

**Evrofinance Mosnarbank**

**APPROVED**

**Minutes of the Meeting of the Bank's Board  
No.42 dated 14.08.2025**

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

**Moscow  
2025**

## 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.

**Database** is database of the Bank of Russia with cases and attempts of funds transfers without the Client's voluntary consent which contains the data related to the Client and/or their electronic payment instrument, including data of the federal executive body in the area of internal affairs on committed unlawful actions obtained in accordance with the legislation of the Russian Federation.

**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/C2G Transaction.

**GIS GMP** is government information system of government and municipal payments.

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

**Application on affiliation to the RBS Terms** is a written expression of the Client's will to accede to the RBS Contract.

**Registered Number** is a mobile phone number specified by the Client in the Application on affiliation to the RBS Terms or Application for Change of Mobile Phone Number for the purposes of the RBS Contract.

**Recipient Identifier** is a mobile phone number (including the country code)<sup>1</sup> 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 Contract 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.

**FPS Transaction** is a funds transfer transaction in rubles, performed via the FPS

**C2C Transaction** is a FPS transaction with indication of the Recipient Identifier.

**Me2Me Transaction** is a FPS transaction at the request of the Receiving Bank.

**C2B Transaction** is a FPS transaction, including at the request of a Recipient, 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, including in the form of a code.

**C2G Transaction** is a FPS transaction with the purpose of payments to the budget system of the Russian Federation to the treasury single account in favor of treasury payments system participants. Transfer details are communicated by the the Recipient of funds to the payer in electronic form and can be presented, including in the form of a code or a payment link.

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<sup>1</sup> Country codes allowed for use of the FPS are determined by the **FPS OCC**.

**Sender** is an individual (including the Client), whose account the funds are debited from under the FPS 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 or legal entity, that is a treasury payments system participant, and to whose account the funds are transferred under the C2G Transaction.

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

**NSPK JSK Loyalty program** is a set of marketing activities carried out by the NSPK JSK and designed to develop sales and attract new target audience. These activities are financed at the expenses of merchants — parties to the NSPK JSK Loyalty program.

**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, C2G Transactions, 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 UIN/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 Contract, 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](http://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 bank account 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.

**UIN** is a unique identifier of charges, information about which is provided in GIS GMP.

**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 rendered to physical entities by means of 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.

**Actual payer** is an individual, legal entity, individual entrepreneur or individual engaged in private practice as established by the legislation of the Russian Federation, whose obligation to make payments to the budget system of the Russian Federation is performed by the Sender under the C2G Transaction.

**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 FPS 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](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 RBS Contract 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.

**1.8.** The Client has been notified that participation in the NSPK JSK Loyalty program may be possible if the Bank has entered into necessary agreements in order to acquire status of a participant of the relevant NSPK JSK Loyalty program and that allow the Client to be a the NSPK JSK Loyalty program participant, as well as if the Bank has a technical possibility to exercise rights and obligations of a NSPK JSK Loyalty program participant.

The Bank does not provide any assistance to the Client in relation to their queries (oral, written) as part of the participation of the Parties in the corresponding NSPK JSK Loyalty program, in particular, when the Client adheres to the NSPK JSK Loyalty program policy (enrollment/termination of participation in a loyalty program). Also the Bank does not consult and inform the Client in relation to the NSPK JSK Loyalty program policy and its procedure, the Client does not have a right to raise any claims in respect thereof.

The Client agrees that the Bank provides to subjects of the corresponding NSPK JSK Loyalty program information on purchase of goods transactions conducted via the FPS as part of promotional action provided for by the corresponding NSPK JSK Loyalty program.

## 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 Recipient has activated the service of crediting by means of the Recipient Identifier;

**2.1.2** debit funds from his/her Account with the Bank to the treasury single account in favor of treasury payments system participants, including for the Actual payer by indicating the

UIN, scanning a QR code, that contains the UIN, by payment link, that contains transfer details (including UIN).

