemed as received at the time of its transmission. If a notice sent by courier or other agreed electronic communication means is received after 5:00 p.m. on a Working Day or is received on a Non-Working Day, such a notice or message shall be deemed as received at 9.30 a.m. on the next Working Day. For purposes of this paragraph, references to any time shall be references to the local time in the country/region of the message recipient.

## **6. LOSS OF/DAMAGE TO THE CARD BY THE HOLDER/UNAUTHORIZED USE OF THE CARD OR CARD DETAILS**

**6.1.** In case of loss of the Card/PIN and also if the Client/Additional Card Holder suspects that the Card may be unlawfully used by third parties, or in case of its unlawful use (without consent of the Client/Holder) by third parties, or in case of recovery of the Card in Trade (Service) Organizations, cash withdrawal points, ATMs or other machines during transactions with the use of the Card, the Client/Additional Card Holder shall immediately notify the Bank by telephone and provide the password specified by the Holder in a corresponding Application for a Card or an Additional Card.

**6.2.** The Bank / Processing Center may request additional information (e.g. the Client’s/Additional Card Holder’s code word, information about the last Card transaction - the transaction date, the transaction amount, the transaction venue, circumstances under which the Card has been lost, the time and the place of the Client’s/Additional Card Holder’s report of the loss of the Card).

On the basis of such oral report, the Bank/Processing Center shall take measures to block the Card to deny Authorization/to deny Authorization and recover the Card.

However such verbal reporting by the Client/Additional Card Holder shall not be deemed by the Bank as an official notification of the loss of the Card and (or) its use without consent of the Client/Additional Card Holder in accordance with Federal Law No. 161-FZ “On the National Payment System” dated June 27, 2011. A corresponding notice shall be submitted to the Bank in the manner stipulated in **paragraph 6.3** of these Terms.

**6.3.** Immediately upon detecting loss/recovery of the Card/Token and (or) its use without the Client's/ Additional Card Holder's consent, but no later than 1 (one) calendar day following the day of receipt of the Bank's/Processing Center's notice of the performed Card transaction to which the Client/Additional Card Holder objects, the **Client/Additional Card Holder shall** come to the Bank in person and submit a written application (claim), or send such application (claim) to fax: (+7 495) 967 81 33, or send it as a scanned copy by e-mail to: info@evrofinance.ru.

The said written application (claim) of the Client/Additional Card Holder stating loss of the Card / PIN/Token, its suspected unlawful use by third parties, or its unlawful use by third parties, or Card recovery, shall specify the Card number, the full name of the Client/Additional Card Holder, the Card validity term and shall outline all circumstances of the loss / theft / recovery of the Card in detail, including information about its unlawful use as may be known to the Client/Additional Card Holder. The Bank reserves the right to disclose the received information to Russian and/or foreign competent authorities for appropriate investigations.

**6.4.** Together with the written application (claim) specified in **paragraph 6.3** of these Terms the Client/Additional Card Holder shall submit the following documents to the Bank:

- a document confirming that the Client/Additional Card Holder reported the unauthorized Card transaction to a Russian law enforcement body, specifying the date of such report;
- a copy of a decision to initiate/deny initiation of a criminal case on the theft of the Client's funds from the Account. If the Client/Additional Card Holder becomes aware of an unauthorized transaction outside the Russian Federation (without the consent of the Client / Additional Card Holder), the Client/Additional Card Holder shall submit other similar documents issued by competent authorities of foreign states in accordance with their legislative rules;
- documents for Operations with the Use of Cards which have been executed upon performance of the given transaction, and other documents certifying the validity of the arguments stated in the application (claim) — if any.
- application as per the Bank's template.

**6.5.** The Bank has the right, but is not obliged, to consider the written application (claim) of the Client / Additional Card Holder about disagreement with the Card transaction if no copy of the corresponding application is sent to law enforcement authorities (no acceptance stamp of the law enforcement authority is available).

**6.6.** In exceptional cases, when the Bank recognizes, due to circumstances related to the identity of the Client / Additional Card Holder, the good reason for missing the deadline specified in paragraph 6.3 of these Terms, the Bank may consider a written application (claim) of the Client / Additional Card Holder on disagreement with the Card transaction, but at the same time the specified application (claim) must be submitted personally by the Client / Additional Card Holder to the Bank within fourteen (14) calendar days following the oral notification to the Bank on the unauthorized transaction and blocking of the Card in accordance with **paragraph 6.1** of these Terms.

**6.7.** The Client shall be liable for observing the procedure for using the Card, including Additional Cards, in accordance with these Terms and the Bank Card Holder Instructions (**Appendix No. 1**), procedure for issuing and use of Token (**Appendix No. 2**). In case of failure to observe the procedure for using the Card, which entails an unauthorized Card transaction, the Client/Additional Card Holder shall not be entitled to make any claims to the Bank in relation to such unauthorized transaction and the Bank shall bear no liability for such unauthorized transactions.

**6.8.** In all cases of unauthorized Account transaction, the Client/Additional Card Holder shall submit corresponding reports to Russian law enforcement bodies. The Bank's consideration of the Client's/Additional Card Holder's application (claim) regarding an unauthorized Card transaction, such claim being subject to consideration, shall not imply that the Client/Additional Card Holder shall not report such unauthorized Card transaction to Russian law enforcement agencies.

