



## TERMS AND CONDITIONS OF PAYMENT ACCOUNT

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## TERMS AND CONDITIONS OF PAYMENT ACCOUNT

### PART I ACCOUNT

#### **1. Account opening**

- 1.1. Account opening procedure is subject to CardPay's requirements. CardPay may vary the requirements at any time and from time to time at its sole absolute discretion. CardPay informs on the requirements and changes (if any) before and during the onboarding process.
- 1.2. CardPay opens non-interest bearing multi-currency Account for Customer. However, CardPay may restrict Account to some particular currencies or not allow usage of some particular currencies.
- 1.3. Account shall be deemed open when CardPay issues a relevant Account opening confirmation.
- 1.4. CardPay considers the application for Account opening and supporting documents and information, and made a decision within a time frame that CardPay at its absolute decision sets forth in every particular case.
- 1.5. CardPay may reject Account opening. CardPay shall not be obliged to provide reasons for the rejection. CardPay informs a prospective Customer that its application for Account opening was rejected.

#### **2. Dormant Account**

- 2.1. CardPay may consider Account to be dormant if no transactions are performed by Customer for 4 (four) continuous months or for any other period of time determined by CardPay at its absolute discretion.
- 2.2. Once account is considered dormant, Customer may either opt to reactivate Account or close it.
- 2.3. CardPay may close a dormant Account at any time and without notifying Customer.
- 2.4. CardPay may impose special fees on dormant Account at its absolute discretion.

#### **3. Account closing**

- 3.1. Unless stated otherwise by the applicable law, either CardPay or Customer may initiate the closing of Account at any time, without explaining reasons for it.
- 3.2. Account shall be closed within 10 (ten) Business Days following the receipt of a respective Customer's notification. Account shall not be closed in case Account is needed for the execution of other transactions concluded with Customer or Account's balance is negative.
- 3.3. Notwithstanding the closure of Account, Customer's obligations under TaC will continue and all outstanding balances on Account will become payable at once. If Account is closed by CardPay and if Customer still owes any money to CardPay, TaC shall continue to apply to Customer until CardPay has received and acknowledged receipt of all monies due and payable to CardPay.
- 3.4. CardPay shall close Account and transfer a remaining Account balance (if any) according to the payment order

of Customer.

- 3.5. In case Account is being closed by CardPay or Customer has not stated any other account where the balance is to be transferred, CardPay shall keep the balance without any interest being accrued on the same and subject to fees for keeping the balance. The balance shall be paid out at Customer's request pursuant to TaC and applicable fees. Before paying out the remaining balance, CardPay shall identify Customer.
- 3.6. CardPay is entitled to close Account unilaterally in the following cases:
  - Customer has failed to comply with TaC and/or fulfil its obligations towards CardPay;
  - Customer has submitted incorrect and/or false and/or misleading information/documents to CardPay;
  - Customer has not executed any transactions on Account for more than 12 continuous months or for other period of time determined by CardPay at its absolute discretion and Account balance is zero or negative;
  - Signatory right of Customer's representative has expired;
  - CardPay receives information of Customer's negative reputation or Customer shows disrespect towards CardPay.
  - CardPay suspects that Customer or funds available on Account are related to the laundering of proceeds derived from criminal activities or terrorism, or funds available on Account are unlawful.
- 3.7. Once Account is closed for any reason, all electronic services linked to Account will also be terminated automatically.
- 3.8. Documents and information received by CardPay for Account opening and during the business relations between CardPay and Customer will not be returned to Customer.

#### **4. Account transactions and statement**

- 4.1. CardPay informs Customer on transactions on Account by means of Account statements.
- 4.2. Account statements are available online 24/7 in Internet-Banking and reflect performed transactions. CardPay may set forth a period of Account statement available in Internet-Banking; Account statement for any other period beyond that predefined period can be provided upon Customer's request.
- 4.3. It shall be deemed that Customer was notified duly and immediately on any transaction on Account once a respective transaction was reflected in Account statement regardless of the actual time when Customer gets acquainted with Account statement.
- 4.4. Customer may receive Account statement in other way agreed upon with CardPay in advance and subject to a commission to CardPay.
- 4.5. Customer shall regularly monitor transactions booked on Account and check whether they correspond to those actually performed at least once a month.
- 4.6. Account statement shall be deemed as a primary evidence of the transactions performed by Customer and/or CardPay on Customer's Account. Account statement shall be deemed as a sufficient ground to ascertain a respective fact.
- 4.7. It shall be deemed that Customer has agreed with Account statement and such statement shall be considered as a correct, complete and approved by Customer, if (what happens first): (i) Customer did not provide objections within 10 (ten) calendar days from the receipt of Account statement or (ii) within 30 (thirty) calendar days from the day of a particular transaction / entry into Account statement. For the purpose of this clause and in order to avoid any misunderstanding it shall be deemed that Customer receives Account statement every time when Customer/User logs in Internet-Banking and such Account statement is received for the period from Account opening date up to the closing of a current session in Internet-Banking (day and time).
- 4.8. Should Customer identify discrepancies between the transactions booked to Account and those actually performed, or the transactions are not authorized by Customer, Customer shall immediately, but not later than within 30 (thirty) calendar days after the date the transaction has been booked to Account (or the date the transaction was supposed to be booked to Account), subject to the approval of Account Statement by Customer as stated herein above, notify CardPay accordingly by submitting a claim to CardPay.



- 4.9. To enhance security of the funds held in Account, Customer shall be entitled to apply for limits on the transactions in Account to be set or to request Account activity to be temporarily blocked, by submitting a respective application to CardPay.
- 4.10. CardPay may request Customer to provide a special confirmation of a particular transaction on Account. CardPay shall be entitled not to execute such transaction until the confirmation, which meets CardPay's requirements, is received by CardPay. This being the case, CardPay shall not be liable for losses or additional expenses that might be incurred by Customer due to delayed execution of Transaction or not execution of Transaction. By submitting the special confirmation of the transaction to CardPay, Customer waives its right of lodging any claim with regard to this transaction and requesting reimbursement for losses.
- 4.11. It shall be deemed (with no exception and limitations) that the log-in into Internet-Banking and correct application (as recorded by CardPay) of the remote Account management parameters and tools is sufficient proof that a transaction was duly authorised by Customer regardless a person who actually used and applied the remote Account management tools and parameters.

## **TERMS AND CONDITIONS OF PAYMENT ACCOUNT**

### **PART II**

#### **REMOTE ACCOUNT MANAGEMENT**

5. The remote Account management represents the set of procedures, data transfer channels (e.g. the Internet), technical tools (e.g. a DigiPass) and parameters (e.g. a username, password) determined by CardPay.
6. The remote Account management provides Customer a possibility to access and manage Account, including, but not limited to the following actions:
  - Perform transactions on Account, inter alia, make payments, exchange currencies, etc.;
  - Communicate with CardPay;
  - Send instructions, documents and information to CardPay;
  - Receive information on transactions on Account, as well as instructions, requests and other information and documents from CardPay;
  - Open other Account, close Account and enter into agreements with CardPay;
  - Perform any other activity supported and permitted by the particular remote Account management system.
7. Services and functionalities available within the particular remote Account management system are determined exclusively by CardPay.
8. CardPay at its sole discretion and at any time may change services and functionalities available within the particular remote Account management system, and, inter alia, to add and remove any service and functionality, make any change and supplement to any service and functionality, as well as suspend and restrict any service and functionality.
9. In some cases, additionally to any information and document submitted by Customer via the remote Account management, CardPay may require and Customer shall deliver a hard copy of such information and document as well.
- 10. Legal power of remote Account management**
- 10.1. Any information and document submitted or provided by CardPay by means of the remote Account management is considered as a duly delivered to and received by Customer at the time when such information or document was made available within the remote Account management system, regardless the actual day and time when Customer accessed such information or document.
- 10.2. Customer is responsible for regular checking (and at least once in ten days) the remote Account management system in order to access available information and documents in time and minimize the risk of non-observance of any possible deadline.

