

AGREEMENT ON THE USE OF THE SERVICE « «P2P.DENGISEND.COM»»

This Agreement is concluded between the Limited Liability Company "SBC Technologies", registered under the laws of the Russian Federation under Primary State Registration number 1137746293343 dated March 04, 2013 (hereinafter -"Operator") and an individual using the service for transferring money from card to card «p2p.dengisend.com ».

1. PREAMBLE

1.1 This Agreement in accordance with Art. 428 of the Civil Code is an agreement of adherence. The current version of the Agreement is posted on the website of the Service Operator on the Internet at: https://p2p.dengisend.com/offer_dengisend.pdf

In the event of a difference in the current version of the Agreement from the version posted on the website of the Service Operator, the provisions of version of the Agreement placed on the Operator's website shall prevail.

2. TERMS AND DEFINITIONS

2.1 In this document, the terms written with a capital letter have the following meaning, unless the text of the Agreement provides otherwise:

2.1.1 **"Authorization"** means the procedure for requesting and receiving a response to such a request in the form of authorization or prohibition on carrying out the Transfer from the Issuer;

2.1.2 **"Acquiring Bank"** means a credit organization that carries out the entire complex of financial transactions related to the execution of settlements and payments by Cards;

2.1.3 **"The Currency of the Transfer"** means the Russian Ruble (RUR) for Internal Transfers, Euro (EUR) for Cross-Border Transfers (provided that the Sender's Card and the Recipient's Card are issued by the foreign Issuer), the Russian Ruble (RUR) for Cross-Border Transfers (provided that The Sender's Card was issued by the Issuer, that is a resident of the Russian Federation);

2.1.4 **"Verification"** means the procedure for additional authentication of the User, carried out using 3D-Secure technology, or "MirAccept", which allows to confirm matching of the User and Cardholder of Sender's Card in one person by requesting the User for a unique (one-time) password code for each Transfer sent to the Cardholder of the Sender's Card by SMS or requesting such a password code with a scratch card issued in advance to the Cardholder of the Sender's Card or otherwise, in accordance with the agreement between the Issuer and such Cardholder;

2.1.5 **"Cardholder"** means an individual in whose name the Card is issued by the Issuer;

2.1.6 **"Cardholder of the Sender's Card"** means a Cardholder, in whose name the Sender's Card is issued;

2.1.7 **"Request"** means the User's will for money transfer, made in electronic form using the Transfer Form and containing the Transfer Amount, the Details of the Sender's Card and the Number of the Recipient's Card;

2.1.8 **"The Registration Code"** means a unique sequence of digital symbols assigned by the Acquiring Bank in accordance with the agreement concluded between Acquiring Bank and the Payer, which allows to make Identification when performing Cross-Border Transactions;

2.1.9 **"Identification"** means an identification procedure carried out in accordance with the requirements of the Federal Law "On Prevention and Fight against Illegal

Income Legalization (Money Laundering) and Terrorism Financing” and the Regulations “On identification by credit institutions of customers, representatives of the client, beneficiaries and beneficial owners, in order to counteract the legalization (laundering) of proceeds from crime and the financing of terrorism”, approved by the Bank of Russia on August 19, 2004 No. 262-P;

- 2.1.10 **“Card”** means an instrument of non-cash payments, including those intended for the implementation of Transfers, the use of which in the process of making a Transaction serves as an identity of a Cardholder;
- 2.1.11 **“Sender’s Card”** means a Card, using the details of which the funds are debited from the Card Account of the Cardholder of the Sender’s Card when using the Service;
- 2.1.12 **“Recipient’s Card”** means a Card using the details of which the funds are credited to the Recipient's Card Account when using the Service;
- 2.1.13 **“Card Account”** means an account opened by the Issuer in the name of the Cardholder, the transfer for which is made using the Card;
- 2.1.14 **“Internal Transfer”** means a transfer made in Russian rubles from a Card Account opened and serviced by the Issuer being a resident of the Russian Federation to a Card Account opened and serviced by the Issuer being a resident of the Russian Federation;
- 2.1.15 **“Cross-Border Transfer”** means a transfer, in the implementation of which the Recipient’s Card and (or) the Sender’s Card is issued by the Issuing Bank, which is a foreign bank;
- 2.1.16 **“Commission”** means an amount that is payable by the User for provided Service, stipulated by this Agreement, charged by the Acquiring Bank in Russian rubles for Internal Transfer and in Euros for Cross-Border Transfers. Commission rates are set in Appendix No. 1 to this Agreement;
- 2.1.17 **“Card Number”** means a unique sequence of numbers printed or embossed on the front side of the Card;
- 2.1.18 **“Payment System”** means International payment system "Visa International", or International payment system "MasterCard Worldwide", or National payment system "MIR";
- 2.1.19 **“Recipient”** means an individual who is the Cardholder of the Card issued to the Card Account, to which the funds are credited in the framework of the Transfer;
- 2.1.20 **“User”** means an individual who is the Cardholder of the Sender’s Card who has made the adherence to the Agreement, in order to perform the Transfer;
- 2.1.21 **“Prepaid Card”** means a card issued without performing identification of the Issuer's Client;
- 2.1.22 **“Adherence”** to the Agreement means the commission by the person intending to use the Service of the concluding actions aimed at the implementation of the Transfer, which is a confirmation of familiarization with the text of this Agreement and unambiguous evidence of absolute and unconditional acceptance of the terms of this Agreement in full;
- 2.1.23 **“Details”** means the data indicated on the Card, namely: Card Number, validity period, CVV2 / CVC2-code, surname (name) of the Cardholder of the Sender’s Card, name of the Issuer, and other information indicated on the Sender's Card;
- 2.1.24 **“Details of the Transfer”** means the information necessary for carrying out the Transfer, which includes the following data: Details of the Sender's Card, the number of the Recipient’s Card, the Transfer Amount;
- 2.1.25 **“Service”** means services for providing financial settlements and information and technological interaction between settlements participants provided by the Operator in conjunction with the Acquiring Bank, which results in Internal Transfer or Cross-Border Transfer;