**6.9.** In order to prevent unauthorized / fraudulent transactions on a lost Card, including transactions performed without Authorization, the Client may instruct the Bank to put the Card number on the Stop List of the Payment System by filing a corresponding written application to the Bank.

The Card number may be put on the Stop list of the Payment System by the Bank unilaterally subject to notification of the Client by phone (s) (following the Client identification procedure, including via the Client's code word) / email specified in the contact information provided by the Client in relevant applications as per the Bank's templates.

Putting a Card number on the Stop List of the Payment System on the basis of a corresponding instruction by the Client shall be paid by the Client as per the Tariff Rates.

**6.10.** If a Card, that had been earlier declared as lost on the Client's written application, has been found, the Client may submit to the Bank a written application to resume settlements with the use of the Card, executed as per the Bank's template. In this case the Client shall assume the risk of potential losses under all transactions performed with the use of such Card from the moment of the Card's loss.

**6.11.** No settlements with the use of a Card that declared as lost shall be resumed if the Card number has been put on the Stop List of the Payment System.

**6.12.** In order to reissue the Card with the expired validity, in the cases specified in **paragraph 6.1** of these Terms, the Client shall submit to the Bank a corresponding application as per the Bank's template.

**6.13.** In case of damage to, or loss of, the Card, compromise or loss of the PIN, erasure of the Card magnetic stripe, changes in the Holder's surname and/or name prior to the expiry of the Card validity, the Card and the PIN thereto may be reissued to the Holder. For this purpose, the Client shall submit to the Bank personally a corresponding application executed as per the Bank's template. Resumption of Account transactions in case of reissue of the Card prior to the expiry of its validity shall be paid by the Client as per the Tariff Rates.

## **7. PROVISION OF INFORMATION ON TRANSACTIONS**

**7.1.** As Card transactions are performed, the Bank shall notify the Client/Additional Card Holder of every Card/Additional Card transaction:

- by providing an Account statement personally to the Client/Additional Card Holder on a monthly basis no later than the tenth (10) day of the calendar month (if the specified date is a non-working day, then an Account statement shall be provided on the last working day prior to the specified date). This method of informing on Card transactions is also applied if the Client has not chosen any method of informing on Card transactions, provided for in these Terms;

- by 24-hour daily mobile phone texting, if and when Card transactions are performed, to the Client's / Additional Card Holder's mobile phone, on the basis of the Client's relevant application executed as per the Bank's template and submitted personally by the Client (Representative) to the Bank;

- by sending a statement of Account transactions, as the Account is debited, to the email address of the Client / Additional Card Holder, on the basis of the Client's relevant application of the Client executed as per the Bank's template and submitted personally by the Client (Representative) to the

Bank;

The SMS notification service may be activated by the Client/Additional Card Holder when he/she applies to the Bank in the manner provided for in this **section** of the Terms. Card transactions shall be notified to the Holder in an ATM receipt confirming the Card transaction performed.

The Client confirms that he/she is aware that informing on Card transactions via SMS-messaging/in the course of SMS code transfer for the Card registration and Token activation in the SMP, or Account statement emailing, if and when the Account is debited, poses a risk of unauthorized access of third parties to such information, and the Client hereby expresses his/her consent that the Bank shall not be responsible for the disclosure of information about the Client, Client's accounts and account transactions in case of such unauthorized access.

If the Client fails to specify a mobile phone number to which the Bank can inform the Customer / Additional Card Holder on Card transactions (SMS informing) or fails to specify an email address to which the Bank can send account statements, if and when the Account is debited (a notification shall be sent to the email address), and also if the Client / Additional Card Holder fails to activate or deactivates the SMS informing service in the manner prescribed by this **section** of the Terms, fails to collect an Account statement within the aforementioned period, the Client / Additional Card Holder agrees that the Bank has the right not to accept claims on Card transactions about which the Bank cannot notify the Client / Additional Card Holder.

**7.2.** The day of the Client's/Additional Card Holder's receipt of the notice of a Card transactions shall be deemed the day when the Bank sends an Account statement to the e-mail address and (or) the day when an SMS message is sent to the mobile telephone number specified by the Client and (or) the day when an Account statement is collected at the Bank by the Client/Holder in person on or before tenth (10) calendar day of a calendar month (if the said day falls on a non-working, an Account statement shall be issued on the last working day prior to the said date).

**7.3.** If within one (1) calendar day following the receipt of the Account statement from the Bank via e-mail, and (or) within one (1) calendar day following the receipt from the Bank / Processing center of an SMS-message to a mobile phone number, and (or) within one (1) calendar day following the receipt of an Account statement upon the personal appeal by the Client / Additional Card Holder to the Bank, the Client / Additional Card Holder fails to submit a claim on disagreement with such Card transaction in the manner prescribed in **section 6 and section 9** of these Terms, such Card transaction shall be deemed as accepted and approved by the Client / Additional Card Holder and further claims from the Client / Additional Card Holder on these transactions shall not be subject to satisfaction.