10.3. Information and documents of whatever nature submitted, provided or exchanged via the remote Account management system are legally binding upon Customer and CardPay, and such information and document are legally equal to a document signed by hand.

10.4. Any information and document, including instructions, orders, etc., submitted to CardPay by means of the remote Account management shall be deemed confirmed and signed by Customer and shall be of the same legal power as those that have been signed by hand.

#### **11. Devices and User's manual**

11.1. For the safe, secure and the most efficient usage of the remote Account management, Customer shall use a valid manual provided by CardPay. The usage of the remote Account management in contradiction (either intentionally or accidentally) to the effective and valid manual may result in losses to Customer, including financial.

11.2. CardPay unilaterally at its sole discretion and at any time may change the remote account management manual.

11.3. CardPay makes no warranty that technical tools/devices are error-free. To the fullest extent permitted by law, CardPay excludes all liability for any losses or damages that may be incurred by Customer due to any defects or errors in any tool/device.

#### **12. Authorised usage of remote Account management**

12.1. Customer is solely responsible for the safe and secure usage of the remote Account management.

12.2. The remote Account management is available only to User who is duly authorised by Customer and approved as such by CardPay.

12.3. User can utilize the remote Account management and represent Customer only within the representation rights granted to User.

12.4. CardPay upon approval of User on the basis of Customer's application shall issue technical tools and parameters to User in order for the latter to access and use the remote Account management on behalf of Customer.

#### **13. Risks and Security**

13.1. Customer/User shall use the remote Account management tools and parameters in accordance with terms governing their issue and use.

13.2. CardPay may use services of third parties to send and deliver the tools and parameters to User. CardPay bears no responsibility for any losses and expenses that Customer may incur as a result of a delayed delivery, the dispatch being lost, misused, deficient or damaged, confidential information being disclosed, or due to any reason beyond the direct control of CardPay.

13.3. Customer shall ensure that the remote Account management tools and parameters are kept safe and secure, and no any unauthorised person has access to them and uses them as soon as Customer receives them.

13.4. Customer is solely responsible for unauthorised access to and/or unauthorised usage of the remote Account management tools and/or parameters, as well as they loss, theft, misappropriation and/or exposure to abuse.

13.5. When utilising the remote Account management, Customer is identified as such when necessary remote Account management's parameters applied correctly (as recorded by CardPay) and necessary remote Account management's technical tools utilised correctly (as recorded by CardPay) in accordance with CardPay's requirements and the manual for the usage of the remote Account management.

13.6. User shall at all-time keep the remote Account management tools and parameters under his control and not



allow anyone to use and/or access the tools and parameters.

- 13.7. In order to prevent unauthorized (unlawful) use of the remote Account management tools and parameters, including in case of their loss, theft, misappropriation and/or exposure to abuse and/or suspicious of such event, Customer/User shall immediately report a respective event to CardPay. Upon registering such event CardPay shall block the tools and/or parameters (as case may be). CardPay bears no responsibility for any losses that arises before CardPay was properly notified on the aforementioned event.
- 13.8. Customer shall be exclusively liable for all losses and expenses (fully and totally, without any limits, limitations and exclusions) relating to any unauthorised usage of the remote Account management, as well as in case Customer/User acts fraudulently and/or fail to fulfil one or more of its obligations relating to the correct and safe usage and safe keeping of the remote Account management tools and parameters. CardPay bears no any responsibility for any transaction on Account regardless an actual person who performed the transaction unless CardPay was duly notified by Customer on any unauthorised access to the remote Account management parameters and tools and such tools and parameters were blocked consequently. It is the exclusive responsibility of Customer to make sure that the remote Account management tools and parameters are blocked.
- 13.9. Considering that technologies develop constantly and it is impossible to foresee all ways of obtaining illegal access to the remote Account management, it is impossible to list all measures that User shall take or avoid to ensure safe keeping and use of the remote Account management. Nevertheless Customer bears full responsibility for taking all reasonable security measures to prevent access of unauthorised persons to the remote Account management tools and parameters and use thereof.
- 13.10. In case the remote Account management and/or relevant parameters and/or technical tools were blocked CardPay shall unblock them or replace (as case may be) as soon as the reasons for blocking no longer exist (subject to Fees and Charges).

#### **14. Execution of Customer's documents**

- 14.1. Customer cannot and has no right to object any document that was duly executed and submitted to CardPay by means of the remote Account management.
- 14.2. CardPay is entitled not to execute any document, as well as suspend the right of User to access and use the remote Account management and block the relevant remote Account management's parameters and technical tools in the following cases:
  - There is a possibility or threat of illegal/unauthorised/fraudulent use of the remote Account management;
  - For the parameters and/or technical tools security reason;
  - CardPay has a reasonable concern that User was not authorised to act on behalf of Customer and/or to use the remote Account management;
  - Customer or User does not observe TaC and/or the manual/rules/terms specified by CardPay regarding the usage of the remote Account management.
  - CardPay has suspicions about Customer's/User's identity and CardPay failed to contact Customer/User to verify their identity and/or content of a document submitted via the remote Account management;
  - A received document is corrupted or unclear due to transmission interruptions or any other technical reason;
  - Customer/User does not observe other requirements of CardPay or CardPay has other justified reason.
- 14.3. Upon receipt of a document CardPay may contact Customer/User to verify the content and correctness of Document and execute the document only after verification.

#### **15. Internet-Banking**

- 15.1. Internet-Banking is the software based system to access and manage Account remotely via the Internet.
- 15.2. User can access Internet-Banking on the website of CardPay [ibank.cardpay.com](http://ibank.cardpay.com).

- 15.3. User can access and use Internet-Banking, as well as receive services and perform other actions on behalf of Customer according to the granted level of rights as follows:
- **View and transact** (Full mode of Internet-Banking) – a scope of rights assigned to User where he is authorised to perform all transactions, use all services and functionalities available within Internet-Banking with no limitations;
  - **View and draft** (Limited mode of Internet-Banking) – a scope of rights assigned to User where he is authorised to use all functionality and services available within Internet-Banking, but he is not authorised to sign and send documents to CardPay for execution. User is authorised to prepare drafts of documents for further authorisation and sending to CardPay by other for such actions authorised User;
  - **View only** (Information mode of Internet-Banking) – a scope of rights assigned to User where he is authorised to receive information on Account, as well as receive all information available within Internet-Banking and related to Account.

## 16. Voice transactions

- 16.1. Customer may perform some transactions remotely by utilizing CardPay's voice services via phone, skype or other available voice data transmission channels.

## 17. Voice services

- 17.1. CardPay unilaterally at its sole discretion and at any time may change the list of voice services and their features. Customer may find out the comprehensive information on the available voice services by calling CardPay.
- 17.2. CardPay's voice services that require Voice Password and additionally at the sole discretion of CardPay may require Customer and/or its representative identification data:
- Information on Account balance and movements on Account;
  - Information on Customer's transactions and deals;
  - Blocking of the remote Account management tools and parameters;
  - Reaching agreements on terms and conditions;
  - Conclusion of non-cash currency exchange deals;
  - Information on Customer and its representatives;
  - Other information and services agreed upon with CardPay.
- 17.3. In case Customer cannot name Voice Password, CardPay is entitled having identified Customer and its representative by its identification data to block the remote Account management tools and parameters.
- 17.4. The following information and services are provided without identification:
- General information on CardPay's, CardPay and other service provider's services and their terms and conditions;
  - Registration of proposals and complaints.

## 18. Voice Password

- 18.1. Voice services may be provided to Customer that has registered Voice Password with CardPay.
- 18.2. Voice Password may be chosen by Customer and registered with CardPay during Account opening procedure or at any time later.
- 18.3. Voice Password alongside with other identification data that CardPay may ask from Customer and/or its representative during the voice communication shall be considered as Customer's identification data sufficient to provide Customer with voice services.
- 18.4. Customer may change Voice Password by registering the new Voice Password with CardPay.
- 18.5. Until the new Voice Password is successfully registered with CardPay, the previous Voice Password shall be



considered as the only valid and effective Voice Password.

