

Service offer

1. INTRODUCTORY PROVISIONS

1.1. In this Public Offer (hereinafter referred to as the "**Offer**"), the essential terms of the Agreement for the provision of services for the transfer of funds at the request of a natural person using the mobile application "IDpay 2.0" (hereinafter referred to as the "**Agreement**") are contained (the application is available, if applicable, in electronic online application stores for smartphones Google Play, App Store, Huawei Gallery (hereinafter also referred to as the "**Application**")).

1.2. The use of the application, including the performance of the actions specified in this offer, constitutes due acceptance of the terms of the offer and confirmation of the natural person's consent to enter into the agreement on the terms, in the manner, and to the extent set forth in this offer.

1.3. This offer constitutes an official public offer addressed to Individuals by the Public Joint-Stock Company "Sovcombank" (PJSC "Sovcombank", General License for Banking Operations No. 963 issued by the Central Bank of the Russian Federation on December 05, 2014) (hereinafter referred to as the "Bank") to conclude a civil contract pursuant to article 437.2 of the civil code of the Russian Federation. The agreement is considered concluded and comes into force from the moment an individual performs the actions provided for in this Offer, which means the individual's unconditional acceptance of all the terms of this Offer without any exceptions or restrictions on the terms of accession.

2. TERMS

2.1. Subscriber Number — a telephone number assigned to the Client by the mobile network operator at the time of the Client's connection to the mobile network, uniquely identifying the individual who has entered into an agreement with the mobile network operator for the provision of mobile communication services.

2.2. Authorization — the process of analyzing and comparing the Authentication Data entered by the Client, the result of which determines whether the User has the right to access the services of the Application.

2.3. Account — the personal user account (page) of the Client in the Application, which the Client accesses through Authentication Data (as defined below).

2.4. Authentication Data — data that allows the authentication of the Client to access the Account in the Application. Authentication Data is assigned to the Client at the time of the Client's registration in the Application.

2.5. Intermediary Bank — a foreign central (national) bank or foreign bank that serves as the financial institution facilitating the transfer of funds to the recipient.

2.6. Transfer Currency — the currency of the transferred funds specified by the Client when submitting the Transfer Instruction.

2.7. Identification — a set of actions aimed at establishing information about Clients in accordance with Federal Law No. 115-FZ of August 7, 2001 "On Counteracting Legalization (Laundering) of Proceeds from Crime and Financing of Terrorism" (hereinafter referred to as "Law No. 115-FZ"), regulatory documents of the Central Bank of the Russian Federation, and legislation of the Russian Federation.

2.8. Recipient Identifier — the recipient's telephone number or other details of the recipient that uniquely identify the recipient of the transfer.

2.9. Client — an individual initiating a transfer operation to the Recipient, possessing the necessary legal capacity, and having taken actions aimed at concluding the Agreement by accepting the terms of this Offer.

2.10. Company — Limited Liability Company "Universal Payment Technologies" (LLC "UPT"), providing, based on an agreement with the Bank, the Application for use by the Bank's Clients, through which the Client has the opportunity to enter into this Agreement via the Application and to use the Application developed and maintained by the Company. The location of the Company: 123112, Moscow, Presnenskaya naberezhnaya, building 12, floor/office 33/33.

2.11. Transfer Limit — the amount and number of monetary transfers using the Application are set forth in the Terms available at the following address: <https://id-pay.ru/tariff.html>.

2.12. Electronic Money Operator — a money transfer operator that conducts electronic money transfers without opening a bank account (electronic money transfer).

2.13. Transfer — an operation conducted by the Bank at the Client's instruction for the transfer of funds without the need for the Client to open a bank account, based on the Client's Transfer Instruction.

2.14. Application — the mobile payment application "IDpay 2.0" provided by the Company, with which the Bank has entered into a corresponding agreement. Through this application, the Client is provided with the opportunity to create and submit Transfer Instructions to the Bank for the purpose of transferring funds using an electronic payment instrument through the Client's Account. The Application is installed independently by the Client on their mobile device (smartphone or similar device). For the avoidance of doubt, in this Offer, the means of accessing the Client's Account through the mobile application is referred to as the Application.

2.15. Recipient — an individual possessing the requisite legal capacity, to whom the Client instructs the Bank to carry out the Transfer. The Recipient may also be the Client, in the event of a Transfer from an account held with the Bank to their own account with an Intermediary Bank.