**7.4.** The SMS informing service shall be activated by the Client / Additional Card Holder upon personal appeal to the Bank on the basis of the information provided by the Client in an application as per the Bank's template .

**7.5.** The mobile phone number for SMS informing shall be changed and the SMS informing service shall be deactivated by the Client/Holder upon appeal to the Bank on the basis of the information provided by the Client in an application as per the Bank's template.

**7.6.** SMS informing on Card transactions or sending information to an e-mail address should be also available to the Additional Card Holders on the Card(s) issued in their names, on the basis of the contact information provided by the Client in the relevant applications as per the Bank's template.

**7.7.** For the SMS informing service the Bank shall charge a commission fee according to the Tariff Rates. The SMS informing fee set in the Tariff Rates shall be charged in the amount and at intervals as set in the applicable Tariff Rates.

**7.8.** In case of reissue of the Card for a new validity term SMS informing or emailing of Card transactions shall be available without any additional agreement with the Client.

**7.9.** SMS informing on card operations to the Client's/Additional Card Holder's mobile phone number shall be provided to the Client/Additional Card Holder if the service is paid for as per the Tariff Rates.

The Client/Additional Card Holder shall ensure that the SMS informing function is supported by his/her mobile service provider. The Client/Additional Card Holder is aware that mobile service providers may charge a fee for the transfer of SMS messages and the Client/Additional Card Holder shall be responsible for corresponding payments to the mobile service provider.

The SMS informing service for the telephone number of a foreign telecom provider shall be activated if the Bank has the technical feasibility.

**7.10.** The Client shall communicate to the Bank:

- (when activating the SMS informing service) a valid mobile phone number, and shall make sure that the said mobile phone number is continuously available for receipt of SMS messages;
- (when activating the emailing service), a valid e-mail, and shall make sure that the said e-mail is continuously available for receipt of e-mail messages.

The Client shall be liable for the validity of the Client's and the Additional Card Holder's mobile phone number and e-mail and shall prevent generation of duplicates (clones) of the SIM card, obtaining, use and change of the SIM card and/or the mobile phone number by third parties. In case of change of the mobile telephone number and/or e-mail the Client shall immediately notify the Bank of such change in writing by coming to the Bank in person. Until the Bank is notified of any changes in the Client's contact data, the Bank shall not bear responsibility for non-receipt or untimely receipt of the information sent to the Client/Additional Card Holder about every Card transaction, and the Client/Additional Card Holder shall bear all risks of possible losses caused by non-receipt or untimely receipt of such information sent to the Client / Additional Card Holder.

**7.11.** Upon receipt of an SMS/e-mail message, the Client/Additional Card Holder shall make sure that such message comes from the Bank or from a party authorized by it (Processing Center).

In this case, if:

- the message is not from the Bank or the Processing Center, or
- the actions requested in the message require urgent response of the Client/Additional Card Holder, or
- it is required to provide, update or confirm the Client's/Additional Card Holder's personal information, including the code word, PIN, telephone number, bank card details, user name, password, etc., or
- the message contains a form for entering the Client's/Additional Card Holder's personal data, or

- the message states that unexpected funds are received on the Client's Account, or
- the message requests the Client to log in a system of the remote banking service via a specified link, or
- the message does not originate from the official telephone number/e-mail of the Bank or is not addressed by a party authorized by it (Processing Center) and specified on the Bank's official Web site or in the Card Holder Instructions (**Appendix No. 1**),
- in other cases

the Client/Additional Card Holder shall not perform any actions as requested in the message. The Client/Additional Card Holder shall immediately report such messages to the Bank.

## **8. RIGHTS AND OBLIGATIONS OF THE PARTIES**

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

**8.1.1.** Dispose of funds on the Account within the Credit Limit.

**8.1.2.** Receive information about the Account balance and transactions performed on the Account, including by visiting the Bank. Receive information about Card transactions and the balance available for Card transactions/

**8.1.3.** Request the Bank to reissue the Card upon the expiry of its validity (if the Card has not been reissued in the manner stipulated by these Terms) or in case of its early cancellation due to the loss of the Card and/or the PIN, mechanical damage to the Card or for other reasons.

**8.1.4.** Cancel the Card issued in his/her name, in the name of his/her Additional Card Holder by submitting a written application in optional form to the Bank.

The Holder may also cancel an Additional Card issued in the Holder's name.

**8.1.5.** Fulfill his/her obligations to repay the Debt before maturity (in part or in full) without any restrictions.

**8.1.6.** Authorize his/her Representative acting by virtue of a power of attorney to open an Account, credit cash to the Account, receive the Card and PINs in cases where in accordance with requirements of the Russian legislation the specified actions are required to be performed by virtue of authorities evidenced by a corresponding power of attorney. The power of attorney shall be executed at the Bank or by a notary and shall be presented to the Bank when the Representative performs the actions listed in this paragraph.

### **8.2. The Client shall:**

**8.2.1.** Submit to the Bank appropriate and reliable information for the opening of the Account, issue of the Card and provision of the Overdraft.

Notify the Bank in writing of all changes in the data communicated by the Client (Representative), if they are essential for the performance of the Agreement, including about changes in the e-mail and mobile phone number, without delay. The Client shall bear the risk of adverse consequences resulting from undue notification of the Bank.

