

**Evrofinance Mosnarbank**

**APPROVED**  
**Bank Board Meeting Protocol**  
**dated 16.07.2020 No. 35**

**TERMS OF PROVIDING A FUNDS TRANSFER SERVICE USING A MOBILE  
PHONE NUMBER AS THE RECIPIENT'S IDENTIFIER WITHIN THE FASTER  
PAYMENTS SYSTEM**

**Moscow**  
**2020**

## 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.

**The 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 Transaction.

**Receiving Bank** is a banking institution (including the Bank), a Participant of the Faster Payments System, whose client is the Recipient in the 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 (belonging to a Russian mobile wireless telephony operator) 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.

**The 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 FPS OCC)** is NSPK JSC.

**Transaction** is a transaction involving transfer of funds in rubles using the FPS.

**Sender** is an individual (including the Client), whose account the funds are debited from under the Transaction.

**The Recipient** is an individual (including the Client), whose account the funds are credited to under the Transaction.

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

**The Service** is an opportunity provided by the Bank to the Client to make transactions for the benefit of individuals through the EuroLink System, and to receive funds to the Client's Account through the FPS using the Recipient Identifier.

**The 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.

**Customer Support Service** is a department of the Bank providing information support to Clients when contacting the Bank by phone.

**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 and/or term deposit 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 governing provision of a funds transfer service using a mobile phone number as the recipient's identifier within 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.

A **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.

## 1. GENERAL PROVISIONS

**1.1.** These FPS Terms describe the procedure for providing the Service to the Client and determine the rights, responsibilities and liabilities of the Parties arising from the use of the Service.

**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](http://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 5* of these FPS Terms.

**1.6.** Relations between the Parties not regulated by these FPS Terms shall be governed by the current 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 PROVISION AND PROCEDURE FOR PERFORMING TRANSACTIONS

**2.1.** As part of the Service, the Bank provides the following opportunities to the Client:

**2.1.1.** perform Transactions via the EuroLink System, including its mobile version, using the Recipient Identifier;

**2.1.2.** set up the Bank as the "Default Bank" via the EuroLink system, including its mobile version, which will be automatically offered to the Sender on incoming transfers to the Client via the FPS;

**2.1.3.** 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.

**2.2.** In order to use the features stipulated in Clause 2.1 of the FPS Terms, the Client must be signed up for the Service.

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).

**2.3.** When making a Transaction involving transfer of funds to the Recipient, the transfer speed may depend on the Receiving Bank.

**2.4.** The Client hereby grants his/her consent to the use of his/her Registered Number (belonging to a Russian mobile wireless telephony operator) as the Client’s Recipient Identifier when funds are received by the Bank using the FPS.

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.

**2.5.** The registered number is used as the Recipient Identifier of the Client by other FPS users for transfer of funds to the Client’s account in the Bank (if such technical opportunity exists).

The funds sent under the 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 Transaction as the Recipient Bank and the Client designates the Account for receipt of funds sent using the Recipient Identifier in accordance with clause 2.1.3 of these FPS Terms.

**2.6.** In order for the Client to perform the Transactions, the Bank (if technically possible) shall provide the Client with an opportunity to use the Recipient Identifier for the purposes of preparing a Payment Order in the EuroLink System (as defined in the RBS Terms, hereinafter the “Order”). The Recipient Identifier is entered by the Client in the “Fast Transfer (FPS)” interface of the EuroLink System.

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

Transfer of funds via FPS is made between the Client’s Account and an account opened with a third party Recipient Bank.

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. Availability/absence of Recipient’s consent to the transfer of funds to his/her Account using the Recipient Identifier shall be established by the Receiving Bank. If the Receiving Bank does not confirm the existence of said consent, or if there are other restrictions established by the Receiving Bank on the Recipient’s account, the FPS OCC shall inform the Bank about its inability to perform that Transaction, and the Bank shall reject the Client’s Order.

Upon receiving information from the FPS OCC, the Bank shall provide information to the Sender 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.

**2.7.** The Client shall authorize the Bank to provide the Client's data to the Bank of Russia, FPS OCC, FPS Participants, Senders and Recipients as necessary to perform the Transactions, if the Client is the Recipient (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 Paragraph 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 consent to the processing of the Client's personal data as specified in this Paragraph, with or without the use of automatic facilities, by the Bank and the respective persons to which the Client's personal data is transmitted for the purpose of processing. In this case, the Bank and the persons specified in this Paragraph 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 goals: data collection, recording, systematization, accumulation, safekeeping, adjustment (update, modification), retrieval, use, transmission (submission and access), to the Bank of Russia, FPS OCC, FPS Participants, Sender or Recipient in a Transaction, depersonalization, 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 and marking. This consent to the processing of personal data is valid for ten years. Once this term expires, the consent shall be deemed renewed for following five-year periods unless it is withdrawn. 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.

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

**2.9.** The Client acknowledges and agrees that the provision of the Service by the Bank to the Client is subject to technical capability. The Bank shall not be liable for lack of technical capability of the Client to use the Service, including faults in the operation of the FPS, FPS OCC, or the Client's devices;

**2.10.** 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. FPS can have other restrictions on the number of failed attempts to set the "Default Bank" or perform other transactions/actions.

### **3. LIABILITY OF THE PARTIES**

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

**3.1.1.** 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 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 Paragraphs 1.2-1.3 of these FPS Terms;

4) Reject the Client's Order requesting a Transaction to be performed, if its performance would violate the Russian legislation, Bank of Russia regulatory documents, FPS Terms, Bank of Russia PS regulations, RBS Terms or an agreement between the Parties determining the transaction performance procedure under the respective Accounts;

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

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

**3.1.2.** 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 Transactions performed by the Client in accordance with the procedure and methods established by the RBS Terms and other agreements between the Parties;

3) To keep bank secrecy concerning the Client's Transactions and the information about the Client, other than in cases stipulated by the Legislation or agreed with the Client.

**3.2. RIGHTS AND OBLIGATIONS OF THE CLIENT**

**3.2.1.** The Client shall:

1) Perform the Transactions in accordance with the FPS Terms, RBS Terms, the current Legislation, and agreements between the Parties;

2) To provide the Bank with reliable and up-to-date information for performing the Transactions;

3) In case of losing control over the Registered Number, the Client undertakes to 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) The Client shall check the information published by the Bank at least once every 10 (ten) calendar days in accordance with *paragraphs 1.2, 1.3* of the FPS Terms.

**3.2.2.** The Client shall be entitled to:

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

2) Allow/disallow receipt of funds in the Accounts using the Recipient Identifier within the Service at any time;

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

**4. LIABILITY OF THE PARTIES**

**4.1.** 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.

**4.2.** The Bank shall not be liable for:

1) Failure to perform, delayed or improper performance of the 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) The FPS OCC failing to submit/present to the Bank all of the information required for preparing and executing the Client's Order and settlement document in accordance with the legislation of the Russian Federation, as well as for the accuracy of the information submitted by FPS OCC;

5) Failures in the Service operation, lack of technical capability of the Client to use the Service, including faults in the operation of FPS, 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.

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

**5.1.** 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.

**5.2.** Amendments and/or additions to the FPS Terms introduced by the Bank shall come into force upon expiration of 10 (ten) 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 10 (ten) 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.

**5.3.** 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.

**5.4.** 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.

**5.5.** 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.