2.16. Transfer Instruction — an electronic document generated by the Client in the form of an informational message transmitted to the Bank through the Application, containing the necessary details for the execution of the Transfer.

2.17. Transfer Amount — the amount of funds to be transferred by the Bank based on the Transfer Instruction.

2.18. Conditions — the approved commission fees for services provided by the Bank, as well as by the Intermediary Bank under this Agreement, as well as other cost amounts applied in the execution of the Transfer Instruction. The current Conditions are available at the following address: <https://id-pay.ru/tariff.html>.

2.19. Cross-border Transfer — a transfer in which the Recipient is located outside the Russian Federation, and/or a transfer in which the Recipient is serviced by an Intermediary Bank. Within the framework of this Agreement, the term "Transfer" includes the term "Cross-border Transfer" unless otherwise specified in the Agreement.

2.20. Service — the service of executing the Transfer based on the Transfer Instruction, as well as the service provided to the Client in accordance with clause 4.2.1 of this Offer.

2.21. Payment Participants — the Bank, the Client, Intermediary Banks, and the Recipient.

2.22. Electronic Receipt — a document prepared in electronic form containing information about the details of the Transfer, serving as confirmation of the Bank's receipt of the Transfer Instruction for execution.

3. GENERAL CONDITIONS

3.1. The agreement between the Bank and the Client is concluded on the terms of this Offer and the Conditions. The text of the Offer is available in the Application. Prior to submitting the Transfer Instruction, the Client undertakes to familiarize themselves with the text of this Offer and the Conditions, which are an integral part thereof, and to accept the terms of this Offer by placing a corresponding mark in the Application. The agreement is considered concluded based on the Client's acceptance of this Offer. The Client undertakes not to use the Application if they do not agree with any condition of this Offer or the commercial conditions of the Transfers provided for in the Conditions.

3.2. The agreement concluded on the terms of this Offer is entered into between the Client and the Bank for the purpose of executing the Transfer based on the Client's Transfer Instruction within the framework of the tariffs provided for in the Conditions.

3.3. Within the framework of the Agreement, the Transfer is carried out using the funds deposited by the Client into the account of the Client's Account.

3.4. If the transfer amount is disbursed to the Recipient in cash, the agreement of the individual with the terms of this Offer signifies the Client's acceptance of the terms and procedures for conducting transfers by the Bank.

3.5. The Client undertakes to comply with the terms of the Agreement, instructions, and recommendations posted in the interface of the Application. The Client agrees to take all necessary measures to ensure the security and protection of information and documents exchanged within the framework of the Agreement.

3.6. The Client agrees that they are aware of the possible risks of online fraud associated with receiving services through the Internet, as well as understands and accepts the risks associated with communication problems of the Internet network on the Client's side.

3.7. The Client is solely responsible for the risks associated with storing access data to the Application and is obligated to prevent any possibility of third-party access to the Application.

3.8. Losses and risks incurred by the Client related to restoring access to the Internet network during the transmission of the Transfer Instruction and other software failures do not impose obligations on the Bank, Intermediary Bank, or Company.

3.9. The Bank is not liable if informational messages, duly sent (transmitted) to the Client, as well as information regarding changes and/or amendments to the Agreement and/or Conditions, published in accordance with the terms and timelines established by the Agreement, were not received and/or reviewed and/or correctly interpreted by the Client.

3.10. Under the Agreement, for the execution of Cross-border Transfers, the Client is entitled to instruct the Bank in a currency other than the currency of the Russian Federation, if such Transfers are specified in the Conditions. Transfers that are not Cross-border are executed by the Bank in Russian rubles.

3.11. Under the Agreement, the Client is entitled to provide instructions for the execution of transfers that are facilitated by the functionality of the Application.

3.12. The transfer details to be provided by the Client at the time of forming the Transfer Instruction. For a Cross-border transfer, the Client provides the following transfer details to the Bank (unless otherwise specified in the Application at the time of submitting the transfer request):

3.12.1. Transfer Amount;

3.12.2. Transfer Currency;

3.12.3. Recipient's Subscriber Number (phone number)/Recipient's Identifier;

3.12.4. Transfer Purpose;

3.12.5. Destination Country of the Transfer;

3.12.6. Other parameters, if their provision is required in accordance with the legislation of the Russian Federation and/or the rules of local legislation of the country of the Recipient and/or any other Payment Participant.

3.13. The provision of the Service by the Bank to the Client is carried out while ensuring processes of simplified client identification.