**19. Recording of voice communication**

- 19.1. CardPay may record voice communication with Customer by means of any technical solutions.
- 19.2. The records of the voice communication with Customer shall be considered as a sufficient proof of the conducted voice communication, as well as a sufficient proof of the provided information, services, concluded deals and transactions, and agreed terms and conditions. Such records may be used for evidence purposes as well.

**20. Security**

- 20.1. Customer shall keep Voice Password in secret and shall not disclose it and made it accessible to any unauthorised party.
- 20.2. In case Voice Password has become available to any unauthorised party or Customer has suspicions on such event, Customer shall immediately notify CardPay and register a new Voice Password with CardPay.
- 20.3. Customer is responsible for all consequences and losses as a result of the usage of Voice Password by any unauthorised party.

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PART III  
PAYMENTS**

21. Customer is entitled to make payments only from its Account with CardPay. Customer may perform payments as follows:
- To its Account with CardPay;
  - To other customer's account with CardPay;
  - By prior agreement with CardPay, to another account with CardPay;
  - To any account with another payment services provider / bank.
22. Funds received by CardPay and addressed to Customer shall be credited to Customer's Account following the procedures set forth herein and according to the payment details stated in the received payment order. Customer shall be considered to have received such funds when Account has been credited.
23. CardPay bears no responsibility for the non-executed or unduly executed payment in case the payment currency does not match those stated in CardPay's list of correspondent accounts.
- 24. Payment order and payment authorization**
- 24.1. In order to make a payment Customer shall submit a payment order to CardPay in the form and according to the procedure prescribed by CardPay.
- 24.2. In the payment order Customer shall state, inter alia, the following: (i) Customer's name and its Account number with CardPay, (ii) the payment amount and currency, (iii) the beneficiary's name, address and account number, (iv) full names, addresses and bank codes of the beneficiary bank/payment services provider and intermediary bank/payment services provider, (v) the payment purpose, and (vi) other details required in the payment order and necessary for performing the payment.
- 24.3. The payment purpose stated by Customer in the payment order shall describe the nature of such payment and goods or services paid for clearly and shall state data of the underlying document of such payment.
- 24.4. CardPay may not execute the payment order if Account balance is insufficient to execute the same. If Account balance is insufficient to execute the payment order, the order will be valid for 5 (five) Business Days.



- 24.5. In case Customer does not provide all required details in the payment order, CardPay is entitled, but not obliged, to ask Customer to submit missing/additional information. If CardPay fails to establish correct and necessary details of the payment order by the end of Business Day following the day when the payment order was received for its processing, CardPay is entitled to reject to execute the payment order.
- 24.6. CardPay may reject to execute the payment order in case the provisions set forth herein are not met, and/or if applicable legal enactments or regulatory requirements prohibit the execution of the payment. CardPay shall inform Customer about the rejected payment order, unless applicable regulatory requirements prohibit CardPay to inform Customer. CardPay is entitled to withhold a fee for providing the said information. CardPay is not liable for Customer's losses and expenses incurred by Customer due to the rejection to execute the payment order.
- 24.7. CardPay shall not be liable for Customer's losses or other expenses that might be incurred due to non-execution or undue execution of the payment order, if the beneficiary's account number provided in the payment order in IBAN or other format, including invalid or incorrect account number, fails to conform to other payment details, and/or if the details provided in the payment order are incorrect or incomplete.
- 24.8. In case the precise information for identification of banks/payment services providers involved in the execution of the payment is not provided in the Payment order, CardPay shall choose such third parties unilaterally and at its sole discretion. In the execution of payments, CardPay shall execute the payment order as a specialist and choose more effective means (in the opinion of CardPay) for the execution without any approval by Customer.
- 24.9. Customer agrees that in case of interbank payments CardPay shall be deemed to have fulfilled its liabilities under the payment order when the payment amount is passed on to the disposal of the beneficiary's bank or correspondent bank/payment services provider (or other intermediary bank/payment services provider) within the time frame indicated in Fees and Charges. Having received the payment amount, the beneficiary's or correspondent bank/payment services provider (or other intermediary bank/payment services provider) shall be liable to Customer and/or beneficiary for due execution of the payment.
- 24.10. CardPay bears no responsibility for a non-executed or unduly executed payment order in case due execution of the same is hindered by legal enactments or other regulatory requirements applicable to CardPay.
- 24.11. Customer agrees that the payment order is confirmed and authorized by Customer and the payment order constitutes an irrevocable confirmation and consent of Customer with regard to the amount and other details of the payment order if:
- The payment order is submitted in paper form and signed in conformity with the specimen signatures and/or seal imprints duly registered with CardPay;
  - The payment order is submitted via Internet-Banking and authorized in accordance with the rules applicable to the remote Account management as stated in TaC and respective manual.
- 24.12. Upon CardPay's request Customer shall immediately provide all documentary evidence of, and information on, incompliance between the transactions booked to Account and those actually performed, or the transactions not authorized by Customer.
- 24.13. Should Account have been credited with funds through CardPay's error the latter may debit relevant sum from Account without acceptance from Customer.

## **25. Types of Charges**

- 25.1. CardPay offers the following types of charge payments:
- In case Customer indicates the type of charge payment "OUR" in the Payment order, Customer shall ensure the whole payment amount in its Account and shall pay CardPay's charge as per Fees and Charges. CardPay shall transfer the payment order to its correspondent bank/payment services provider, stating the option "OUR" in the respective field of SWIFT message, and thus instructing such bank/payment services provider to pay out the full payment amount to the beneficiary. Thereupon CardPay shall be considered to have fulfilled its liabilities concerning execution of the payment according to "OUR" conditions. In case banks/payment services providers involved in the payment execution request their charges, CardPay shall debit Customer's Account with CardPay with such charges without Customer's consent and acceptance;



- In case Customer indicates the type of Charge payment “SHA” in the payment order, Customer shall ensure the whole payment amount in its Account and shall pay CardPay’s charges as per Fees and Charges. CardPay shall transfer Customer’s payment order to its correspondent bank/payment services provider, stating the option “SHA” in the respective field of SWIFT message. Thereupon CardPay shall be considered to have fulfilled its liabilities concerning execution of the payment according to “SHA” conditions. All banks/payment services providers involved in the execution of the payment order, except CardPay, are entitled to debit their charges from the payment amount;
  - In case Customer indicates the type of Charge payment “BEN” in the payment order, Customer shall ensure the whole payment amount in its Account. CardPay shall transfer Customer’s payment order to its correspondent bank/payment services provider, stating the option “BEN” in the respective field of SWIFT message. Thereupon CardPay shall be considered to have fulfilled its liabilities concerning execution of the payment according to “BEN” conditions. CardPay shall withhold its charges from the payment amount. All other banks/payment services providers involved in the execution of the payment order are entitled to debit their charges from the payment amount.
- 25.2. Unless Customer has stated the type of Charge payment in its payment order, the Charge payment “SHA” shall apply by default.

## **26. Funds for payment**

27. Customer shall ensure at its Account the sufficient amount for the execution of the payment and payment of CardPay’s charges and fees.
28. Customer shall ensure the amount of the payment in the payment currency or give an order to CardPay to exchange the funds in another currency to the payment currency.
29. CardPay debits its charges and fees as follows:
- In the payment currency, calculating equivalent of the charge amount specified in Fees and Charges in the payment currency at CardPay general currency exchange rate, or
  - In another currency by calculating the equivalent of the charge amount specified in Fees and Charges in another currency at CardPay general currency exchange rate – for the payments that need the exchange into the payment currency.
30. CardPay is entitled to debit its charges and fees in the currency chosen by CardPay, calculating equivalent of the charges and fees specified in Fees and Charges in the currency chosen by CardPay at CardPay general currency exchange rate, without special Customer’s order and acceptance, provided that:
- The balance of Customer’s Account in the currency, designated by Customer for paying the charge, is insufficient for paying CardPay’s charge for the payment execution;
  - Customer has not indicated the currency for paying the charge, and the balance of Account in the payment currency is insufficient for paying CardPay’s charge.
31. If Customer has submitted more than one payment order to CardPay for the total amount exceeding Account balance, CardPay shall state the sequence of the execution of such payment orders at its absolute discretion.

