

Приложение №1а
к Приказу №_____ от «_____» сентября 2023 г.

Evrofinance Mosnarbank

APPROVED
Minutes of the Meeting of the Bank's Board
No. dated

**TERMS AND CONDITIONS OF PROVISION OF FUNDS TRANSFER SERVICE AS
PART OF THE FASTER PAYMENTS SYSTEM**

Moscow
2023

TERMS AND DEFINITIONS

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

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

Sending Bank is a banking institution (including the Bank), a Participant of the Faster Payments System, whose client is the Payer in the C2C/Me2Me/C2B Transaction.

Receiving Bank is a banking institution (including the Bank), a Participant of the Faster Payments System, whose client is the Recipient in the C2C/Me2Me/C2B Transaction.

Remote Banking Service Agreement (RBS Agreement) is an agreement between the Client and the Bank executed by the Client upon accession to the RBS Terms.

Application for Accession to the RBS Terms is a written expression of the Client's will to accede to the RBS Agreement.

Registered number is a mobile phone number specified by the Client in the Application for Accession the RBS Terms or Application for Change of Mobile Phone Number for the purposes of the RBS Agreement.

Recipient Identifier is a mobile phone number (including the contry code)¹ of the Recipient, which allows unambiguous identification of the Recipient among the multitude of clients in the Recipient's Bank, and identifies his/her payment details for the transfer of funds to the Recipient.

Client is an individual who has concluded a RBS Agreement with the Bank.

Faster Payments System Operator (the Operator) is the Central Bank of the Russian Federation (Bank of Russia).

FPS Operations and Clearing Center (hereinafter referred to as the FPS OCC) is NSPK JSC.

C2C Transaction is a funds transfer transaction in rubles with indication of the Recipient Identifier via the FPS.

Me2Me transaction is a transaction involving the transfer of funds in Russian rubles at the request of the Receiving Bank via the FPS.

C2B Transaction is a transaction involving the transfer of funds in rubles in favor of legal entities and individual entrepreneurs to pay for goods, works and services using transfer details communicated by the recipient of funds to the payer in electronic form and presented in the form of a code.

Sender is an individual (including the Client), whose account the funds are debited from under the C2C/Me2Me/C2B Transaction.

Recipient is an individual (including the Client), to whose account the funds are credited under the C2C/Me2Me Transaction or a legal entity/individual entrepreneur, to whose account the funds are credited under the C2B Transaction.

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

¹ Country codes allowed for use of the FPS are determined by the **FPS OCC**.

SBPay App is a mobile application, the software for which is provided by the FPS OCC, for conducting the C2B Transactions.

Service is an opportunity provided by the Bank for the Client to perform the C2C/Me2Me Transactions in favor of individuals, the C2B Transactions in favor of legal entities/individual entrepreneurs via the EuroLink System (including its mobile version), as well as to receive/write off funds to (from) the Client's Account via the FPS using the Recipient Identifier (if technically possible).

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

EuroLink system is a system of remote banking services for individuals, used by the Client according to the RBS Agreement, including as an Electronic means of payment.

Client Support Service is a subdivision of the Bank that provides information support to Clients when contacting the Bank by phone, published on the Bank's corporate Internet site www.evrofinance.ru.

Parties are the Bank and the Client.

Account is the Client's account in Russian rubles opened with the Bank under a banking service agreement and/or an on-demand deposit account agreement.

Bank's Tariff Rates are the Bank's remuneration for provision of funds transfer services to the Client using the FPS.

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

RBS Terms are the terms and conditions of remote banking service for individuals via the EuroLink System in Evrofinance Mosnarbank, as approved by the Bank.

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

QR Code (QR – Quick Response) is a two-dimensional barcode containing the details of the Recipient required for the transfer of funds, designed for its quick recognition by means of the camera on the Client's mobile device.

1. GENERAL PROVISIONS

1.1. These FPS Terms establish the procedure for providing the Service to the Client, the procedure for making the C2C/Me2Me/C2B Transactions, as well as determine the rights, obligations and responsibilities of the Parties arising in this regard.

1.2. For the purpose of introducing the Client to the FPS Terms and the information provided in the FPS Terms, the Bank shall post all the relevant information on the Bank's corporate website www.evrofinance.ru and/or post announcements at stands in the Bank's field offices serving Clients.

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

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

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

1.6. Relations between the Parties not regulated by these FPS Terms shall be governed by the legislation of the Russian Federation, regulatory documents of the Bank of Russia, and the agreements executed between the Parties.