3.14. Simplified identification is carried out in accordance with the requirements of the Federal Law of August 7, 2001, No. 115-FZ "On Countering Legalization (Money Laundering) of Proceeds from Crime and Financing of Terrorism," the Regulation on the identification by credit organizations of clients, client representatives, beneficial owners, and beneficial owners for the purposes of countering legalization (money laundering) of proceeds from crime and financing of terrorism, approved by the Bank of Russia on October 15, 2015, No. 499-P, as well as the requirements of applicable legislation in the field of countering legalization (money laundering) of proceeds from crime and financing of terrorism.

3.15. The Client provides the Bank, through the Application, with the necessary documents for conducting Simplified identification, as provided for by Russian legislation, for the purpose of making Transfers in accordance with the limits set by the Bank. The Client is obliged to undergo Identification at the request of the Bank if the Bank deems the completion of Identification necessary to comply with legislative requirements and/or ensure the security of using the Application, as well as to protect the rights and interests of other Clients. The information provided by the Client is processed in accordance with the privacy policy.

3.16. All documents provided by the Client must be valid as of the date of their submission.

3.17. Simplified Client Identification is conducted by establishing the Client's surname, first name, patronymic (if applicable), series, and number of the identity document, through the Client providing the Bank with this information via the user interface of the Client's Account. The method of simplified online identification may be limited by the technical capabilities of the Bank, including parameters of information interaction with state information systems.

3.18. The Identification and Simplified Identification procedures are considered completed from the moment the Bank confirms the completeness and accuracy of the information provided by the Client, which may include confirmation, if necessary, of the information in the Application Account interface with the corresponding security code established by the Bank, and is finalized by reflecting the status of Simplified Identification in the Client's Account user interface. When conducting simplified online identification of the Client, the Simplified Identification procedure is considered completed upon receiving confirmation of the match of the information provided by the Client from the information systems of state authorities.

3.19. The Client is obligated to regularly update the information provided for Simplified Identification and promptly inform the Bank of any changes in the previously provided information for Simplified Identification. The Client is also required to provide and clarify information upon the Bank's request in the form of an electronic notification in the Client's Account user interface within 5 (five) business days from the date of posting of the respective electronic notification.

3.20. The Bank is entitled to request additional information, and the Client is obligated to provide information about the purposes and nature of using the Application, sources of funds, financial position, and reputation of the Client.

3.21. The Bank reserves the right to block access to the Account and/or refuse to execute a Transfer in cases where the Client fails to provide the necessary information for Simplified Identification, fails to update it in a timely manner, or fails to provide clarification upon the Bank's request.

3.22. Under Federal Law No. 177-FZ of December 23, 2003, "On Insurance of Deposits of Individuals in Banks of the Russian Federation," funds transferred by individuals without opening bank accounts or receiving transfers without opening bank accounts are not eligible for insurance coverage.

3.23. By accepting the terms of this Offer, the Client agrees and confirms that in the event of an erroneous transfer of funds to the Client during the Transfer, the Bank has the right, without the Client's consent, to debit the amount of funds mistakenly credited to the Client.

4. THE SUBJECT OF THE AGREEMENT

4.1. The subject of the Agreement is the execution of transfers by the Bank upon the client's instruction in favor of the recipient.

4.2. After accepting this offer, the client is granted the opportunity to create and send instructions to the Bank via the Application. Funds for the transfer are provided by the client to the Bank in cash or non-cash form, with consideration given to the amount of funds provided without the necessity of opening a bank account.

4.2.1. The increase in the balance of electronic funds in cash form is carried out by the client depositing cash using the Bank's ATMs. The list of the Bank's ATMs through which the client can increase the balance of electronic funds is provided by the Bank, including on the website: <https://sovcombank.ru/office> on the Internet.

4.3. Forming an Order is carried out by the Client through the sequential execution of the following actions:

4.3.1. Authentication of the client in the application by entering authentication data;

4.3.2. Sequential entry by the client in the application of transfer details:

4.3.2.1. When the client enters the recipient's subscriber number in the application, the full name and surname (if not otherwise specified by law or national custom) of the recipient are displayed, as well as the first letter of the recipient's surname.

4.3.3. Confirmation by means of the Application (the Client clicks the "Send" button) of their agreement with the details, recipient information as stated in clause 4.3.2.1, and the amount of the fee charged by the Bank, according to the Terms posted at the link: <https://id-pay.ru/tariff.html> (if applicable from the Bank's side).