In case of changes in the name, patronymic and/or surname of the Client (Additional Card Holder), the Client (Representative) shall present to the Bank a new identification document of the Client (Additional Card Holder), a document certifying such changes as per the laws of the Russian Federation and an application for reissue of the Card executed as per the Bank's template.

**8.2.2.** The Client/Additional Card Holder shall regularly monitor the accuracy of the reflection of Card transactions and the balance on the Account by receiving Account statements during personal visits to the Bank at least on the tenth (10) calendar day of the month (if the said day is a non-working day, the Account statement shall be issued on the last working day preceding the said date), by e-mail, SMS informing — no less than once a day check the e-mail box, mobile phone, in the manner stipulated by **Section 7** hereof.

**8.2.3.** Ensure the availability of at least the minimum amount of the first payment set by the Tariffs in the Account no later than the Card receipt date.

**8.2.4.** Conduct or ensure the conducting of Account transactions by the Additional Card Holder within the Credit Limit (the limit set for the Additional Card Holder).

**8.2.5.** Pay the commission fee to the Bank as per the Tariff Rates.

**8.2.6.** Submit, upon the Bank's request, documents and information in cases stipulated by the Russian legislation.

**8.2.7.** Refrain from, and ensure that the Additional Card Holder refrains from, Card transactions if such transactions are related to entrepreneurial activities and breach of the Russian legislation.

**8.2.8.** Keep Documents for Operations with the Use of Cards, including for transactions with the use of the Holder's Additional Card, during sixty (60) calendar days from performance thereof, present such documents upon the Bank's request within ten (10) calendar days for purposes of settlement of disputable matters and confirmation of corresponding transactions performed by the Holder with the use of the Card.

**8.2.9.** Take measures to prevent loss (theft) of the Card/Token, the PIN or data embossed on the Card (Card microprocessor) and the magnetic stripe, including CVC2, or their unlawful use.

**8.2.10.** Return the Card and provide for the return of the Additional Card to the Bank by the Holder within no more than ten (10) calendar days:

- upon the expiry of its validity;
- from the day the Bank sends a corresponding notice.

If the Client refuses to accept these Terms, the Client shall return the Card and ensure that the Additional Card is returned on the day of submission of a corresponding application stating his/he refusal to accept these Terms.

**8.2.11.** Not use the Card/Token for illegal purposes, including for payment of goods or services prohibited for purchase by the legislation of the country of the Card/Token Holder's stay.

**8.2.12.** Not transfer the Card for use of third parties.

**8.2.13.** Repay the Debt under the Agreement in the manner and within the deadlines stipulated by these Terms or ensure the availability in the Account of an amount sufficient for the repayment of the Debt on the Repayment Date.

**8.3. The Bank shall be entitled to:**

**8.3.1.** Verify completeness and accuracy of the information specified by the Client in corresponding applications.

**8.3.2.** Refuse the Client to issue or reissue the Card, to set the Overdraft Limit, at its discretion and without giving any reasons.

**8.3.3.** The Bank has the right to refuse to issue a non-demanded Card upon the to the Holder expiration of three (3) months following the Card issue month.

**8.3.4.** Request documents and information from the Client (Additional Card Holder) in cases stipulated by the Russian legislation and these Terms, including information / documents on the financial standing and income of the Client.

**8.3.5.** To refuse the Client (Additional Card Holder) to perform a transaction if the Credit Limit is insufficient, including taking into account the commission fee charged by the Bank for this transaction.

**8.3.6.** To refuse the Client (Additional Card Holder) to perform a transaction, to cancel/ block the Card and/or give instructions to recover the Card, and put the Card on the Payment System's Stop List if:

- the transaction being performed is contrary to requirements of the Russian legislation, these Terms or the procedure for performing the given transaction, set by the Bank;
- the Bank suspects that transactions performed by the Client are related to the Client's (Additional Card Holder's) entrepreneurial activities;
- if as a result of the implementation of the internal control rules in order to counter the money laundering and the terrorism financing, the Bank suspects that the transaction is being performed / has been performed to effect money laundering or financing terrorism ;
- the Client's (Additional Card Holder's) rights to dispose of funds on the Account are restricted in the manner and in cases stipulated by the Russian legislation or these Terms;
- the Bank/Processing Center suspects that transactions performed with the use of the Card or its details are not authorized by the Client/ Additional Card Holder and/or are fraudulent ones, for the purpose of preventing unauthorized actions/fraud with the use of the Card;
- if the Bank / Processing Center suspects that the transactions performed with the use of the Card or its details are not authorized by the Client / Additional Card Holder and/or are fraudulent ones, for the purpose of preventing unauthorized actions / fraud with the use of the Card, and it shall notify the Client in advance about the need to block the Card by phone (s) (following the Client identification procedure, including via the Client's code word) / email(s) specified in the contact information provided by the Client in relevant applications as per the Bank's template;
- the Client/Additional Card Holder fails to fulfill the obligations stipulated by these Terms.



• if the Bank withdraws / decides to withdraw from the Payment system. The Card shall be cancelled/blocked no earlier than thirty (30) calendar days from the date of the respective notification by the Bank sent to the Client's e-mail with the obligatory subsequent sending of the original by Russian post to the Client registration address (**Appendix No. 1**).. The notification shall be deemed served on the date of sending of the corresponding letter to the Client by the Bank.