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

2. TERMS OF SERVICE

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

2.1.1. debit the funds from his/her Account with the Bank by specifying the Recipient Identifier, provided that the Payee has activated the service of crediting by means of the Recipient Identifier;

2.1.2. debit the funds from his/her Account with the Bank by scanning a QR code, provided that the Client has connected the service of payment via the SBPay App (hereinafter referred to as Payment by QR Code (FPS));

2.1.3. allow payment via the SBPay App (in the interface "Settings – Transfers" of the EuroLink System (in the interface "Settings – Faster Payments System" when using the mobile version of the EuroLink System));

2.1.4. set the Bank as the "Default Bank", which will be automatically offered to the Sender for transfers to the Client's address under the FPS;²

2.1.5. receive funds in his/her Bank Account when the Sender designates his/her Registered Number as the Recipient Identifier, provided that the Client has activated the feature for crediting funds using the Recipient Identifier and that the Client has selected the Account from among his/her Accounts in the "Settings – Transfers" interface of the EuroLink System (in the interface "Settings – Faster Payments System" when using the mobile version of the EuroLink System).

The Client is notified and agrees that if the Client has activated the service of transferring funds by means of the Recipient Identifier and the Client's previously selected Transfer Crediting Account is closed or the bank card³ is invalid, the funds shall be transferred to the Account determined by the Bank at its sole discretion from among the Accounts until the Client selects the next Transfer Crediting Account from among his/her Accounts in the interface "Settings – Transfers" of the EuroLink System (in the interface "Settings – Faster Payments System" when using the mobile version of the EuroLink System);

2.1.6. authorize to debit the funds from his/her Account with the Bank upon requests from the Receiving Banks, provided that the Client activates this service and selects an Account from among his/her Accounts in the "Settings – Transfers" interface of the EuroLink System (in the "Settings – Faster Payments System" interface when using the mobile version of the EuroLink System);

² Available only for Russian phone numbers

³ The account corresponding to this bank card has been selected by the Client as the Transfer Crediting Account

2.1.7. configure the list of Receiving Banks allowing to debit the funds from his/her Account with the Bank at the request of the Receiving Banks without confirmation of additional consent.

The Client is notified and agrees that in case the specified list of Receiving Banks is not configured, confirmation of additional consent to debit the funds from his/her Account with the Bank at the request of Receiving Banks is performed by going to the mobile version of the EuroLink System via the link received in the SMS message.

2.1.8. request in the interface "Payments and Transfers" – "Request for Transfer from Another Bank (FPS)" a transfer of funds from his/her account with the Sending Bank for crediting to his/her Account with the Bank, provided that the Client has connected this service with the Sending Bank.

2.2. The Client hereby grants his/her consent to the use of his/her Registered Number as the Recipient Identifier when funds are credited to his/her Account with the Bank using the FPS from other users.

The Client acknowledges and agrees that if the Client's Registered Number is the same as the Registered Number of another Client, no transfer of funds to the Bank will be possible using such Registered Numbers as the Recipient Identifier.

2.3. The Client can change his/her Registered Number in accordance with the procedure stipulated in the RBS Terms.

3. TRANSACTION PROCEDURE

3.1. Procedure for the C2C Transactions.

3.1.1. The funds sent under the C2C Transaction may be transferred to the Client when the Sender uses the Client's Registered Number as the Recipient Identifier, provided the Bank participates in the respective C2C Transaction as the Recipient Bank and the Client designates the Account for receipt of funds sent using the Recipient Identifier in accordance with clause 2.1.5 of these FPS Terms.

3.1.2. The funds under the C2C Transaction may be transferred by the Client from the Account with the Bank on the basis of an Order (as defined in the RBS Terms, hereinafter referred to as the Order) generated in the EuroLink System. In such event, the Recipient Identifier is entered by the Client in the "Fast Transfer (FPS)" interface of the EuroLink System.

When the Client specifies the Recipient Identifier for the purposes of preparing an Order, the Order is prepared using the data provided by the Receiving Bank to the FPS OCC. Then the information received by the Bank from the FPS OCC are provided to the Client for verification (including, but not limited to: name of the Receiving Bank, first name, last name, patronymic (if any) of the Recipient (information may be provided in a partially masked form).

If the Client successfully verifies the information provided, the Client shall sign the Order and transmit it to the Bank according to the procedure stipulated in the RBS Terms.