4.4. The execution of the Instruction through the Application is confirmed by the Client with a confirmation code sent by the Bank and received in an SMS message to their Subscriber number. The Client agrees and confirms that entering the confirmation code is considered unconditional confirmation of the Client's consent to execute the Transfer in accordance with the Instruction.

4.5. Upon receiving the Client's Instruction for execution, the Bank undertakes actions aimed at verifying the Client's right to dispose of the funds provided to the Bank in accordance with clause 2.2 of the Agreement.

4.6. The Bank generates an Electronic Receipt, which is sent to the Client via the Application.

4.7. The Client confirms that receiving the Electronic Receipt constitutes proper notification to the Client of the completion of the Transfer.

4.8. The Client undertakes to verify the information independently after submitting the Instruction. In the event that the Client does not verify the information in the form of Electronic Receipts regarding the completion of the Transfer, the Bank bears no responsibility for executing the Transfer without the Client's consent.

4.9. The Bank is considered to have fulfilled its obligation to provide the Client with information about the completion of the Transfer once the Electronic Receipt is sent to the Client via the Application.

4.10. The Bank records the act of sending the Electronic Receipt to the Client. Supporting documents and/or their electronic copies confirming this action are retained by the Bank for at least 5 (five) years.

4.11. The Bank is not liable for delays or failures occurring in the Internet network or for the Client's non-receipt of the Electronic Receipt due to factors such as the Client's mobile phone being outside the coverage area of the mobile network operator, unstable signal reception by the Client's mobile device, incorrect functioning of the Client's mobile phone's software and hardware, and other reasons beyond the Bank's control.

4.12. If the Bank does not receive authorization from the Payment Participants to execute the Transfer, the Bank informs the Client of the inability to process the Instruction by sending a relevant message through the Application. The Client acknowledges that receiving this message constitutes adequate notification to the Client of the inability to process the Instruction.

4.13. Upon the Client's acceptance of the Agreement under the terms of this Offer and the submission of the Instruction to the Bank, the Bank assumes responsibilities for providing the Service to the Client.

4.14. The Bank executes the Transfer in accordance with the procedures, terms, and deadlines stipulated by the legislation of the Russian Federation, regulatory acts of the Central Bank of Russia, and the rules of payment systems.

- 4.14.1. Based on the Instruction for executing the Transfer, the Client instructs the Bank to debit the Client's funds using the Client's bank card details for the purpose of executing the Transfer.
- 4.14.2. The amounts of the Transfer in favor of the Recipient are in accordance with the Recipient Identifier provided by the Client in the Instruction.
- 4.14.3. The remuneration due to the Bank, as well as to the Company for providing the Service, is in accordance with the Terms.
- 4.15. The Bank executes the Instruction in the amount of the Transfer, which is the sum payable to the Recipient as specified in the Instruction.
- 4.16. The Transfer is processed in a non-cash form provided that the Recipient's details specified in the Instruction match those in the presented identification document, and if the Recipient correctly provides the Transfer number.
- 4.17. In case the Transfer is returned as erroneous, the Bank refunds the Client by increasing the balance of the Client's electronic funds.
- 4.18. The Bank reserves the right to refuse the Client in providing the Service and/or accepting the Instruction for execution in the event:
- 4.18.1. The absence of technical capability by the Bank to provide a specific Service (to carry out a specific Transfer);
- 4.18.2. The Bank's inability to obtain approval from the relevant payment system/Participant in settlements to facilitate non-cash crediting of the Transfer to the Recipient;
- 4.18.3. Exceeding the Transfer amount requested beyond the limits set by the Bank for conducting Transfers;
- 4.18.4. If the Bank and/or intermediary bank suspect that the transaction is being conducted in violation of the requirements of the legislation of the Russian Federation, applicable foreign legislation, payment system rules, or if it appears fraudulent, or if the use of the transfer is in violation of the terms of this Offer, or if there are doubts about the legality of the Client's actions.
- 4.19. The irrevocability of the Transfer, i.e., the absence or termination of the possibility to revoke the instruction to carry out the Transfer of electronic funds, occurs at the moment when the balance of the recipient's electronic funds is increased by the amount of the Transfer.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Client is required to fully acquaint themselves with the terms and Conditions of this Offer before accepting it.
- 5.2. The Client is responsible for the accuracy of the Transfer details (parameters required to compose the Instruction, which will serve as the basis for the Bank to execute the

Transfer). In case of inaccurate information, the Bank shall not be liable for improper execution of the Instruction.