**2.1.3.** debit the funds from his/her Account with the Bank by scanning a QR code, both in the mobile version of the EuroLink System, (in the interface “Operations – Payment for QR code (FPS)”) and in the SBPay App (provided that the Client has connected the service of payment via the SBPay App) (hereinafter referred to as Payment by QR Code (FPS));

**2.1.4.** 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));

**2.1.5.** 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;<sup>2</sup>

**2.1.6.** receive funds in his/her Bank Account when the Sender indicates his/her 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 interface “Settings – Transfers” 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 card<sup>3</sup> 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);

**2.1.7.** 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 interface "Settings – Transfers" of the EuroLink System (in the interface "Settings – Faster Payments System" when using the mobile version of the EuroLink System);

**2.1.8.** 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.

**2.1.9.** request in the interface "Payments and Transfers – Transfers – Interbank transfer request (FPS)" of the EuroLink System (in the interface “Operations –Interbank Transfer Request” when using the mobile version of the EuroLink System) 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;

**2.1.10.** Create/modify/delete subscriptions to recurring payment using a QR code in the mobile version of the EuroLink System;

**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 of the FPS.

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<sup>2</sup> Available only for Russian phone numbers

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

The Client is notified 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**

The acceptance and execution of the Orders (as they are defined in the RBS Terms, hereinafter referred to as the Order) is done within timeframe and in accordance with the procedure stipulated by the legislation of the Russian Federation, the RBS Terms and the FPS Terms.

The Client has been informed and agrees that the Bank shall refuse to accept and execute the Order if the Bank discovers a C2C/Me2Me/C2B Transaction corresponding to the signs of funds transfer without the Client's voluntary consent.

In that case notification of refusal to accept and execute the Order will simultaneously serve as informing on a possibility of the Client to conduct, within timeframe stipulated in the legislation of the Russian Federation, a Repeated C2C/Me2Me/C2B Transaction containing the same account details of the recipient (payer) and same amount of transfer (hereinafter the Repeated transaction).

The above-mentioned notification on refusal to accept and execute the Order shall be sent by the Bank in accordance with the procedure established by the RBS Terms.

The Client confirms the execution of the Repeated transaction by contacting the Bank through Client Support Service on Business days of the Bank as they are defined in the RBS Terms. If the Client confirms the execution after the Bank's Authentication procedure, the Client shall form the Repeated Transaction and the Bank shall execute it provided the Bank does not have information from the Bank of Russia from the Database, 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.

If the Bank receives information from the Bank of Russia contained in the Database when conducting the Repeated transaction, the Bank shall refuse to execute the Repeated transaction of the Client.

The Bank shall immediately notify the Client in accordance with the procedure stipulated in the RBS Terms about refusal to execute the Repeated transaction sending the message to the Client and specifying the reason of refusal, as well as shall notify about the possibility of conduction by the Client of the subsequent Repeated transaction.

The Client has the right to conduct the subsequent Repeated transaction in the course of 1 (one) calendar day, following the day of expiry of the term, defined in the legislation of the Russian Federation, for conduction of the subsequent Repeated transaction.

If the Client conducts the subsequent Repeated transaction, the Bank is obliged to execute it, provided there are no reasons, established in the legislation of the Russian Federation, not to conduct the subsequent Repeated transaction,

Recommendations on reducing the risks of re-transfer of funds without the Client's voluntary consent are provided in the RBS Terms.

#### **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 Receiving Bank and the Client designates the Account for receipt of funds sent using the Recipient Identifier in accordance with clause 2.1.6 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 generated in the EuroLink System. In such event, the Recipient Identifier is entered by the Client in the "FPS transfer" interface of the EuroLink System.

When the Client specifies the Recipient Identifier for the purposes of preparing an Order, for the purposes of drawing up the Order, the data provided to FPS OCC shall be used after their transfer to FPS OCC by the Receiving Bank. 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.