## **32. Terms of payments**

- 32.1. The moment of receiving the payment order shall be that when CardPay receives the payment order during Business day and before the cut-off time stated in Fees and Charges.
- 32.2. If the payment order is received outside Business Day and beyond the cut-off time, the payment order shall be deemed to have been received on the following Business Day.
- 32.3. CardPay and Customer may agree in advance that the execution of the payment order shall start on a specific day or point in time in future. If the agreed day or point in time is not Business Day, the payment order shall be deemed to have been received on the following Business Day.
- 32.4. The payment order shall be submitted as per the standard form approved by CardPay and considering the cut-off times stated by CardPay in Fees and Charges.



- 32.5. The receipt of the payment order shall not guarantee its execution. The condition for the execution of the payment order is the compliance of the order with all requirements set forth in TaC and Fees and Charges.
- 32.6. Terms of executing payments depend on payment types and cut-off times.
- 32.7. Customer shall state the preferred payment type in its payment order. If Customer has not stated the preferred payment type, the payment shall be executed as a standard payment.
- 32.8. Before submitting an urgent or express payment order, Customer shall agree upon the possibility of performing such with CardPay. If Customer failed to agree upon the possibility of performing the urgent or express payment order with CardPay before submitting the order, CardPay shall be entitled to unilaterally change status of the order from "urgent" or "express" respectively to "standard".
- 32.9. If the payment order is received by CardPay before the cut-off time, CardPay shall pass the payment amount to the beneficiary's or a correspondent bank on the value date stated in Fees and Charges at the latest. Should the value date stated in Fees and Charges appear to be a non-working day of the beneficiary's / correspondent / intermediary bank or the payment system used for execution of the payment, or a day set to be a holiday in the issuing country of the payment currency, CardPay shall execute the payment order on the next working day of CardPay, beneficiary's / correspondent / intermediary bank.
- 32.10. In case of the payment to an account opened with another payment services provider or bank, CardPay cannot guarantee that the payment will be credited to the beneficiary's account at a particular day.
- 32.11. CardPay shall credit the payment addressed to Customer to Account not later than on the following Business Day after receiving the payment addressed to Customer in CardPay's correspondent account, unless other Value date is stated in the payment order.
- 32.12. In international payments CardPay is acting for Customer. Customer will have to comply with any relevant local and international laws and Customer agree to indemnify CardPay against all obligations and responsibilities CardPay incur as a result of acting for Customer.
- 32.13. Whilst CardPay may authorize the payments to any named beneficiary, correspondent and/or intermediary bank/payment services provider may, at its sole discretion, conduct any due diligence it deems necessary regarding the payment.
- 32.14. CardPay shall not be responsible for Customer's losses and other additional expenses of Customer incurred as a result of non-execution or undue execution of the payment, in case such non-execution or undue execution occurred through the fault of third persons involved in execution of the payment.

### **33. Payments to Account**

- 33.1. A payment shall be deemed executed correctly provided that the payment was credited to Account stated in the payment order. CardPay is entitled to credit Account considering only Account number stated in the payment order. However, in some cases and at the absolute discretion of CardPay, the later may, but is not obliged, to check whether Account number stated in the payment order conforms to Customer's name and in case of the respective nonconformity – to deny execution of the payment or request details to be updated/amended.
- 33.2. In case Account has been credited due to an error or CardPay's fault, CardPay is entitled to debit Account for the respective amount without any acceptance from Customer, but notifying Customer accordingly in Account statement.
- 33.3. In case Account has been credited due to the sender's error, Customer undertakes to cooperate with CardPay in the settlement of consequences of such error. In this connection Customer undertakes to supply CardPay with requested information and documents related to funds credited by error within time frames stated by CardPay. Unless Customer observes its obligation of such cooperation, CardPay is entitled to block funds credited by error until elucidation of circumstances.
- 33.4. CardPay is entitled not to credit a payment to Account or return the payment to the remitting payment services provider/bank, in the following cases:

- The payment comes from a state that is included in the list of states/jurisdictions suspected of laundering of proceeds derived from criminal activity or supporting terrorism, or where international sanctions apply to this state, or where the transfer comes from an intermediary outside those states, but having its parent company registered in a state included in the list of such states, and also where the transfer comes from a remitter included in the list of subjects suspected of laundering of proceeds derived from criminal activity and financing of terrorism, or
- The remitter has not been sufficiently identified, or
- In other cases stated in applicable laws.

33.5. On such instances, CardPay shall not be liable for any losses or additional expenses that might be directly or indirectly incurred by Customer due to non-execution or late execution of the payment. Pursuant to the applicable laws CardPay shall be entitled not to explain the reasons for non-crediting or late crediting Account.

#### **34. Correction, cancelation, investigation and refund of payments**

34.1. Customer may apply to CardPay for corrections in the payment order submitted to CardPay. Nevertheless, CardPay does not guarantee that the payment order will be corrected. If the payment order has not been executed yet, CardPay shall ensure correction of the payment order as requested by Customer. If Customer wishes to correct the payment order that was already executed, CardPay shall, to the extent possible, contact the beneficiary's or correspondent bank to request corrections in the executed payment order; however, there is no any guarantee that the corrections will be made.

34.2. Customer may apply to CardPay for the cancellation of the payment order submitted to CardPay. Nevertheless, CardPay does not guarantee that the payment order will be cancelled. If the payment order has not been executed yet, CardPay shall apply reasonable and available measures in order to ensure that the payment order will not be executed. If Customer wishes to cancel the payment order that was already executed:

- In case of an interbank payment – CardPay shall, to the extent possible, contact the beneficiary's or correspondent bank/payment services provider to receive back the funds transferred. CardPay shall refund funds to Account only upon CardPay ascertains that the payment order has not been executed and after CardPay receives the funds back from the beneficiary's or correspondent bank/payment services provider;
- In case of an intrabank payment – CardPay shall, to the extent possible, try to contact the beneficiary to obtain its consent to the payment refund. The payment shall be refunded to the remitter only after the beneficiary consents to the same.

34.3. Upon receiving Customer's application and all necessary supporting evidences, CardPay shall investigate a transfer of funds transferred by Customer or addressed to Customer and not received.

34.4. CardPay withholds the fees and charges from Customer for the correction, cancellation, investigation and refund of payments, as well as all fees and charges withheld by other payment services providers/banks involved in the respective actions and process.

#### **35. Correspondent banks**

35.1. Correspondent banks and correspondent accounts stated in the list of correspondent accounts approved by CardPay, as well as local and international payment and settlement systems, shall be used for the execution of all payments addressed to Customer or initiated by Customer (except for intrabank payments).

35.2. Customer may request the list of correspondent accounts from CardPay. CardPay may unilaterally at its absolute discretion amend and revise the list of correspondent accounts.

35.3. The payments via CardPay's correspondent accounts that are not stated in the list of correspondent accounts may only be executed if specifically agreed with CardPay in advance. In this case a special charge may be applied to the payment.

35.4. CardPay is entitled not to credit Customer's Account with the funds credited to CardPay's correspondent account that is not included in the list of correspondent accounts, until the said funds are credited to the



correspondent account included in CardPay's list of correspondent accounts. In this case a special charge may be applied to the payment.

- 35.5. Customer assumes all risks for Customer's funds credited to the correspondent account that is not included in the list of correspondent accounts of CardPay, including the risk of insolvency of the correspondent bank/payment services provider.
- 35.6. Customer assumes all risk arising from the currency exchange limitations, taxes, duties and other payments applicable in a respective country, as well as all risks arising from any legal enactments in a respective country, decisions of courts, central banks and other administrative institutions, that may cause losses or additional expenses to CardPay, Customer and/or third parties.