5.3. The Client must not disclose the primary identifier - the Transfer number, as well as any other Transfer details, including the Recipient's information, to third parties.

5.4. The Client agrees to conduct Transfers solely for personal (private) purposes unrelated to the Client's commercial activities.

5.5. The Client is obliged to ensure the legal origin, lawful ownership, and right to use the transferred and/or received funds.

5.6. If the Client conducts a Transfer for the benefit of a third party, who is not the designated Recipient, i.e., in the presence of a beneficiary, the Client agrees to provide the Bank with information about the beneficiary prior to initiating the Instruction. This information includes the beneficiary's full name, date and place of birth, citizenship, document details verifying their identity (such as series and number, date of issue, issuing authority, division code, expiry date, if applicable), and any other details required by the legislation of the Russian Federation.

5.7. The Client agrees not to engage in unlawful activities (which, at the sole discretion of the Bank, may include actions constituting a crime, administrative offense, failure to fulfill civil obligations to any third parties, money laundering of proceeds obtained by criminal means, or financing terrorism), including:

5.7.1. not to use the Service for providing or collecting funds for financing organized groups, illegal armed formations, criminal associations (criminal organizations), totalitarian, occult-religious, mystical, and similar associations, manifestations of religious, ethnic, confessional extremism;

5.7.2. not to use the Service to carry out payment transactions or receive payment for items that have been withdrawn from circulation or are restricted in circulation;

5.7.3. not to engage in illegal financial operations, illegal trade, operations for the laundering of proceeds obtained by criminal means, and any other operations in violation of the legislation of the Russian Federation;

5.7.4. not to engage in operations aimed at systematic profit extraction or income concealment;

5.7.5. not to use the Service to conduct any operations related to the dissemination of information, goods, works, services that promote hatred, violence, racial or religious intolerance, Nazi or similar attributes and/or symbolism, incite overthrow of government authorities and change of the state system, illegal destruction of property, rebellion, mass disorder, or any other extremist activities;

5.7.6. not to conduct transactions, whether directly or indirectly, related to financing terrorism or the financing of the proliferation of weapons of mass destruction;

5.7.7. not to engage in any other direct or indirect assistance to illegal financial activities, illegal entrepreneurial activities, sale of goods and services promoting economic benefit from criminal activities, and any other illegal operations that may be criminally punishable, subject to judicial proceedings, and pose a threat to the loss of business reputation;

5.7.8. The Client is not entitled to conduct transactions aimed at financing the political activities of individuals, legal entities, including non-profit and public organizations.

5.8. The Client has the right to submit a claim to the Bank regarding the quality of the provided Service.

5.9. The Bank is obliged to execute the Client's Instruction in accordance with the terms of this Offer.

5.10. When executing the Transfer, the Bank is obliged to comply with the current legislation of the Russian Federation, regulatory documents of the Bank of Russia, rules of payment systems, and the terms of this Offer.

5.11. The Bank is entitled to charge the Client a commission for executing the Transfer in accordance with the Terms.

5.12. The Bank is required to publish the full text of this Offer in the Application.

5.13. The Bank is obliged to inform the Client about the amount of remuneration for providing the Service through the Application before accepting the Instruction for execution.

5.14. The Bank reserves the right to unilaterally make changes or additions to the Agreement at any time, with prior notification to the Client in the Application. This includes changes or additions to the procedure and conditions for submitting Instructions for executing Transfers, as well as the procedure for conducting transactions, restrictions on amounts and types of transactions. The specified changes or additions to the Agreement come into force from the date of the Client's acceptance of the new version of this Offer in the Application. In case the Client refuses to accept the Bank's offer to change the terms of the Agreement, the Client has the right, within three calendar days from the date of posting the new version of the Offer in the Application, to unilaterally refuse to perform the Agreement by sending a corresponding notification to the Bank through the Application. This method of refusing to perform the Agreement may be unavailable to the Client in case of the Client's indebtedness to the Bank under any obligation, the presence of a balance of electronic funds, and in other cases determined at the discretion of the Bank.

5.15. The Bank reserves the right to refuse the Client to use the Service, including in the event of doubts about the legality of the Client's actions, as well as providing inaccurate information about the Subscriber number and the existence of an inactive agreement for mobile communication services concluded by the Client with a mobile operator.

5.16. The Bank and the Company undertake to ensure the confidentiality of any information received by the Bank from the Client in the course of executing the Agreement.