• in case the Bank makes a decision to terminate the service / issue of certain payment products of the Payment System (including types / kinds of Cards). The Card shall be cancelled/blocked no earlier than thirty (30) calendar days from the date of the respective notification by the Bank sent to the Client's e-mail with the obligatory subsequent sending of the original by Russian post to the Client registration address . The notification shall be deemed served on the date of sending of the corresponding letter to the Client by the Bank.

**8.3.7.** Debit the following (without additional instructions of the Client, by converting sums, where necessary, at the Bank's rate as of the date of debiting):

- funds that have been credited by the Bank to the Account by mistake;
- funds recoverable from the Client on the basis of enforcement documents as well as in other cases stipulated by the Russian legislation;
- amounts of the Client's Debt to the Bank in accordance with the Agreement;
- tax amounts in accordance with the Russian law;
- other sums payable to the Bank in accordance with the Terms.

The Client hereby agrees (accepts in advance) that the Bank shall execute (including in part) the full-amount documents established by the Bank of Russia for the exercise of the rights stipulated by **paragraph 8.3.14 and its paragraph** of the Terms during the validity of the (Accession) Agreement.

**8.3.8.** Set restrictions in relation to debit transactions on the Account.

**8.3.9.** Suspend / terminate the crediting of the Client's Account, demand early repayment by the Client of the Overdraft Debt and Interest Debt (in accordance with the Russian legislation), and block the Card/give instructions to recover the Card of the Client (Additional Card Holder) given existence of one of the following:

- there is Overdue Overdraft Debt and/or Overdue Interest Debt. Upon the Client's application, the Bank may resume Cards after the Client repays the Debt to the Bank;
- the Client fails to perform or improperly performs the Agreement.

In case of early demand of the Overdraft Debt, the Bank shall send to the Client a written demand for the early repayment of the Overdraft Debt by specifying a period of time within which the Client is obligated to repay the Debt demanded by the Bank before maturity.

The Bank's termination of the provision of the Account Overdraft and the Bank's demand for the early repayment of the Client's Overdraft Debt shall imply the Bank's denial of the Overdraft from the day following the day of the Client's repayment of the Overdraft Debt.

**8.3.10.** The Overdraft Limit shall be increased in the manner specified in **Section 5** of these Terms.

**8.3.11.** Amend the Terms and/or change the Tariff Rates, subject to the Russian legislation, with a notice to the Holder by publishing information in the manner stipulated by these Terms.

**8.3.12.** Make audio (video) recordings during transactions and other actions with Cards/Tokens as well as in its offices and on its devices (including voice sets), without any additional notice to the Holder. Such recordings may be used as evidence during dispute resolution by the Parties to the Agreement.

**8.3.13.** Reserve amounts of funds on the Account for up to thirty (30) calendar days on the basis of Account Authorization requests received from participants of International Payment Systems in relation to transactions performed with the use of the Card or its details, as well as in cases where funds are credited to the Account by mistake. Funds shall be reserved until reserved amount is debited from the Account on the basis of settlement information received by the Bank from the Processing Center, or Authorization is cancelled (denied).

**8.3.14.** Debit, without the Client's (Representative's) instructions, the amount of the Unauthorized Overdraft and penalty interest charged on the Account overdrawn balance, from any other account of the Client at the Bank. Notwithstanding these provisions, the Client is entitled to repay the Unauthorized Overdraft Debt in other ways stipulated by the legislation of the Russian Federation, including depositing cash through the Bank's cash desk (free of charge), depositing cash via the Bank's ATMs with cash acceptance function (free of charge).

**8.3.15.** With regard to debiting the Client's accounts opened with the Bank without the Client's instructions, the Agreement shall introduce corresponding amendments and additions and shall constitute an integral part of the bank account agreements between the Bank and the Client (as may be amended from time to time) in Russian rubles and in foreign currencies, and shall constitute an integral part of the bank account agreements as may be concluded between the Bank and the Client in future.

In the event of any conflict between the terms and conditions of bank account agreements and this Agreement in terms of debiting the accounts opened with the Bank without the Client's instructions, the terms and conditions of this Agreement shall prevail.

#### **8.4. The Bank shall:**

**8.4.1.** Open the Account to the Client provided that the Client meets the requirements specified in **paragraph 4.2** of these Terms.

**8.4.2.** Deliver to the Holder a Basic Card / Additional Card issued in his/her name provided that the Client or his/her Representative/Additional Card Holder fulfills the Bank's Terms and Tariffs.

**8.4.3.** Ensure settlements of Card transactions within the deadlines and in the manner stipulated by these Terms and in accordance with requirements of the Russian legislation.

**8.4.4.** Block the Card, give instructions to withdraw the Card and take all necessary measures for these purposes:

- upon a written application of the Holder, including in case of loss of the Card and/or the PIN;
- if the Client refuses to accept these Terms in the manner stipulated by **Section 12** of these Terms.