## **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 (Interbank transfer request (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 configures settings in the EuroLink System in accordance with clause 2.1.7. of 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 2.1.8 of these FPS Terms.

The Client hereby consents (accepts) to the Bank's execution of Requests received during the term of the RBS Contract 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.** The funds under the C2B Transaction can be debited from the Client's Account with the Bank on the basis of the Recipient's Request (hereinafter referred to as Recipient's Request)

when the Client creates in the mobile version of the EuroLink System subscription (on the Recipient's terms) to the recurring payment service using a QR code.

The Client hereby consents (accepts) to the Bank's execution of Recipient's Requests received during the term of the RBS Contract in the full amount specified in the Recipient Request (the number of Recipient's 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 Recipient's Request and transfer the funds to Recipient.

**3.3.3.** When using the mobile version of the EuroLink System, the Client scans a QR code via a mobile device in the interface "Payment for 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 FPS OCC shall be used after their transfer to FPS OCC 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 purpose.

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.

**3.3.4.** 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 "on 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.

**3.3.5.** 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. Procedure for the C2G Transactions**

**3.4.1.** The C2G Transaction is conducted on the basis of the orders, generated with the use of data from the GIS GMP if there are charges with the UIN in the GIS GMP or on the basis of orders, transfer details thereof are received with the use of a payment link without request of the UIN in the GIS GMP. To conduct the C2G Transaction a payment link FPS C2G is registered in the FPS OCC by the Federal Treasury or an organization authorized to register and may be formed by the Client to pay in the portal of government and municipal services, on the official websites on the Internet of treasury payments system participants, when rendering services, executing work and selling goods by the treasury payments system participants (hereinafter referred to as Public services websites).

When conducting the C2G Transaction with the data from the GIS GMP and available charges with the UIN in the GIS GMP. The Client manually enter the UIN or other identifiers of



the Client's data (passport number, SNILS (Individual insurance account number) and more) for the subsequent search for relevant payment bill in the GIS GMP (hereinafter referred to as the Charge) in the interface "Payments and transfers – Payments – Taxes/Traffic Fines/Other State Fees" of the EuroLink System.

When using the mobile version of the EuroLink System the Charge can be searched by manually entering the UIN in the interface "Operations – Payments – Taxes/Traffic Fines/Other State Fees" or by scanning QR code.

Using the UIN, specified by the Client for forming the Order, the Bank makes a request of the Charge details in GIS GMP. Charge details, received by the Bank from GIS GMP, are provided by the Bank to the Client for verification in unaltered form (including but not limited to): name of the Recipient, payment details of the Recipient (if any), payment purpose, UIN, date and amount of charge, name or the full name of the Sender/Actual payer, INN/KPP (Taxpayer Identification Number/ Tax Registration Reason Code respectively) of the Sender/Actual payer, as well as information on discounts upon Charge payment and its period of validity (if available).

After the Client successively verifies provided details, the Client shall sign the Order and transmit it to the Bank according to the procedure stipulated in the RBS Terms.

When conducting the C2G Transaction with the use of a payment link, that contains transfer details (including the UIN):

- when using the mobile version of the EuroLink System; the Client clicks on a payment link on his device, chooses the Bank and then is transferred to the mobile version of the EuroLink System, verifies the order details, chooses an account for payment, signs and sends the Order to the Bank in accordance with the procedure stipulated in the RBS Terms;
- when using the EuroLink System: when making a payment on the Public services websites and choosing a Bank for payment, an identifier of a payment link FPC C2G, using which the Client in the interface "Payments and transfers – State payment (FPS) chooses an account for payment, verifies the order details, signs it and sends the Order to the Bank in accordance with the procedure stipulated in the RBS Terms.

**3.5.** The Client is notified and agrees that for the purposes of performing the FPS Transactions, information is exchanged via the FPS between the FPS OCC/GIS GMP and the FPS Participants, to the extent provided by the legislation of the Russian Federation.