- 2.1.26 **"Payment System"** means software and hardware complex used by the Operator for the purposes of automated and secure payment reception through the Internet;
- 2.1.27 **"Parties"** means joint indication of the Operator and the User;
- 2.1.28 **"Transfer Amount"** means the amount of money in the Transfer Currency specified by the User when forming the Request, without taking into account the Commission;
- 2.1.29 **"Transfer"** means a financial transaction for the transfer of funds in the Transfer Amount from the Card Account opened in the name of the Cardholder of the Sender's Card to the Card Account opened in the name of the Recipient, performed using the Details of the Sender's Card and the Number of the Recipient's Card;
- 2.1.30 **"Form of the Transfer"** means a screen form placed on the Internet site "p2p.dengisend.com ", containing text fields intended for the User to specify the Details of the Transfer, and the "Make a Transfer" button;
- 2.1.31 **"Issuer"** means a credit organization that carried out the issue of the Card.

3. GENERAL PROVISIONS

- 3.1 The Contract is effective against the Service provided by the Operator and shall come into effect from the moment of adherence of the User to the Agreement.
- 3.2 The contract is valid until the Parties fulfill their mutual obligations.
- 3.3 Fixing the fact of adherence to the Agreement is carried out by the Operator in electronic form and is stored in the Payment System. Extracts from the Payment System can be used as evidence in the consideration of disputes, including in court.

4. SUBJECT OF THE CONTRACT

- 4.1 The Operator provides the User with the Service through the Internet site "p2p.dengisend.com "
- 4.2 In the process of providing services, the Operator performs the following actions:
 - 4.2.1 accepts and processes the Request received from the User;
 - 4.2.2 directs the Request to the Acquiring Bank;
 - 4.2.3 carries out the preparation of documents in electronic form, confirming the execution of the Transfer.
- 4.3 Financial settlements within the framework of the Transfer are made by the Acquiring Bank.

5. TERMS OF SERVICE

- 5.1 The Operator shall provide the Service in accordance with the terms of this Agreement, the requirements of the current legislation of the Russian Federation and the rules of the Payment Systems, while simultaneously meeting the following conditions:
 - 5.1.1 availability of technical facilities for the requested Transaction;
 - 5.1.2 successful verification of the Sender's Card, if the verification is carried out by the Acquiring Bank;
 - 5.1.3 successful Authorization on the Issuer's side of the Sender's Card;
 - 5.1.4 successful Authorization on the Issuer's side of the Recipient's Card;
 - 5.1.5 payment of the Commission by the Cardholder of the Sender's Card, as well as an additional commission of the Issuer for the Transfer, if such additional commission is provided for by the agreement between the User and the Issuer;