5.17. For the purpose of providing the Services to the Client on the terms of this Offer, the Bank has the right to engage third parties, while remaining responsible for the actions/inactions of such third parties.

5.18. The Bank has the right to refuse to execute the Client's instruction to carry out an operation in accordance with Article 7, Clause 11 of Law No. 115-FZ and other provisions of legislation.

5.19. The Bank has the right to apply measures to freeze (block) funds or other property in accordance with subparagraph 6 of paragraph 1 of Article 7 of Law No. 115-FZ.

5.20. The Bank reserves the right to refuse the Client to carry out Transfers in case of violation of the terms of this Offer by the Client.

5.21. The Bank has the right to request from the Client documents and information specified in this Agreement, as well as by the legislation of the Russian Federation.

5.22. When fulfilling their obligations under the Agreement, both parties (the Client and the Bank), along with their affiliated entities, employees, or intermediaries, shall not provide, offer, or allow the provision of any funds or assets, directly or indirectly, to any individuals to influence their actions or decisions in order to obtain unlawful advantages or pursue any other unlawful objectives. Neither party, nor their affiliated entities, employees, or intermediaries, shall engage in actions classified under applicable law as bribery or commercial bribery, or actions violating the requirements of applicable legislation and international acts aimed at combating the legalization (money laundering) of proceeds obtained by criminal means. If either party suspects or becomes aware of a potential breach of any provisions of the Offer, they shall promptly notify the other party. The notification must include factual evidence or materials that accurately confirm or provide reasonable grounds to believe that a breach of any provisions of the Offer has occurred or may occur, involving actions classified under applicable law as bribery or commercial bribery, or actions violating the requirements of applicable legislation and international acts aimed at combating the legalization of proceeds obtained by criminal means. Upon receiving such notification, the affected party has the right to suspend the performance of obligations under the Agreement until it receives confirmation that no breach has occurred or will occur. This confirmation must be provided within 10 (ten) business days from the date of the notification.

6. RESPONSIBILITY

6.1. In case of failure to fulfill and/or improper fulfillment of their obligations under the Agreement, the Parties are liable in accordance with the terms of this Offer and the current legislation of the Russian Federation.

6.2. The Bank is not liable for the non-performance and/or improper performance of obligations under the Agreement if such failure or improper performance occurred due to the fault of the Client and/or other payment participants.

6.3. The Bank is not responsible if the Client makes an error when forming the Instruction.

6.4. The Bank is not responsible in the event that the transfer amount is credited to the Recipient's Card with a violation of deadlines and/or other requirements established by the rules of payment systems, the Agreement, and/or the applicable legislation of the Russian Federation, applicable foreign law due to the fault of the Client, Recipient, and/or other payment participants.

6.5. The Bank is not responsible for the Client's inability to use the Application, including the inability to form and submit Instructions to the Bank for executing Transfers.

6.6. The Bank is responsible for reimbursing the Client for the amounts of transactions made without the Client's consent, in accordance with the requirements of Federal Law No. 161-FZ dated June 27, 2011, "On the National Payment System." The basis for refusing to pay such reimbursement is the Client's violation of the procedure for using the electronic payment instrument.

7. ADDITIONAL CONDITIONS

7.1. The relations between the Parties in the execution of the Agreement are governed by the current legislation of the Russian Federation, internal documents of the Bank, rules of payment systems, and this Agreement (including all supplements and amendments thereto).

7.2. If the currency of the transfer specified in the Instruction differs from the Client's account currency or the balance of the Client's electronic funds, the conversion of funds for the Transfer shall be conducted at the Bank's exchange rate on the date of execution of the corresponding Instruction by the Bank. Simultaneously with submitting the Instruction to the Bank, the Client authorizes the Bank to perform the relevant currency exchange operation.

7.3. By concluding an Agreement under the terms of this Offer, the Client consents to the processing of his personal data by the Bank and the Company on the terms of the Consents to the processing of personal data provided by the Client to the Bank and the Company. These Consents are located in the Application and on the Service's website, located at the link: <https://id-pay.ru/>.