**3.6.** The Client instructs the Bank, for purposes of the FPS Transactions, to provide the Client's data to the Bank of Russia, FPS OCC, FPS Participants, Senders and Recipients as necessary to perform the FPS Transactions (including for 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 (transactions) 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, GIS GMP (in order to notify about acceptance of the Order for execution), 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 is notified and agrees that withdrawal of such consent may result in his/her inability to use the Service.

**3.7.** The Client is notified 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 voluntary consent, its execution is denied, in which case the Client may request a Repeated transaction similar to the rejected one in accordance with the procedure set forth in the RBS Terms and these FPS Terms.

## **4. CLAIM PROCEDURE AND SETTLEMENT OF DISPUTES**

**4.1.** In the event of any objections to the FPS Transactions, the Client has the right to submit a statement (claim) on objection to the conducted FPS Transaction to the Bank.

This statement (claim) shall be submitted by the Client to the Bank no later than 1 (one) calendar day from the day of reception from the Bank of a notification about the conducted FPS Transaction, with which the Client disagrees, in writing appearing in person in the Bank, by fax +7 (495) 967-81-33 or by sending its scan to the e-mail: [info@evrofinance.ru](mailto:info@evrofinance.ru).

This statement (claim) of the Client shall detail all circumstances of the disputed FPS Transaction, as well as all information that has become known to the Client about this FPS Transaction. The Bank shall reserve the right to transfer the received information to the FPS OCC and/or the Bank of Russia and/or russian and/or foreign authorized bodies/organisations to carry out necessary investigation.

**4.2.** Along with the statement (claim), specified in the clause 4.1 of these FPS Terms, the Client, no later than 14 calendar days from the day of submitting this statement (claim) is obliged to provide the Bank with following documents:

1) A copy of order on initiation/refusal to initiate criminal proceedings on conducted respective unauthorized (conducted without the Client's voluntary consent) FPS Transaction and/or a copy of extract from KUSP (book of incident reports) received by the Client from law enforcement.

In case the Client became aware of the unauthorized FPS Transaction, conducted outside the Russian Federation, the Client shall provide similar documents issued by competent authorities of foreign countries in accordance with their applicable legislation.

2) Documents, which were generated when conducting the respective FPS Transaction, as well as other documents confirming the validity of the arguments stated in the statement (claim) – if exist.

**4.3.** Unless otherwise provided for by the applicable legislation of the Russian Federation, the Bank shall reserve the right to refuse to refund the Client for the amount of the Disputed FPS Transaction in the event that documents, specified in sub-clause 1 of clause 4.2 of these FPS Terms, were not provided.

**4.4.** In exceptional cases when the Bank recognizes due to circumstances related to the Client's personality a valid reason for missing the deadline, specified in the clause 4.1 of these Terms, a written statement (claim) on objection to the conducted FPS Transaction may be considered by the Bank, provided that the Client has submitted to the Bank a request to block access to the System no later than the next business day from the date of the respective FPS Transaction, in accordance with the RBS Terms, and the statement (claim) is submitted in person to the Bank no later than 14 (fourteen) days from the moment when access to the System has been blocked at the request of the Client.

**4.5.** In all cases when unauthorized (without the Client's voluntary consent) FPS Transactions were conducted, the Client is obliged to report to law enforcement. Consideration by the Bank of a statement (claim) of the Client on the conducted unauthorized FPS Transaction, subject to consideration, does not exclude the necessity to report to law enforcement on the fact of such unauthorized (conducted without the Client's voluntary consent) FPS Transaction.

**4.6.** The Bank shall consider the statement (claim) of the Client and take steps to investigate the validity of the claim of the Client, including by involving other FPS participants, engaged in executing the respective FPS Transaction.

**4.7.** The Bank shall consider the statement (claim) of the Client, as well as provide the Client with the opportunity to receive information on the results of its consideration, including in writing at the request of the Client within 30 (thirty) calendar days from the day of receipt of the statement (claim) and within 60 (sixty) calendar days from the day of receipt of the statement (claim) in case of cross-border transfer of funds in relation to the respective FPS Transaction by personal application to the Bank/by sending it to Client's registered address/via the System.