**8.4.5.** Maintain the secrecy of the Account, Account transactions and the Holder data. Information constituting the banking secrecy may be disclosed to public agencies and their officers exclusively in cases and in the manner stipulated by the Russian legislation.

**8.4.6.** If the Client refuses to accept these Terms by submitting a corresponding application to the Bank, return the Account balance to the Client in a manner specified in the application submitted to the Bank, within the deadlines and according to the procedure stipulated by **Section 12** of these Terms.

**8.4.7.** In case of early repayment of the Overdraft amount by the Client in full and/or cancellation of the Overdraft or its part (change of the Overdraft Limit, which entails the cancellation of the previously set Overdraft Limit), the Bank shall, within five calendar days as of receipt of the Client's notification, based on the early refundable amount of Overdraft, calculate the Overdraft Debt and

Overdraft Interest for the actual period of Overdraft payable by the Client on the day the Bank is notified of such early repayment, and provides the Client with the specified information upon personal appeal to the Bank.

## **9. CLAIM PRESENTATION AND DISPUTE SETTLEMENT**

**9.1.** In case of objections in relation to transactions performed with the use of the Card, including transactions performed by the Additional Card Holder, the Client/Additional Card Holder may submit to the Bank applications (claims) on disagreement with the transaction, within the deadlines and in the manner stipulated by **Section 6** of these Terms.

**9.2.** The Bank shall start considering the Client's/Additional Card Holder's application (claim) stating objections to the Card transaction performed upon submission by the Client/Additional Card Holder (during personal visit) of a corresponding application (claim) signed by the Client / Additional Card Holder, and upon presentation of the documents (originals or duly certified copies) specified in **Section 6** of these Terms.

The Bank shall consider the said application (claim) of the Client/Additional Card Holder and shall take all measures to identify if the claim is valid or not, in particular, by engaging other participants of Payment Systems involved in a corresponding transaction of the Additional Card Holder.

The Bank shall consider the said application (claim) of the Client/Additional Card Holder and shall enable the Client/Additional Card Holder to be informed about the results of its consideration within thirty (30) calendar days from receipt of the said application, and within sixty (60) calendar days from receipt of the application (claim) if the Card has been used for a cross-border transfer of funds, when the Client/Additional Card Holder comes to the Bank in person/by sending such information to the Client's registration address.

The term of the consideration of the Client's/Additional Card Holder's application (claim) may be extended in case of the occurrence of circumstances beyond the Bank's responsibility, specifically, third party actions/omission.

**9.3.** If the Bank establishes that the claim made by the Client/Additional Card Holder is not valid, the Client shall reimburse all expenses actually incurred to the Bank in connection with the claim consideration.

**9.4.** The Bank shall/shall not refund to the Client the amount of a transaction performed without the Client's/Additional Card Holder's consent only upon consideration of the Client's/Additional Card Holder's application (claim).

**9.5.** The Bank shall not consider applications (claims) of the Client / Additional Card Holder related to charging to the Account (refund, withholding) of the amount of the Client's incentives arising in the relevant loyalty program of the Payment system, in particular, bonuses, points, other units, monetary incentives, in-kind incentives and other types of incentives made on Card transactions within the framework of the Client's participation in the relevant loyalty program of the Payment system (hereinafter - the Client's incentives), as well as with charging of other rewards in accordance with the loyalty program of the Payment system.

**9.6.** All disputes and disagreements between the Bank and the Client in relation to the performance of the Agreement shall be settled through negotiations. If disputes and disagreements fail to be settled

through negotiations in the above period, the dispute shall be referred to court.

**9.7.** The Bank and the Client acknowledge that the relevant protocols of the mail servers and (or) extracts from the databases with recording notice-sending, printed on paper, signed by an authorized person of the Bank and sealed; records of telephone conversations between the Parties are sufficient evidence of the relevant fact and may be presented as appropriate evidence to the court in case of court and pre-court dispute resolution.

## **10. LIABILITY OF THE PARTIES**

**10.1.** For breaching these Terms the Parties shall be held liable in accordance with the Russian legislation.

**10.2.** The Client shall assume the risk of losses under all transactions performed with the use of all Cards issued to his/her Account in accordance with these Terms.

**10.3.** In case of loss of the Card/Token or in case of its use without the Client's/Additional Card Holder's consent, the Client shall bear the risk of losses under all transactions with the use of the Card/Token:

- under transactions performed before the Bank receives the Client's/Additional Card Holder's written notice of the loss of the Card/Token and (or) its use without the Client's/Additional Card Holder's consent in accordance with **Section 6** of these Terms, except in cases stipulated by the Russian legislation;

- under all Card/Token transactions, which do not require Authorization and which were performed before the Bank receives the Client's written application to put the Card number on a Stop List of the Payment System in accordance with **paragraph 6.9** of these Terms.

**10.4.** The Bank shall bear no liability in case of losses resulting from errors, failures, delays and faults that occur through the fault of a trade (service) organization where the Holder conducts an operation with the use of the Card/Token, and through the fault of other Payment System participants and communication providers.

**10.5.** The Bank shall bear no liability in cases where the Card is not accepted for transactions by a third party.

**10.6.** The Bank shall bear no liability for the consequences of the execution of an Account instruction signed by an unauthorized person in cases where the Bank (following the procedure stipulated herein) is not able to identify that such instruction was signed by an unauthorized person.