**TERMS AND CONDITIONS OF PAYMENT ACCOUNT**  
**PART IV**  
**CURRENCY EXCHANGE**

**36. Currency Exchange Execution**

- 36.1. CardPay exchanges only currencies that are approved by CardPay for exchange.
- 36.2. A currency exchange transaction shall be executed at the general (standard) currency exchange rate of CardPay. In case the amount of the currency exchange transaction exceeds the amount stated in Fees and Charges, Customer shall be entitled to apply for a special currency exchange rate for such transaction. In case CardPay and Customer have agreed, the special currency exchange rate shall be stated in the currency exchange order; otherwise the transaction shall be executed at the general (standard) currency exchange rate of CardPay.
- 36.3. A currency exchange transaction shall be deemed concluded when CardPay and Customer agree on the execution of the transactions, a currency to be bought and sold, currency exchange rate and relevant amounts.
- 36.4. Customer shall submit to CardPay a currency exchange order as per the form and procedures set forth by CardPay. The currency exchange order shall be submitted observing the cut-off time stated in Fees and Charges.
- 36.5. Customer agrees that the currency exchange order is confirmed and authorized by Customer and the currency exchange order constitutes an irrevocable confirmation and consent of Customer with regard to the details stated in the order if:
  - In a paper form and signed in conformity with the specimen signatures and/or seal imprints duly registered with CardPay;
  - Via Internet-Banking and authorized according to the remote Account management provisions set forth herein and in a respective manual.
- 36.6. Unless agreed otherwise, Customer shall ensure the sufficient amount for the execution of the currency exchange transaction in its Account timely in accordance with the cut-off time stated in Fees and Charges.

**37. Currency exchange adjustment or cancellation**

- 37.1. Customer may apply to CardPay to adjust or cancel the currency exchange order. CardPay does not guarantee the adjustment and/or cancellation; however, CardPay will apply reasonable and available measures to adjust and/or cancel the order. The currency exchange adjustment and cancellation cannot be performed if the order is executed or CardPay has already concluded a transaction with a third party in order to ensure the execution of the currency exchange order and such third party refuses to accept adjustments or cancel the transaction in question.
- 37.2. CardPay is entitled to suspend the provision of the currency exchange service at any time and without any notice to Customer.



- 37.3. CardPay may unilaterally refuse to execute the currency exchange transaction and CardPay cancels the order as follows:
- CardPay does not receive the currency exchange order before the cut-off time stated in Fees and Charges on the transaction date;
  - The currency exchange transaction details in the currency exchange order are in conflict with the details CardPay and Customer have agreed upon, and/or the order does not meet CardPay's requirements;
  - The amount on Account is not sufficient to execute the currency exchange transaction and pay applicable charges and fees.
- This being the case, CardPay is not be obliged to explain the reason for the rejection to execute the transaction.
- 37.4. CardPay is entitled to unilaterally debit Account for all losses and expenses incurred due to adjustments to and/or cancellation of the currency exchange order. Expenses and losses shall be withheld from Account without Customer's approval and consent and the amount thereof is calculated as a range between the rate at which CardPay and Customer have agreed and the currency rate CardPay uses for the opposite currency exchange transaction.

**TERMS AND CONDITIONS OF PAYMENT ACCOUNT  
PART V  
GENERAL PROVISIONS**

**38. Scope of Terms of Business**

- 38.1. These Terms and Conditions regulate business relations between CardPay and Customer that receive services from CardPay or that have applied to CardPay for its services.
- 38.2. TaC are the integral part of all transactions and agreements between CardPay and Customer, unless CardPay and Customer agree otherwise in every specific case or transaction.
- 38.3. Additionally to TaC the business relations between CardPay and Customer shall also be governed and regulated by Fees and Charges, other documents and procedures incorporated herein by the reference, as well as other CardPay's service conditions that at the absolute discretion of CardPay may be notified from time to time to Customer and/or available on CardPay's website and/or within Internet-Banking, unless CardPay and Customer agree otherwise in every specific case or transaction.

**39. Amendments, supplements to TaC, Fees and Charges and other documents and procedures**

- 39.1. CardPay reserves the right to amend and supplement TaC, Fees and Charges and any other document and procedure incorporated herein by the reference from time to time and at its absolute discretion.
- 39.2. Amendments to TaC, Fees and Charges and any other document and procedure incorporated herein by the reference take effect on the date set forth by CardPay.
- 39.3. CardPay notifies on amendments if the notification is required by the applicable law or in cases stated herein.
- 39.4. CardPay notifies on amendments as follows:
- Amendments to the part "Payments" of TaC – at least 2 (two) months before the amendments come into force.
  - Amendments to the other parts of TaC – at least 10 (ten) calendar days before the amendments come into force.
  - Change of fees and charges – at least 2 (two) months before the amendments come into force.
- 39.5. It is considered that Customer has agreed to the amendments and accepted them if Customer did not notify CardPay of its non-acceptance of the amendments (a new edition) before the amendments came into force.
- 39.6. In case of non-acceptance, Customer is entitled to terminate business relations with CardPay before the amendments came into force, otherwise the new edition of a respective document and procedure will apply to the business relations with Customer.

- 39.7. Changes in the interest and exchange rates take force immediately and without any notice to Customer.
- 39.8. Changes in other provision of Fees and Charges other than stated herein above take force immediately and without any notice to Customer.
- 39.9. Changes in the correspondent accounts of CardPay take forces immediately and without any notice to Customer.
- 39.10. In case CardPay adds new services and/or adds additional features to existing services or procedures and/or make changes in any security requirements, the respective supplements to TaC and/or Fees and Charges and/or other document or procedure (a new edition) come into force on the date set forth by CardPay, and CardPay is not obliged to notify Customer on such supplements and changes.
- 39.11. CardPay may amend and supplement any other documents and procedure (except TaC and Fees and Charges) incorporated herein by the reference at any time with an immediate effect or with effect from any date set forth unilaterally by CardPay and without the obligation of notification.
- 39.12. CardPay may amend and supplement TaC, Fees and Charges, as well as other documents and procedures incorporated herein by the reference at any time with an immediate effect or with effect from any date set forth unilaterally by CardPay and without the obligation of notification in the following cases: the amendments/supplements are required to be made by the applicable law, court's decision or the decision of the supervisory authority of CardPay; the amendments/supplements that are favourable to Customer; changes in the security requirements of CardPay; correction of mistakes end errors; visual effects; structure of documents; contact information; working hours and days; links and references; titles and names of documents and procedures; identification information regarding CardPay, its license and supervisory authority and related data; as well as the amendments and supplements that do not impact rights and obligations of CardPay and/or Customer.
- 39.13. The notice on the amendments, supplements will be provided at the CardPay's absolute discretion in one or more of the following ways:
- On the website of CardPay;
  - In Internet-Banking;
  - By e-mail to the Customer's e-mail address registered with CardPay.
- 39.14. The effective TaC, Fees and Charges and other documents and procedures incorporated herein by the reference are available on CardPay's website and/or in Internet-Banking; the effective version of those documents can be send by e-mail to Customer as well.
- 39.15. Upon request Customer may receive TaC, Fees and Charges and other documents and procedures incorporated herein by the reference in the paper form.
- 39.16. Customer shall be regarded as having acquainted himself with TaC, Fees and Charges and other documents and procedures incorporated herein by the reference, as well as their supplements and amendments on the day when the aforementioned documents and procedures (including amendments and supplements) were made available for the first time. It shall be considered that a notification by e-mail was made available at the moment when the notification was send (regardless the actual receipt of the notice by Customer).
- 39.17. By entering into business relations with CardPay Customer acknowledges that it get acquainted with TaC, Fees and Charges and other documents and procedures incorporated herein by the reference.
- 39.18. CardPay bears no responsibility for Customer's losses and expenses in case Customer has not acquainted himself with TaC, Fees and Charges and other documents and procedures incorporated herein by the reference, as well as their amendments, changes and supplements and new editions.

#### **40. Interpretation**

- 40.1. Words in the masculine gender shall include the feminine and neuter genders and vice versa as the case may be. Words in the singular shall include the plural number and vice versa as the case may be. Where Customer consists of two or more persons/entities, obligations and liabilities of each person/entity shall be joint and

several.

#### **41. Language**

- 41.1. CardPay and Customer shall communicate in English or another language agreed upon between them.
- 41.2. TaC, Fees and Charges and any other document and procedure incorporated herein by the reference in the English bear the legal power and shall prevail in all and any cases. Any translations of TaC, Fees and Charges and other documents and procedures incorporated herein by the reference are only for the convenience purposes and do not have any legal power.