**4.8.** If the Bank determines that the statement (claim) submitted by the Client is groundless, the Client shall be obliged to reimburse the Bank for the reasonable, actually incurred expenses in relation with the investigation of the claim, if such expenses are incurred.

**4.9.** The Bank shall refund to the Client for amount of the disputed FPS Transaction after receiving from the other FPS participant via the FPS of the amount of the disputed FPS Transaction, except in cases, provided for by the applicable legislation of the Russian Federation.

**4.10.** The Bank shall not consider the statement (claim) of the Client related to charging to the account (refunding, withholding) of the amount of the Client's benefits, arising as part of the respective NSPK JSK Loyalty program, in particular bonuses, points, other units, monetary benefits, in-kind benefits and other benefits under the FPS Transactions as part of the Client's participation in the NSPK JSK Loyalty program, as well as charging of other rewards in accordance with the NSPK JSK Loyalty program.

**4.11.** The Bank and the Client acknowledge that the corresponding protocols of mail servers and/or other data from the databases recording sending of each notification with its content, generated on paper, signed by the Bank's authorized person and sealed, records of telephone conversations between the Parties are sufficient evidence of the corresponding fact and may be submitted as appropriate evidence to the court in the event of a dispute, as well as in the event of pre-trial dispute resolution.

## 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 5.1. RIGHTS AND OBLIGATIONS OF THE BANK

#### 5.1.1. 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 to execute the Client's Order, reject the Request, the Recipient's Requests and the Client's request 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 voluntary 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.

#### 5.1.2. 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 FPS 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 FPS Transactions and the information about the Client, other than in cases stipulated by the legislation of the Russian Federation or agreed with the Client.

### 5.2. RIGHTS AND OBLIGATIONS OF THE CLIENT

#### 5.2.1. 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;

6) Immediately notify the Bank about sending the Order under influence of fraud or by breach of trust.

**5.2.2.** The Client shall have the right to:

- 1) Receive information on the FPS Transactions performed from the Bank, following the procedure stipulated by the RBS Contract 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 and(or) Recipient's Requests within the Service;
- 5) Establish a list of Receiving Banks whose Requests are executed by the Bank in automatic mode;
- 6) Create/modify/delete subscriptions (on the Recipient's terms) to the recurring payment service using a QR code, in accordance with which the Bank automatically executes the Recipient's Requests;
- 7) Use the Registered Number and Account in the SBPay App for the purpose of making the Payment by QR Code (FPS);
- 8) Conduct C2G Transactions on own behalf and on behalf of the Actual payer, whose legal or authorized representative the Client is as well as whose obligations the Client fulfills if it is stipulated in the legislation of the Russian Federation.

## **6. LIABILITY OF THE PARTIES**

**6.1.** 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 correctness and relevance of subscriptions to the recurring payment service using a QR code created in the mobile version of the EuroLink System, in accordance with which the Bank automatically executes the Recipient's Requests;
- 5) The Use of the Registered Number and the Account in the SBPay App.

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

- 1) Failure to perform, delayed or improper performance of the FPS 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 UIN/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 FPS OCC/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 OCC;

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 (including the Repeated transaction) corresponding to the signs of funds transfer without the Client's voluntary 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) Consequences of execution of the C2B Transaction on the basis of a duly executed Recipient's Requests, recognized as correct and accepted by the Bank for execution;

10) For the payment details contained in the QR code/received by the Bank from GIS GMP;

11) 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;

12) 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.

**6.3.** The Client assumes the risk of losses for all transactions, conducted via the FPS, in accordance with these Terms, including those related to the return of cashback, arising from the Client's participation in the NSPK JSK Loyalty program.

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

**7.1.** 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.

**7.2.** 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.

**7.3.** 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 Contract in the manner stipulated by the RBS Terms.

**7.4.** 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.

**7.5.** 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.