3.1.3. Acceptance and execution of the Client's Order may be denied:

- in the absence of the Recipient's consent to credit the funds to its account using the Recipient Identifier;
- if there are any other restrictions imposed by the Receiving Bank on the Recipient's account;
- in case of detection of a C2C Transaction that corresponds to the signs of funds transfer without the Client's consent.

In this case, the notice of refusal to accept and execute the Order will simultaneously be the Bank's request for the Client's consent to perform a repeated C2C Transaction similar to the rejected one. The Client confirms the repeated C2C Transaction by contacting the Bank through

the Client Support Service. If the Client, after the Bank's Authentication procedure, confirms the repeated C2C Transaction, the Client shall again form a C2C Transaction similar to the rejected one, and the Bank shall execute it provided that there are no relevant restrictions by the Bank of Russia/the FPS OCC/Receiving Bank, as well as if the transaction does not contradict the legislation of the Russian Federation, agreements between the Parties.

3.2. Procedure for the Me2Me Transactions.

3.2.1. The funds under the Me2Me Transaction may be credited to the Client's Account when the Client makes a request for transfer of funds from his/her account with the Sending Bank in the EuroLink System (request for transfer from another bank (FPS)).

3.2.2. The funds under the Me2Me Transaction may be debited from the Client's Account with the Bank on the basis of a request from the Receiving Bank (hereinafter referred to as the Request) and when the Client makes settings in the EuroLink System in accordance with clause 2.1.6. of these the FPS Terms. At the same time, in order for the Bank to perform debiting without additional consent of the Client, it is necessary to configure settings in accordance with clause 2.1.7 of these FPS Terms.

The Client hereby consents (accepts) to the Bank's execution of Requests received during the term of the RBS Agreement in the full amount specified in the Request (the number of Requests is not limited). At the same time, the Bank shall debit the funds from the Account within the balance of funds available in the Account (subject to the commission fee in accordance with the Bank's Tariff Rates). The Client instructs the Bank to debit any funds credited to the Account in the amount specified in the Request and transfer the funds to his/her account with the Receiving Bank.

3.3. Procedure for the C2B Transactions.

3.3.1. The funds under the C2B Transaction can be transferred by the Client both by using the mobile version of the EuroLink System and the SBPay App.

3.3.2. When using the mobile version of the EuroLink System, the Client scans a QR code via a mobile device in the interface "Payment by QR Code (FPS)".

In this case, the funds under the C2B Transaction can be transferred by the Client from the Account with the Bank on the basis of the Order generated in the EuroLink System. When the Client scans the QR code for the purposes of drawing up the Order, the data provided to OSCC SBP shall be used after their transfer to OSCC SBP by the Receiving Bank. Then the information received by the Bank from the FPS OCC shall be provided by the Bank to the Client for verification (including but not limited to): name of the Receiving Bank, name of the Recipient, amount of payment, payment reference.

If the Client successfully verifies the information provided, the Client shall sign the Order and transmit it to the Bank according to the procedure stipulated in the RBS Terms.

3.3.3. In case of execution of the C2B Transaction via the SBPay App, the Client is notified and agrees that in order to execute such transaction the Bank verifies:

- a valid connection to the EuroLink System;
- a valid connection of the Account to the SBPay App (the Client shall install the SBPay App on the mobile device owned by the Client on his/her own initiative, as well as connect the Account and the Registered Number in the SBPay App in accordance with the rules established by the SBPay App);
- that there are no restrictions on making the debit transactions in the Account provided for by the legislation of the Russian Federation and the bank account agreement and/or demand deposit account agreement;
- sufficiency of funds in the Account.

After the Client has verified and signed the order generated by the FPS OCC in the SBPay App, if the result of the verifications is positive, the Bank shall transfer the funds from the Account.

3.3.4. The Client is notified and agrees that the use of the SBPay App is possible if the Operator/FPS OCC/Bank has a technical possibility for the Client to use the SBPay App.

3.4. The Client acknowledges and agrees that for the purposes of performing the C2C/Me2Me/C2B Transactions, information is exchanged via the FPS between the FPS OCC and the FPS Participants, to the extent provided by the legislation of the Russian Federation.

3.5. The Client instructs the Bank, for purposes of the C2C/Me2Me/C2B Transactions, to provide the Client's data to the Bank of Russia, FPS OCC, FPS Participants, Senders and Recipients as necessary to perform the C2C/Me2Me/C2B Transactions (including a verification of the Recipient's data by the Sender), as well as information on the transfer of funds and on the Bank's ability to complete the transfer of funds as part of the Service.