#### **42. Confidentiality**

- 42.1. CardPay acknowledges that all information related to Customer and its transaction that was delivered by Customer to CardPay shall be treated as confidential unless such information is not considered as a confidential under applicable laws and/or customs.
- 42.2. Confidentiality provisions do not applicable to CardPay in case the latter shall disclose such information pursuant to the applicable laws, court's decisions and other regulatory enactments and orders of whatever nature that are binding upon CardPay.
- 42.3. CardPay is entitled to disclose the confidential information to any third party that provides CardPay services that directly and/or indirectly are necessary for CardPay to ensure the provision of services to Customer, establish, maintain and terminate the business relations with Customer, as well as to ensure the fulfilment of CardPay's obligations, including statutory, and protect and enforce the rights and obligations of CardPay in relations with and/or arising out or as a result of relations with Customer.
- 42.4. In some cases when Customer's transactions are international, regulatory authorities of involved countries and other third parties as the case may be (e.g. payment systems, correspondent and intermediary banks, etc.), may require and receive the confidential information.
- 42.5. The following information shall not be deemed confidential:
  - Publicly available information;
  - Information that was made publicly available by Customer or a third party, through no fault of CardPay;
  - Information that was received lawfully from any source and that was not marked as confidential;
  - Information that was received lawfully from a third party that is not subject to confidentiality commitments;
  - Information that may not be deemed confidential under the laws of the Republic of Cyprus.
- 42.6. CardPay may record, store and process all information regarding Customer and its transactions in any form and by any means at the absolute discretion of CardPay. CardPay is not obliged to return any document, either original or copy.

#### **43. General verification of Customer's signature and seal; forgery documents**

- 43.1. When executing Customer's transaction, CardPay compares a signature and seal imprint (if applicable) of Customer or its authorized signatory in the transaction document with Customer's specimen signature and seal imprint duly registered with CardPay. CardPay shall not take into account the colour of the seal imprint.
- 43.2. In case CardPay issues to Customer one-time PIN (test-key) calculation device (Digipass or other), it shall be deemed that such one-time PIN (test-key) calculated according to CardPay's requirements is the autographic signature and seal of Customer and its authorized signatory.
- 43.3. CardPay is not obliged to detect any forgery or unconformity of any document, seal or signature unless such forgery or unconformity is obvious without applying any special procedures, measures and/or tools.

#### **44. General requirements to documents**

- 44.1. Customer shall submit the original documents or copies certified by a public notary (or equivalent) considering CardPay's requirements in a particular case.
- 44.2. Documents shall be legalized or apostilled (as the case may be) unless CardPay states otherwise.
- 44.3. CardPay assumes that all documents delivered or originated from Customer are authentic, valid, true and correct.
- 44.4. CardPay accepts documents in the English language unless agreed otherwise. Translations shall be duly certified.
- 44.5. In case CardPay has any doubt of whatever nature regarding any received document and/or the document is not in conformity with CardPay's requirements, CardPay is entitled not to accept such document, suspend and terminate its execution (as the case may be).

#### **45. Data of individuals and entities**

- 45.1. Any entity and individual, including individuals that are connected or linked in whatever way with Customer, agrees that from the very moment of the beginning of negotiations between CardPay and Customer on establishing business relations between CardPay and Customer, CardPay is entitled to collect, store and process all personal data (including sensitive) and all data of entities for the following, but not limited to, purposes:
  - To perform Customer identification and due diligence;
  - To protect rights and interests of CardPay;
  - To duly and timely provide CardPay's services;
  - To duly and timely perform CardPay's functions and obligations;
  - To control Customer's transactions and perform their due diligence;
  - For the internal purposes of CardPay, including analysis, risk management, planning, etc. at the absolute discretion of CardPay.
- 45.2. CardPay may request, receive and process data from any sources, including from data processing bureau and data bases available in the Internet.
- 45.3. To the need-to-know extent, data of individuals and entities may be disclosed to third parties that render services to CardPay or represent CardPay's interests, entrusted by CardPay for the fulfilment of CardPay's obligations before Customer, or with whom CardPay otherwise cooperates in securing its activities and performing its functions.
- 45.4. In accordance with regulatory provisions CardPay may pass information on individuals and entities to appropriate registrars and authorities, including within the EU, EEA and to other countries as the case may be.
- 45.5. Individuals are entitled on a written application to review their data in the possession of CardPay and request their amendments and corrections.
- 45.6. CardPay is entitled to keep all and any data as long as CardPay deems necessary.
- 45.7. Customer may request to correct and precise information in the possession of CardPay in case there is a mistake.

#### **46. Notices and delivery of information**

- 46.1. All payment instructions, orders, applications, instructions, notices, complaints, requests and any other documents (within this section hereafter referred to as "Notices") arising out of or in connection with the business relations between CardPay and Customer shall be legible and clearly stating their contents. Shall CardPay set forth specific requirements for certain types of Notices, those requirements shall be met.
- 46.2. In case CardPay believes that there are inadequacies in Customer's Notice, including Notice's authenticity or validity, or has doubts concerning Notice, CardPay is entitled to reject, suspend and terminate Notice and



request Customer to repeat Notice to proceed with its further execution.

- 46.3. All Notices of Customer are binding upon Customer and CardPay is entitled to fully rely upon those Notices with no exception and limitations and without bearing any responsibility for acting in accordance with Notices. All risks, including existing and possible, related to Customer's Notices are exclusively Customer's risks.
- 46.4. CardPay is not under any duty and obligation to verify Customer' Notice, including authenticity and correctness of Notice. Customer shall fully indemnify CardPay against all and any losses, claims, demands, costs, damages, expenses and all other liabilities whatsoever which CardPay may incur in connection with and/or as a result of any Customer' s Notice.
- 46.5. Unless CardPay sets forth otherwise, CardPay process Customer's Notice on Business Days within working hours of CardPay regardless the fact that Notice can be received on any other day and outside normal working hours of CardPay.
- 46.6. CardPay communicates information to Customer via CardPay's website, Internet-Banking, Customer's contact details registered with CardPay and mass media. Considering the nature of information to be delivered, CardPay at its absolute discretion chooses a relevant communication channel.
- 46.7. Notice can be send by the registered post and in that case it shall be considered as a delivered on the 10<sup>th</sup> working day following the day of its sending unless there is a confirmation on the actual day of the receipt of Notice.
- 46.8. Notice that was sent via Internet-Banking, by e-mail, phone or other voice communication channel shall be considered as a delivered at the time when its transmission was completed regardless actual time of receipt.

#### **47. Prevention of money laundering and terrorist financing**

- 47.1. CardPay does not provide financial services until Customer, including their representatives, has been identified, verified and an ultimate beneficial owner established, as well as Customer due diligence was performed to the satisfaction of CardPay.
- 47.2. CardPay does not open anonymous accounts. CardPay does not cooperate with shell banks and similar entities.
- 47.3. CardPay repeats Customer identification and due diligence to the extent CardPay deems necessary in case of receiving new information, change in the previously obtained information, and/or due to applicable statutory/regulatory obligations, as well as for the purpose of updating and verifying Customer's file with CardPay.
- 47.4. CardPay takes actions to make sure that it possesses sufficient information about Customer, its financial and economic position, business activities. CardPay monitors Customer's transactions to make sure that they correspond to declared activities of Customer.
- 47.5. CardPay establishes business relations with Customer on a mutual trust. CardPay relies on the information provided by Customer unless the opposite is proved.
- 47.6. Customer shall duly and timely submit CardPay all requested information and documents, including questionnaires and application forms as the case may be, in order to establish and maintain business relations, and settle duly obligations.
- 47.7. Business relations shall not be established, and may be suspended or terminated in the following cases:
  - Insufficient information and documents for duly identification of Customer;
  - Doubts on Customer's legal capacity;
  - Customer refuses to or does not provide CardPay with requested information and documents.
- 47.8. CardPay does not explain and comment its rejection to establish the business relations, or its decision to suspend or terminate the business relations.