7.4. By entering into the Agreement under the terms of this Offer, the Client confirms that prior to concluding the Agreement, they have received from the Bank the following information, which is comprehensible to the Client:

7.4.1. regarding the name and location of the Bank, as well as its license number for conducting banking operations;

7.4.2. about the amount of the Bank's remuneration (commission) for providing the Service and the procedure for its collection;

7.4.3. about the method of determining the exchange rate used when transferring funds in foreign currency (in case of different currency of the funds provided by the Client and the currency of the transferred funds);

7.4.4. about the methods and procedures for presenting claims and the process of their consideration, including contact information for communication with the Bank;

7.4.5. about the methods and procedures for conducting activities aimed at the identification/simplified identification of the Client, as well as the designated recipient of the transfer by the Client, in cases where identification/simplified identification is necessary under the requirements of Russian legislation on combating money laundering and terrorist financing, and/or internal Bank documents;

7.4.6. about the terms of using the Electronic Payment Instrument, including in standalone mode;

7.4.7. about the terms of using the Electronic Payment Instrument with the application, including by placing such information on the Bank's official website on the Internet;

7.4.8. about the methods and locations for transferring Electronic Funds;

7.4.9. about the methods and locations for the Client to provide funds to the Bank.

7.5. The Client ensures that the Transfer, for which the Client has submitted an instruction via the Application, is not linked to the Client's business activities or professional pursuits (including roles such as a private notary, lawyer establishing a law firm, or any other individual whose professional endeavors require state registration and/or licensing according to federal laws). The Client also confirms that the Transfer is of a private, one-time nature and is intended for the recipient's current expenses.

7.6. The Client confirms that:

7.6.1. he, his spouse, his close relatives (relatives in direct ascending and descending line (parents and children, grandparents and grandchildren), full and half-brothers and sisters (sharing the same father or mother), adoptive parent and adopted children) are not currently and have not been in the past year foreign public officials, and he does not act on behalf of a foreign public official;

7.6.2. he is not a leader or founder of a public or religious organization (association), charitable foundation, foreign non-profit non-governmental organization, its branch, or representative office operating on the territory of the Russian Federation, and does not act on behalf of a public or religious organization (association), charitable foundation, foreign non-profit non-governmental organization, its branch, or representative office operating on the territory of the Russian Federation.

7.6.3. he is not a close relative of individuals included in the List of Extremists;

7.6.4. he is not an official of public international organizations, nor does he hold positions in the government of the Russian Federation, the Board of Directors of the Central Bank of the Russian Federation, federal public service positions, appointments and dismissals from which are made by the President of the Russian Federation or the Government of the Russian Federation, positions in the Central Bank of the Russian Federation, state corporations, and other organizations created by the Russian Federation based on federal laws, included in the lists of positions determined by the President of the Russian Federation;

7.6.5. he has a satisfactory financial position;

7.6.6. he has a positive business reputation.

7.7. By entering into the Agreement under the terms of this Offer, the Client guarantees that the conclusion of the Agreement under the terms of this Offer and the execution of Transfers are not aimed at the legalization (laundering) of income obtained by criminal means and financing of terrorism.

7.8. When executing a Transfer under the conditions of this Offer, the Client commits to:

7.8.1. provide information about their beneficial owners. In case of failure to provide the specified information, the beneficial owner shall be deemed to be the individual who is the Client themselves;

7.8.2. provide information about the sources of funds upon request from the Bank.

7.9. By entering into the Agreement under the terms of this Offer, the Client acknowledges that they have reviewed the conditions of this Offer and accept them without any reservations or restrictions on the terms of adherence.

7.10. By accepting the terms of this Offer, the Client confirms that they are aware of the heightened risks associated with the use of electronic payment instruments, including, but not limited to: the risk of financial losses; the risk of technical device duplication; the risk of message alteration; the risk of access code and password loss (theft); the risk of transaction failure; the risk of conflicts beyond the Bank's control; the risk of unauthorized use of electronic payment instruments by third parties without the Client's permission; the risk of interception by third parties in communication channels during the transmission of access codes and passwords, client information, information on conducted transactions, information on payment recipients, as well as other client-related information.

8. LICENSE AGREEMENT

8.1. The Company is the rightful owner of the software necessary for the functioning of the Application. The Bank is duly authorized by the Company to provide the Application to Clients under the terms of this Offer. The provisions of this section of the Offer constitute the terms of the License Agreement between the Company and the User (Client) (hereinafter referred to as the "License Agreement") on the use of the software

necessary for the functioning of the Application in accordance with Article 1286, Clause 4 of the Civil Code of the Russian Federation.

8.2. The Company gratuitously grants the Client the right to use the Application for the purpose of providing Services on the condition that the Client fulfills the obligations listed in this Offer.