The data transmitted in accordance with this clause may include: first name, last name, patronymic (if any) of the Client; Client's Account number; Registered Number; information about the Client's identification document; taxpayer identification number and/or temporary/permanent registration/actual residence address of the Client. The scope and format of the data transmitted is defined in the FPS specifications.

For the purpose of using the Service, the Client grants his/her specific, substantive, informed, conscious and unambiguous consent to the processing of the Client's personal data as specified in this clause, with or without the use of automatic facilities, by the Bank and the respective persons to which the Client's personal data is transmitted for the purpose of processing. In this case, the Bank and the persons specified in this clause shall be entitled to perform the following operations (transactions) or a set of operations (transactions) related to the Client's personal data, where such operations are necessary or desirable in order to achieve the above goal: data collection, recording, systematization, accumulation, safekeeping, adjustment (update, modification), retrieval, use, transmission (submission and access), to the Bank of Russia, the FPS OCC, FPS Participants, Sender or Recipient in a Transaction, blocking, removal, destruction. The Bank processes personal data using (but not limited to) the following basic methods: safekeeping, recording in paper and electronic media and safekeeping of said media, listing.

A mixed processing of personal data will be effected – both without the use of means of automation and automated processing with transmission of the received information using the Internet Information and Telecommunication Network.

This consent to the processing of personal data shall be 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 the agreements concluded between the Client and the Bank. The Client may revoke this consent to the processing of personal data by a written application to the Bank, delivered in person or via the EuroLink System. The Client acknowledges and agrees that withdrawal of such consent may result in his/her inability to use the Service.

3.6. The Client acknowledges and agrees that settlements under the FPS are carried out in accordance with the Bank of Russia PS regulations, agreements between the Bank of Russia, the FPS OCC and the FPS Participants. The FPS may set limits on the number of unsuccessful attempts to set the "Default Bank" or perform other operations/actions, and in case of detection of a C2C/Me2Me/C2B Transaction that corresponds to the signs of funds transfer without the Client's consent, its execution may be denied, in which case the Client may request a repeated C2C/Me2Me/C2B Transaction similar to the rejected one in accordance with the procedure set forth in the RBS Terms and these FPS Terms.

4. LIABILITY OF THE PARTIES

4.1. RIGHTS AND OBLIGATIONS OF THE BANK

4.1.1. The Bank shall have the right to:

1) Unilaterally amend/adopt the FPS Terms in the manner prescribed by these FPS Terms;

2) Set and change limits on the C2C/Me2Me Transactions (their number, amount, etc.);

3) Unilaterally change the Tariff Rates, with a notice to the Client furnished at least 10 (ten) calendar days before the new Tariff Rates come into effect, by publishing the information in the manner stipulated in clauses 1.2-1.3 of these FPS Terms;

4) Reject the Client's Order, reject the Request and the Client's application for a transfer from other Sending Banks, if its fulfilment would violate the Russian legislation, the Bank of Russia regulatory documents, the FPS Terms, the Bank of Russia PS regulations, the RBS Terms or an agreement between the Parties determining the transaction performance procedure under the respective Accounts;

5) Refuse to carry out a C2C and/or Me2Me and/or C2B Transaction that meets the signs of funds transfer without the Client's consent;

6) Define the Accounts the Bank's fee will be debited from, for the transfer of funds services provided to the Client as part of the Service;

7) Suspend/terminate the use of the Service in whole or in part, if the respective restrictions are established by the Bank of Russia or the FPS OCC, and/or in case of technical inability to use the Service, as well as in other cases stipulated by the legislation of the Russian Federation or an agreement between the Parties.

4.1.2. The Bank shall:

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

2) Inform the Client about the C2C/Me2Me/C2B Transactions performed by the Client in accordance with the procedure and methods established by the RBS Terms and other agreements between the Parties;

3) Keep bank secrecy concerning the Client's C2C/Me2Me/C2B Transactions and the information about the Client, other than in cases stipulated by the legislation of the Russian Federation or agreed with the Client.

4.2. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.2.1. The Client shall:

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

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

3) In case of losing control over the Registered Number, immediately notify the Bank thereof;

4) Pay the remuneration for the use of the Service and reimburse the Bank's expenses in accordance with the Tariff Rates;

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

4.2.2. The Client shall have the right to:

1) Request information on the C2C/Me2Me/C2B Transactions performed from the Bank, following the procedure stipulated by the RBS Agreement and other agreements between the Parties;

2) At any time authorize/prohibit the receipt of funds to the Account using the Recipient Identifier and debiting of funds from the Account based on the Requests within the Service;

3) Define the Account to which funds will be credited using the Recipient Identifier within the Service;

4) Determine the Account from which funds are debited based on the Requests within the Service;

5) Establish a list of Receiving Banks whose Requests are executed by the Bank in automatic mode;

6) Use the Registered Number and Account in the SBPay App for the purpose of making the Payment by QR Code (FPS).