- 47.9. CardPay monitors and analyses Customer's transactions and for that purpose may request and Customer shall immediately provide requested documents, information and explanations regarding every particular transaction being in question. CardPay, without bearing any responsibility, may reject, delay, suspend or terminate the execution of a particular transaction in case CardPay has not received requested information and documents, or is not satisfied with the received ones.
- 47.10. CardPay does not provide its facilities and services to facilitate any large, complex, non-standard or unusual/non-typical (for a particular Customer) transaction without studying the economic reason of the transaction and without being sure that the transaction meets Customer's business and declared activities and does not violate ML/CT provisions.
- 47.11. In case CardPay suspects that the transaction is performed in the interests or name of a third party, CardPay executes such transaction only after the clear economic and legal purpose of the transaction is established and supported by sufficient evidences to the satisfaction of CardPay.
- 47.12. CardPay refrains from execution of the transaction or several related transactions or from certain debit transactions on Account, if there are reasonable concerns that the transaction is or may be related to money laundering or terrorist financing.
- 47.13. CardPay bears no responsibility for any losses and expenses incurred by Customer or third parties due to suspended or terminated CardPay's services, rejected transactions, non-executed or delayed transaction, if CardPay actions were aimed to prevent money laundering, terrorist financing or any other illegal or criminal action.
- 47.14. Customer shall notify CardPay immediately on any change in previously provided information and documents, as well as on any updates regarding Customer, including its beneficial owners and business. The notification obligation includes Customer's obligation to provide supporting documents.

**48. Fees and Charges; payments to CardPay**

- 48.1. Customer shall pay remuneration to CardPay for its services as per effective list of Fees and Charges of CardPay and TaC.
- 48.2. CardPay's currency exchange rates and interest rates are not included in Fees and Charges and shall be set forth by CardPay at the moment of rendering a service.
- 48.3. General interest rates and currency exchange rates published by CardPay may differ from the rate applied to a particular transaction, and CardPay is entitled to inform Customer of the same only after execution of the transaction by means of account statement.
- 48.4. Customer shall check and agree with applicable Fees and Charges, interest rates and currency exchange rates before applying for every particular service from CardPay.
- 48.5. CardPay may unilaterally provide and cancel any discount, as well as any special fee, charge and rate, for Customer.
- 48.6. CardPay at its absolute discretion may set forth additional commissions for services that are not included in Fees and Charges, but were requested by Customer in a particular case and such commissions are bound upon Customer.
- 48.7. Fees and Charges shall be paid before the provision of a service unless CardPay has stated otherwise. Unless Customer has paid Fees and Charges to CardPay, the latter is entitled to cease rendering a service and/or refuse to render the service without any notice to Customer. CardPay bears no any responsibility for Customer's losses and expenses incurred as a result of the aforementioned cessation and/or refusal. CardPay may, but is not obliged, provide the service at CardPay's absolute discretion in case Customer has not paid applicable Fees and Charges; consequently Customer shall settle its relevant debts.
- 48.8. Should taxes, duties or similar payments be levied on Fees and Charges, CardPay is entitled to withhold such payments from Customer, with Fees and Charges being increased accordingly.

- 48.9. CardPay may debit any Account of Customer and/or any funds of Customer that are in possession of CardPay with any due amount under TaC, Fees and Charges and any agreement and transaction between CardPay and Customer without any approval from Customer.
- 48.10. When using third-party services at Customer's expense, the latter shall reimburse CardPay for all such expenses.
- 48.11. Unless a sufficient balance in the payment currency is available in Account, CardPay may debit an amount of its claim in a different currency at the general currency exchange rate stated by CardPay and effective at the moment of debiting the claim amount.
- 48.12. Should the amount paid by Customer be insufficient to satisfy CardPay's claim, such claim shall be satisfied in accordance with any procedure stated at CardPay's absolute discretion, including the procedure to repay first the less secured liabilities.
- 48.13. In case Customer fails to settle its liabilities in due time and/or in case of Customer's insolvency, liquidation or legal protection process, CardPay is entitled to use Customer's funds in the possession of CardPay to decrease financial liabilities of Customer or discharge those completely.

#### **49. Responsibility**

- 49.1. CardPay and Customer shall perform their obligations duly, reasonably, in good faith, carefully and considering applicable customs and usual practice that are general acceptable in the industry.
- 49.2. CardPay and Customer are liable for wrongful non-performance or inappropriate performance of their obligations.
- 49.3. Customer is responsible for truthfulness, entirety, preciseness and timely provision of all information and documents to CardPay. Should Customer fails to comply with such its obligations, CardPay considers the information and documents in its possession as correct and it is not responsible for relevant losses and expenses of Customer and/or a third party.
- 49.4. CardPay is responsible for activities of its employees only if these activities were performed during the working hours of CardPay and provided the employees performed their duties.
- 49.5. Customer is not entitled to assign any claim and right against CardPay to any third party without the prior written approval of CardPay.
- 49.6. CardPay may assign any of its rights and claims against Customer to any third party without the prior written approval of Customer.
- 49.7. CardPay bears no responsibility for losses and expenses incurred by Customer due to the latter's fault to get acquainted with TaC and/or to comply with them.
- 49.8. Customer shall be aware of any sanctions imposed on its counterparties, countries and jurisdictions that may affect any payment transaction from them to Customer and vice versa. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanctions, CardPay will not be held liable for such delay/block/holding.

#### **50. Safeguarding Customers' funds**

- 50.1. CardPay implements and maintains procedures and measures designed to safeguard Customer's funds. CardPay fully complies with the relevant safeguarding requirements of applicable laws, as well as directives and instructions of the Central Bank of Cyprus.
- 50.2. Particularly, CardPay safeguards Customers' funds received in exchange for the issue of electronic money and funds received from Customers or via another payment service provider (including a credit institution/bank) for the execution of payment transactions, for the provision of payment services not connected to the issue of electronic money.

- 50.3. CardPay ensures that the funds received are legally protected in the interest of Customers, particularly holders of electronic money and users of payment services (including payment services not connected to the issue of electronic money), against demands from other creditors, particularly in the case of dissolution, liquidation or insolvency.
- 50.4. CardPay ensures and guarantees that in the event of its dissolution, and/or liquidation, the funds safeguarded will be distributed to the rightful owners in priority over the claims of other creditors of CardPay.
- 50.5. CardPay does not commingle safeguarded funds at any time with the funds of any natural or legal person. However, for the safeguarding purposes, CardPay deposits safeguarded funds in separate so-called clients' accounts with credit institutions in the EU Member States:
- In case of the provision of payment services not related with the issue of electronic money and in case Customers' funds are held by CardPay and not delivered to a payee or transferred to another payment services provider (including a credit institution/bank) by the end of the business day following the day when the funds have been received, CardPay deposits such funds in its clients' accounts.
  - In case CardPay receives funds in the exchange for electronic money to be issued and until their redemption deposits such funds in its clients' accounts.

## **51. Force majeure**

- 51.1. CardPay and Customer are not responsible for non-performance of the obligation if it has been caused by force majeure (e.g. war, riot, forces of nature), the activities of public authorities (e.g. the state, local government, supervisory authorities) or any other circumstance beyond the power or control of the relevant party (e.g. strike, general failure of the computer system, failure of communications lines or power failure, denial-of-service attack). Any failure of the correspondent bank/payment services provider shall be considered as the force majeure as well.