8.3. The License Agreement does not entail the transfer of any rights to the Client concerning the Application, except those explicitly outlined in this Offer or owned by the Client in accordance with Russian legislation. Other rights of the Bank and the Company to the Application are protected by Russian legislation, international treaties, and other laws and agreements governing relationships related to the Application.

8.4. The License Agreement is non-commercial in nature and does not constitute a basis for monetary transactions or the transfer of any other material valuables.

8.5. The Client agrees not to use trademarks associated with the Application, as well as not to modify, merge, or transfer copies of the Application.

8.6. The License Agreement comes into effect upon the registration of the Client's Account. The commencement of the use of the Application signifies the Client's agreement with all the provisions of the License Agreement.

8.7. The License Agreement terminates:

8.7.1. upon the Client's initiative when ceasing the use of the Application;

8.7.2. at the initiative of the Bank and/or the Company in the event of the Client's breach of the terms of the License Agreement and/or the Agreement entered into under the terms of this Offer.

8.8. The Application is provided to the Client "as is", without any warranties. The Bank and/or the Company are not liable for any damages or losses incurred by the Client or third parties associated with the use of the Application contrary to the terms of the License Agreement or the description of the Application's operation provided by the Bank and/or the Company, including, but not limited to, adverse effects on the Client's software, Client's hardware, and internet connections.

8.9. The Client is not entitled to use the Application to create derivative works from it.

8.10. If the Client intends to terminate the License Agreement on their own initiative or upon receiving notification from the Bank and/or the Company about the termination of the License Agreement, the Client must cease using the Application within one day.

8.11. Revealing the technology of the Application is prohibited. This restriction is aimed at ensuring the security and smooth operation of the Application.

8.12. When using the Application to make a Transfer to the Bank in automatic mode, information about the operating system of the Client's gadget (smartphone) and the version of the Application being used is automatically transmitted.

8.13. For any technical support inquiries, clients can reach out via the feedback form within the Application.

9. DISPUTE RESOLUTION

9.1. For submitting a claim/statement to the Bank, the Client sends the claim/statement by postal mail to the postal address of the Bank specified in the Agreement. Claims/statements must be in written form, indicating the client's surname, first name, patronymic (if any), passport details, residential address (registration address) or current address of the Client, as well as the Client's bank account details (if necessary for the purpose of executing the claim/statement), postal address for sending a response, and the client's contact phone number. The claim/statement must contain the client's handwritten signature, as well as any other documents confirming the content of the claim/statement; otherwise, consideration of the client's claim/statement due to insufficient data may be difficult or impossible. If necessary, the claim/statement should also be accompanied by a bank card statement of the Client, containing the card number, information about the Client (including surname, first name, patronymic), details of the funds withdrawal transaction (amount, date and time of transaction, description of transaction), as well as copies of the second and third pages of the Client's passport. Additionally, a citizen of the Russian Federation must attach a copy of the passport page with current registration address details.

9.2. Claims and complaints submitted in accordance with clause 7.1 of the Agreement are reviewed by the Bank within 60 (sixty) days for disputes related to cross-border Transfers and 30 (thirty) days in other cases from the date of receipt, unless the legislation or regulatory acts of the Bank of Russia establish a different period for considering claims.

9.3. If it is not possible to reach an agreement amicably, disputes shall be resolved in accordance with the current legislation of the Russian Federation.

9.4. This Offer has also equivalent versions in Russian and Armenian languages. In case of any discrepancies in interpretation of the Offer texts in the Russian language and the English and/or Armenian versions of the Offer, the Russian version of the Offer shall prevail.

10. CONTACT INFORMATION AND DETAILS

10.1. Bank: Public Joint Stock Company "Sovcombank"

Location: 156000, Russian Federation, Kostroma city, Textilshchikov Avenue, Building 46.

Correspondent account: 30101810300000000743 in the Kostroma Region Branch of the Central Bank of the Russian Federation's Main Directorate for the Central Federal District

BIC: 043469743

Taxpayer Identification Number (INN): 4401116480, Tax Registration Reason Code (KPP): 440101001

Primary State Registration Number (OGRN): 1144400000425

OKPO: 09139030, OKVED: 64.19

Phone: 8-800-100-000-6

Contact email address for official notifications: info@sovcombank.ru

10.2. Company: Limited Liability Company "Universal Payment Technologies" (LLC "UPT")

Location: 123112, Moscow, Presnenskaya Naberezhnaya, Building 12, Floor/Office 33/33

Taxpayer Identification Number (INN): 9703011965

Revision as of April 14, 2025