5. LIABILITY OF THE PARTIES

5.1. The Client is responsible for:

1) Accuracy and validity of the Registered Number and the Recipient's mobile phone number specified to the Bank when using the Service;

2) Accuracy and validity of his/her identification data and other data provided to the Bank;

3) Accuracy and validity of the list of the Receiving Banks whose Requests are automatically executed by the Bank;

4) The Use of the Registered Number and the Account in the SBPay App.

5.2. The Bank shall not be liable for:

1) Failure to perform, delayed or improper performance of the C2C/Me2Me/C2B Transactions as a result of the Client providing false and/or inaccurate information, the Client entering incorrect data, or for any malfunctions in the EuroLink System due to errors and inaccuracies made by the Client;

2) Full or partial failure to perform its obligations arising from the FPS Terms, if such failure was caused by force majeure circumstances, which is defined to include the resolutions by legislative, judicial and/or executive authorities of the Russian Federation, as well as the Bank of Russia, which render the Bank unable to meet its obligations; delays in payments due to the Bank of Russia fault; military activities, natural or other disasters occurring in areas officially recognized as being under the influence of the above circumstances;

3) Mistakes made by the Client when specifying the details for transfer of funds, including, but not limited to, specifying an incorrect Recipient Identifier or incorrect funds transfer amount. In this case, the Bank shall be deemed to have properly executed the Client's instruction for transfer of funds, and the Client shall settle all possible further claims and/or settlements directly with the Recipient;

4) Non-submission/incomplete submission to the Bank of the information required for the formation and execution of the Client's Order and settlement document in accordance with

the legislation of the Russian Federation, as well as information required for the formation and execution of transfer requests from other Sending Banks, for execution of the Client's order to transfer the funds via the SBPay App, as well as for the correctness of the information provided by the FPS OSCC;

5) Failures in the Service operation, lack of technical capability of the Client to use the Service, including faults in the operation of the FPS, the FPS OCC, or the Client's device, delays in the transaction processing due to the FPS OCC fault;

6) Consequences of the Client's violation of the requirements and provisions of these FPS Terms;

7) Failure to execute a C2C/Me2Me/C2B transaction corresponding to the signs of funds transfer without the Client's consent;

8) Consequences of execution of the Me2Me Transaction on the basis of a duly executed request of the Receiving Bank, recognized as correct and accepted by the Bank for execution;

9) For the payment details contained in the QR code;

10) For support of the operating system of the Client's mobile device, for the functioning of the mobile device and the SBPay App, for the security of information collected, stored and sent in connection with the use of the SBPay App, for the lack of possibility to perform transactions in the SBPay App, as well as for the confidentiality of information stored on the Client's mobile device;

11) For any losses incurred by the Client related to the use or impossibility to use the SBPay App, regardless of the reasons and grounds for liability, including losses that may be incurred by the Client as a result of refusal of a trade (service) organization to allow the Client to perform transactions using the SBPay App.

6. CHANGES IN THE FPS TERMS

6.1. The Bank may change the FPS Terms by introducing amendments and/or additions to the FPS Terms, including by approving a new version of the FPS Terms following the procedure stipulated in this section of the FPS Terms.

6.2. Amendments and/or additions to the FPS Terms introduced by the Bank shall come into force upon expiration of 5 (five) calendar days after said amendments and/or additions are published by the Bank or come into effect, if such date is specified in the published information, but in any case not earlier than 5 (five) calendar days from the publication date.

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

6.3. If the Client does not accept the amendments and/or additions to the FPS Terms, or the provisions in the new edition of the FPS Terms, the Client shall be entitled to terminate RBS Agreement in the manner stipulated by the RBS Terms.

6.4. The Bank shall not be held liable if the Client fails to receive and/or review and/or properly interpret any information about amendments and/or additions to the FPS Terms published in compliance with the time limits and following the procedure stipulated by the FPS Terms.

6.5. Upon their coming into effect, any amendments and/or additions to the FPS Terms shall equally apply to all persons who have accepted the FPS Terms, including those who accepted the FPS Terms prior to the effective date of amendments and/or additions.