## **52. Term and termination**

- 52.1. CardPay and Customer enter into the business relations under TaC for an indefinite period of time.
- 52.2. Either CardPay or Customer may terminate the business relations under TaC and all agreements that are in force and entered under TaC at any time by informing the other party in advance and providing a date of termination and without an obligation to inform on the reason for the termination.
- 52.3. CardPay may unilaterally terminate or withhold any transaction and any contractual relation with Customer without serving any notice to Customer and without reimbursing Customer for any losses and additional expenses in the following cases:
- Customer failed to perform TaC or CardPay considers Customer's confirmation of whatever nature to be false;
  - A person who is not identified or authorized is suspected of acting on behalf of Customer;
  - There is a suspicion on a link between Customer and ML/TF and/or an illegal and/or criminal activity;
  - CardPay considers a further cooperation with Customer as a detriment of CardPay's honour, credibility or reputation;
  - There is an instruction from a competent/supervisory authority and CardPay shall comply accordingly;
  - Other cases stated herein.
- 52.4. Termination shall not entail termination of obligations established before the termination, and all such obligations shall be discharged in accordance with TaC and provisions of the relevant agreements.
- 52.5. In case of termination and regardless reason for the termination, all Customer's obligations arising out of or in connection with TaC, a particular agreement and transaction shall become due in full and immediately, and Customer shall pay all Fees and Charges and any other applicable commissions and expenses, as well as pay fully and immediately any losses and expenses incurred by CardPay due to such termination.

52.6. Customer shall discharge all its liabilities arising out of and in connection with TaC, a particular agreement and transaction on the day of termination at the latest.

**53. Set-off and consolidation**

53.1. Without prejudice to any other remedies which CardPay may have, CardPay is entitled to combine and consolidate any or all of Customer's Account(s) with CardPay against Customer's liabilities before CardPay and CardPay may set off and transfer any sum standing to the credit of any such Account(s) in or towards the satisfaction of any of Customer's liabilities before CardPay under any of Account, agreements or contracts, whether such liabilities are primary, collateral, joint or several or in any other currencies. Unless the law otherwise requires, CardPay is not obliged to give prior notice to Customer of any of its rights to of set-off.

**54. No set-off or counterclaim by Customer**

54.1. Until all funds owing are paid or discharged in full, Customer shall not, by paying off any sum recoverable by CardPay or by any other means or on any other ground, claim any set-off or counter claim against CardPay in respect of any liability from CardPay to Customer or any third party. Customer agrees that nothing in the arrangements between CardPay and Customer and/or any third party shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right which CardPay have existing or implied by law.

**55. Lien**

55.1. CardPay is entitled to exercise a lien over any and all funds and properties of Customer that (for any reason) is in or which howsoever comes into the possession or control of CardPay. CardPay may dispose of or sell such properties and apply the proceeds of sale after deduction of expenses to satisfy any obligations, indebtedness and liabilities owing by Customer to CardPay.

**56. Indemnity**

56.1. In addition and without prejudice to the powers, rights and remedies conferred on CardPay herein and in any applicable law and statutory regulations, Customer shall hold CardPay free from liability and hereby indemnifies CardPay against any loss, damage and expense (including but not limited to legal expenses) which CardPay may sustain or incur as consequence of (i) performing any instruction from Customer and/or (ii) providing any service to Customer and/or (ii) any default in payment by Customer of any sum owing including but not limited to any interest/charge or fees paid or payable on Account.

56.2. Customer shall take every measure necessary in order to keep CardPay indemnified from any responsibility for any Customer's instruction/order given to CardPay, and Customer shall cover all losses, expenses and obligations of CardPay arising out of and/or in connection with and/or as a result of Customer's negligence, malice action and/or fault of its obligations, immediately at CardPay's request.

**57. Severability**

57.1. If any provision, term or condition herein and/or in any other document, procedure and the like incorporated herein by a reference is/or becomes illegal, void, invalid, prohibited or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions of TaC or any other document, procedure and the like incorporated herein by a reference respectively, as the case may be.

**58. Governing Law and Jurisdiction, disputes**

58.1. TaC and the business relations regulated by TaC shall be governed by and construed in all respects in accordance with the laws of the Republic of Cyprus.

- 58.2. Any dispute and complaint between CardPay and Customer shall be resolved by way of negotiations.
- 58.3. In case CardPay and Customer fail to resolve the dispute or complaint in an amicable way, either CardPay or Customer may refer the dispute and complaint to the Central Bank of Cyprus.
- 58.4. The dispute or complaint that still is not resolved may be referred to and finally settled by the competent courts of the Republic of Cyprus.
- 58.5. In enforcing its rights, CardPay may initiate and take actions or proceedings or otherwise against Customer and any third party and/or elsewhere as CardPay may deem fit.

#### **59. Miscellaneous**

- 59.1. CardPay shall not provide reason for non-entering into business relations with Customer and/or provision of a service.
- 59.2. CardPay's premises during its working hours shall be considered as the venue of execution of Customer's transactions.
- 59.3. CardPay may not provide services, if Customer (its representative) according to CardPay's opinion is under alcohol, toxic, psychotropic or the similar impact and/or its behaviour is inappropriate.
- 59.4. CardPay sends funds and other values at Customer's expense and risk, unless agreed otherwise.
- 59.5. CardPay may earn income on Customer's balance with CardPay. CardPay does not pay any interest on the balance to Customer.
- 59.6. In case any provision of TaC and/or Fees and Charges and/or other document incorporated herein by the reference contradicts with any provision of the sections 49,51, subsection (4) of section 53, subsections (2) to (4) of section 57, and sections 58, 60 and 69 to 71 of "The Payment Services Laws of 2009 to 2010" of the Republic of Cyprus (as amended and supplemented from time to time), the respective provision of TaC and/or Fees and Charges and/or other document incorporated herein by the reference shall prevail and have a legal power, and the respective provision of the said "The Payment Services Laws of 2009 to 2010" shall not be applicable.
- 59.7. The sections 49,51, subsection (4) of section 53, subsections (2) to (4) of section 57, and sections 58, 60 and 69 to 71 of "The Payment Services Laws of 2009 to 2010" of the Republic of Cyprus (as amended and supplemented from time to time) shall not be applicable to the business relations between CardPay and Customer.

#### **60. Information about CardPay, CardPay Ltd and its supervisory authority**

- 60.1. CardPay is the trading name of CardPay Ltd.
- 60.2. CardPay Ltd is incorporated in the Republic of Cyprus under the incorporation number HE328641.
- 60.3. The registered address and head office of CardPay Ltd is at 125, Georgiou Griva Digeni, Limassol, 3101, Cyprus.
- 60.4. CardPay Ltd is licensed by the Central Bank of Cyprus to operate an electronic money institution and as such is authorised to provide payment services as well.
- 60.5. The Central Bank of Cyprus is the designated supervisory authority of CardPay Ltd.
- 60.6. CardPay Ltd operates under the licence number A.115.1.3.7.
- 60.7. The Central Bank of Cyprus maintains the register of electronic money institutions licensed in Cyprus. The register is available online on the website of the Central Bank of Cyprus [www.centralbank.cy](http://www.centralbank.cy).



60.8. The main laws that regulate business operations of CardPay Ltd are “The Electronic Money Law of 2012” and “The Payment Services Laws of 2009 to 2010” as amended and supplemented from time to time.

#### 61. Definitions

<b>Account</b>	- Customer’s multi-currency non-deposit and non-interest bearing payment account with CardPay and shall include any other account which may be opened from time to time.
<b>Business Day</b>	- A day when CardPay is opened for business in the Republic of Cyprus (excluding bank, state and public holidays) during working hours of CardPay in a particular day, and provided always that Customer may carry out transaction on Account.
<b>CardPay</b>	- CardPay Ltd, a company incorporated and existing in the Republic of Cyprus.
<b>Customer</b>	- A legal entity or individual that has established business relationships with CardPay or receives services from CardPay.
<b>Fees and Charges</b>	- A list of fees and charges of CardPay for its services.
<b>TaC</b>	- These Terms and Conditions as amended and supplemented from time to time.
<b>User</b>	- An individual and authorised representative of Customer who on behalf of Customer uses remote Account management to access and manage Account and/or use any other service and functionality available within the remote Account management.
<b>Value Date</b>	- A day of executing a payment transaction or currency exchange
<b>Voice Password</b>	- A combination of Arabic digits and/or Latin alphabet letters that identifies Customer during voice communication with CardPay and allows Customer to manage Account remotely and perform certain transactions.
<b>Internet-Banking</b>	- A distant Account management system, system for execution of transactions in Account and exchange of information and documents between CardPay and Customer by using protected data transmission channels in the Internet and applicable remote Account management parameters and tools.