**10.7.** The Parties shall be exempted from liability for full or partial non-performance under the Agreement if such non-performance results from circumstances of insuperable force, i.e. force majeure unavoidable in the given circumstances. The Parties shall confirm the existence of force majeure by presenting documents issued by competent authorities. The Parties shall notify each other of the occurrence of force majeure within a five-day term.

**10.8.** The Client hereby agrees that the Bank shall bear no liability for any accidents, failures and disruptions in the service, related to equipment, power transmission systems and/or communication lines, Internet, which are provided, supplied, operated and/or serviced by third parties in connection with the Client's/Additional Card Holder's use of the SMS informing service and receipt of statements by e-mail, including losses incurred in connection with unlawful actions or omission of

third parties. The Bank shall bear no liability for the availability and performance of communications facilities used by the Bank/Processing center to notify the Holders of transactions performed with the use of the Card.

**10.9.** The Client/Additional Card Holder shall not disclose the mobile telephone number and/or e-mail password to third parties because such disclosure entails the risk of unauthorized third party access to information transmitted by mobile communications or e-mail. If the Client/Additional Card Holder discloses the mobile telephone number and/or e-mail password to third parties, the Bank shall bear no liability for unauthorized access to transmitted information and for damages incurred to the Client due to such unauthorized access.

**10.10.** The Bank shall bear no liability for damages incurred to the Client due to unauthorized use by third parties of the Client's/Additional Card Holder's mobile telephone number and/or e-mail password.

**10.11.** The Bank shall not be liable for damage caused to the Client as a result of the Client's (Representative/Additional Card Holder) refusal to perform the transaction, cancellation / blocking of the Card and/or ordering for the Card recovery, as well as the inclusion of the Card on the stop list of the Payment System, in cases specified in **paragraph 8.3.6** of these Terms, including in the cases where, through the fault of third parties and/or the fault of the Client / Additional Card Holder, the Bank is not able to contact the Client / Additional Card Holder by phone / email specified in the contact information provided by Client in the relevant application form of the Bank.

**10.12.** The Bank shall not be liable for any damage caused to the Client due to non-performance (improper performance) of obligations by the respective subject of the Payment system loyalty program to pay/provide the amount of the Client's incentives, other remunerations arising within the framework of the Client's participation in the respective loyalty program of the Payment system.

The Bank shall not be liable for any damage caused to the Customer due to withholding (return) by the Bank of the amount of the Customer's incentives, other remunerations, arising within the framework of the Customer's participation in the relevant loyalty program of the Payment system.

**10.13.** The Bank shall not be liable for any damage caused to the Client due to termination of the Bank's participation in the relevant loyalty program of the Payment system.

**10.14.** The Bank shall not be liable for losses incurred by the Client due to the fact that the e-mail address/mobile phone number specified in the Client's contact information is switched off, is out of the coverage area of the cellular operator's/email service provider's network, is disconnected due to non-payment for the cellular operator's/Internet operator's/email service provider's services, the cell phone buffer/mailbox is full, etc.

## **11. INTRODUCTION OF AMENDMENTS AND ADDITIONS TO THE TERMS**

**11.1.** The Terms and the Tariff Rates may be amended at the Bank's initiative in compliance with the Russian legislation by amending and/or adding the Terms and/or the Tariff Rates, including by approving revised editions of the Terms and/or the Tariff Rates, in the manner stipulated by this section of the Terms.

**11.2.** For the amendments and/or additions made by the Bank to the Terms and/or the Tariff Rates to take effect, the Bank shall publish information about amendments/additions in accordance with **paragraph 2.6** of these Terms.

**11.3.** Amendments and/or additions to Terms made by the Bank shall become effective upon the expiration of five (5) calendar days after the Bank publishes such amendments and/or additions, or

from the date such amendments and/or additions become effective if such date is specified in the published information, but in any case not earlier than five (5) calendar days from the date of publication.

In case of any change in laws of the Russian Federation, the Terms shall be applicable to the extent compliant with requirements of the laws of the Russian Federation, until they are changed by the Bank

**11.4.** The Client shall get acquainted with any information published by the Bank under **paragraph 2.6** of the Terms at least once every five (5) calendar days.

**11.5.** If the Client does not accept amendments and/or additions to the Terms, or the terms and conditions of a revised edition of the Terms, the Client shall have the right to terminate the Agreement in the manner stipulated by **Section 12** of the Terms.

**11.6.** If prior to the entry into effect of amendments and/or additions to the Terms published by the Bank the Bank does not receive the Client's notice of termination of the Agreement, the Parties shall recognize such amendments and/or additions to the Terms as accepted by the Client.

**11.7.** The Bank shall not be held liable if the Client fails to receive and/or read and/or properly interpret any information about changes and/or amendments in the Terms published within the time limits and following the procedure stipulated by the Terms.

**11.8.** As of their entry into effect any amendments and/or additions to the Terms shall equally apply to all persons who have accepted the Terms, including those who accepted the Terms prior to the effective date of amendments and/or additions.

## **12. WAIVER OF THE TERMS AND TERMINATION OF THE AGREEMENT**

**12.1.** The Client may at any time refuse to accept these Terms. In this case the Client shall submit to the Bank a corresponding written application executed as per the Bank's template no less than thirty (30) calendar days prior to the anticipated date of termination and return to the Bank all Cards issued in his/her name and in the name of his/her Holder for performing transactions on the given Account on the day of the submission of the said application and pay the Bank all amounts payable under the Agreement.

**12.2.** The Client's refusal to accept these Terms with respect to the Account specified in the application shall not entail the Client's refusal to accept these Terms with respect to other accounts of the Client opened with the Bank.

**12.3.** The Bank's acceptance of the application shall be confirmed by the Bank's stamp in the application. Upon acceptance of the said application the Bank shall cancel (block) all Cards issued to the Client (Holder) for performing transactions on the given Account, complete processing of the documents for operations with the use of cards performed prior to the Bank's receipt of the Client's application, and use monetary funds on the Account and other accounts of the Client opened with the Bank for the repayment of the Client's debt to the Bank.

**12.4.** The Agreement shall be deemed as terminated upon the expiration of 30 (thirty) days from the Bank's receipt of the Client's application specified in **paragraph 12.1** of these Terms. After termination of the Agreement the Bank shall return the Account balance to the Client in a manner specified by the Client in the application, within the term stipulated by the Russian legislation.

**12.5.** The Bank is entitled to terminate the Agreement in cases and in the manner provided for by Article 859 of the Civil Code of the Russian Federation.

**12.6.** The Client hereby expresses a specific, substantive, informed, conscious and unambiguous consent to the Bank to process (including receipt from the Client and/or any third parties who have contractual relations with the Bank, from publicly available or open sources), with or without the use of automation tools, the Client's personal data, and the Client confirms that by giving such consent, he/she acts freely, of his/her own free will and in his/her own interests.

The consent is given by the Client for the purpose of verifying the accuracy of information specified by the Client when applying to the Bank and in the submitted documents, for making a decision on the possibility of issuing (issuing) bank cards, making settlements on transactions with bank cards, including settlements within the framework of loyalty programs of the payment system, implementation (execution) of the Client's interests within the framework of the Client's participation in loyalty programs of the payment system, making decisions or taking other actions that give rise to legal consequences in respect of the Client and/or other persons. This applies to the Client's personal data specified in the application for card issuance and opening an account for settlements with the use of a card, "Application form for issuance of an additional card", Questionnaire of an individual received by the Bank in accordance with the legislation on combating money laundering and terrorism financing, as well as specified (contained) in other documents submitted by the Client to the Bank, as well as all the Client's personal data held by third parties which have contractual relations with the Bank, as well as obtained by the Bank from publicly available or open sources.

The Bank shall be entitled to perform the following actions (operations) or a set of actions (operations) with regard to the Client's personal data, which is necessary or desirable to achieve the above-mentioned purpose, subject to the requirements of bank secrecy: collection; recording; systematization; accumulation; storage; clarification (updating, changing); extraction; use; transfer (sharing, granting access) to the Processing Center/other person(s) with whom the Bank will conclude a processing service agreement; transfer to the subjects of the relevant loyalty program of the payment system, with whom the Bank has contractual relations, of the information on goods purchase transactions made with the use of bank cards within the framework of promotions provided for by the rules of the relevant loyalty program, as well as to other persons for the purposes provided for by the legislation of the Russian Federation and necessary for conclusion and execution of the agreement on issue and maintenance of bank cards; blocking; deletion; destruction. Provision is made for mixed processing of the Client's personal data – both the processing without the use of means of automation and automated processing with transmission of the received information using the Internet.

This consent is valid for the period of storage of documents and information containing personal data, determined in accordance with the legislation of the Russian Federation, as well as agreements concluded between the Client and the Bank.

The Client is notified of his/her right to withdraw consent by submitting a written application to the Bank.

The Client is notified that the provision of inaccurate and unreliable information by the Client and revocation of this consent may result in the impossibility of rendering services by the Bank.

The Client is notified that the Bank processes (the list of actions (transactions) and description of methods is specified above) personal data of third parties specified by the Client in any documents submitted to the Bank in accordance with the above-mentioned purpose.



The personal data of third parties provided by the Client to the Bank is received by the Client in accordance with the requirements and in accordance with the procedure established by the legislation of the Russian Federation on personal data, and there are no restrictions on the processing of personal data by the Bank for the purposes of conclusion and execution of bank account agreement, deposit account, performance of other banking operations, the said third parties have been notified about the processing of their personal data by the Bank, which is carried out by the Bank in compliance with the confidentiality of personal data.

The Client is hereby notified that the requirements for protection of processed personal data, necessary legal, organizational and technical measures to protect personal data from unlawful or accidental access to them, destruction, modification, blocking, copying, sharing and other unlawful actions in respect of personal data are determined by the Bank in accordance with the requirements of the Federal Law dated 27.07.2006 No. 152-FZ "On Personal Data" and other regulatory and legal acts of the Russian Federation.

### **13. APPENDICES**

Appendix No.1 - Evrofinance Mosnarbank Card Holder Instructions.

Appendix No. 2 - Procedure for issuing and use of the Token.