- 5.1.6 the absence of direct prohibitions on carrying out the Transfer provided for in this Agreement and the agreement on the basis of which the Sender's Card and / or the Recipient's Card is issued and maintained;
- 5.1.7 the absence of direct prohibitions on the conduct of a Cross-Border Transfer established by the Federal Law No. 173-FZ of December 10, 2003 "On Currency Regulation and Currency Control" and other regulatory documents in the implementation of Cross-border Transfers;
- 5.2 The Operator may refuse to provide the Service to a User without explaining the reasons for such refusal in the event of failure to comply with the conditions specified in clause 5.1 of the Agreement, and also if the Transfer requested by the User does not comply with the limitations established by this clause of the Agreement, namely:
- 5.2.1 Limitations on the types of Cards:
- Prepaid Cards;
 - Cards issued to the current account of the legal entity;
 - other types of cards, prohibition or limitations on carrying out of Transfers by which are established by the Issuer and / or the Payment System, and / or the legislation of the Russian Federation.
- 5.2.2 limitations on the amount and number of Internal Transfers:
- The maximum amount of one Internal Transfer within the scope of the Service is 75 000 rubles, excluding the Commission;
 - the minimum amount of one Internal Transfer within the scope of the Service is 50 rubles, excluding the Commission;
 - the maximum amount of all Internal Transfers within the scope of the Service provided within 24 hours using the Sender's Card, or with respect to the Recipient's Card is 150,000 rubles, excluding the Commission;
 - the maximum amount of all Internal Transfers within the scope of the Service provided during the calendar month using the Sender's Card, or in respect of the Recipient's Card is 600,000 rubles, excluding the Commission.
- 5.2.3 The limitations for Cross-border transfers are specified in Appendix No. 2.
- 5.3 Limits on the amounts of Transfers are calculated by the Operator in the currency of the Russian Federation.
- 5.4 The Service is deemed to be properly provided and in full compliance with the Agreement, provided that the Request is transferred to the Payment System, namely:
- 5.4.1 as a result of Authorization by the Acquiring Bank, a permission was received to debit the funds in the Transfer Amount and the Commission from the Card Account of the Cardholder of the Sender's Card;
- 5.4.2 as a result of Authorization by the Acquiring Bank, an permission was received to credit funds in the Transfer Amount to the Recipient's Card account in the Transfer Currency;
- 5.5 Term of transfer of funds to the Recipient's Card account does not depend on the Operator and can range from a few minutes to three business days (for Internal Transfers).
- 5.6 The Operator shall not be liable in cases when the transfer of funds to the Recipient's Card account is made with violations of the terms and other requirements established by the rules of the Payment Systems, the Agreement, the legislation of the Russian Federation, or the legislation of the foreign state through the fault of the Issuer, the Acquiring Bank or other participants in mutual settlements.
- 5.7 The Operator shall not be liable for errors made by the User in the preparation of the Request, including the User's incorrect indication of the Recipient's Card

Number, the Details of the Sender's Card, the Transfer Amount in the corresponding text fields of the Transfer Form.

6. PROCEDURE FOR CALCULATING AND CHARGING THE COMISSION

- 6.1 For the provision of the Service, the Acquiring Bank shall withhold from the Cardholder of the Sender's Card the Commission in the Transfer Currency.
- 6.2 The commission is calculated from the Transfer Amount and is included in the total amount of the authorization request and is subject to withholding without additional requests (acceptance) of the Cardholder of the Sender's Card from the Card Account opened in the name of the Cardholder of the Sender's Card.
- 6.3 If at the time of authorization there is no sufficient amount on the Card Account opened in the name of the Cardholder of the Sender's Card to write-off the funds in the Transfer Amount and the Commission, the Acquiring Bank does not accept the Request and does not carry out the Transfer.
- 6.4 In the case of a Cross-border transfer using the Sender's Card issued by the Issuer who is a resident of the Russian Federation, the conversion of the Transfer Amount into the currency of the Recipient's Card account is carried out by the foreign Issuer at the internal rate established by such Issuer.
- 6.5 In the case of a Cross-border transfer using the Sender's Card and the Recipient's Card issued by foreign Issuers, conversion of the Transfer Amount into the Transfer Currency is effected by the Issuer of the Sender's Card at the rate established by such Issuer on the date of the Transfer. If the currency of the Recipient's Card account differs from the Transfer Currency, the Transfer Amount shall be converted by the Issuer of the Recipient's Card at the rate established by such Issuer on the date of receipt of the Transfer Amount.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 7.1 **The Operator has the right:**
 - 7.1.1 To require the User to strictly abide by the terms of the Agreement and pay the Commission for the provided Service.
 - 7.1.2 To refuse to provide the Services to User on the grounds established by the Agreement, the rules of the Payment System, or the legislation of the Russian Federation and also if the Operator or the Acquiring Bank establishes providing unreliable information by the User.
 - 7.1.3 To amend the Agreement unilaterally, including changing the amount and rules of calculation of the Commission. At the same time, the made changes become mandatory for the Parties from the moment they are posted by the Operator on the Operator's website at the address specified in clause 1.1 of this Agreement.
 - 7.1.4 To Process any information related to the personal data of the User, with or without the use of automation means, including collection, systematization, accumulation, storage, clarification, use, transfer (including cross-border transfer), depersonalization, blocking, destruction of personal data provided by Operator in connection with the conclusion of the Agreement, and other actions provided for by Federal Law No. 152-FZ of July 27, 2006 "On Personal Data".

The User agrees and authorizes the Operator to provide in whole or in part the information specified in the first paragraph of this clause to the Issuer of the Recipient's Card, the Acquiring Bank and / or the Payment System for the purposes of executing this Agreement and providing the User with technical support within the scope of the services rendered.
 - 7.1.5 To request additional information from the User, based on the request of the Acquiring Bank performing the Transfer, including for the purposes of Identification of User. Before the User provides the requested information, to

suspend the provision of the Service using the Sender's Card, for which additional information is requested by the Acquiring Bank performing the Transfer

- 7.1.6 To refuse to provide the Service to User unilaterally and without explaining the reasons for such refusal, including in the event of the identification of Transfers meeting the characteristics of doubtful transactions, or Transfers bearing reputational risks to the Operator and / or the Acquiring Bank, based on the requirements of the Acquiring Bank , and also if the Operator had suspicions that the Transfer is carried out with violation of the requirements of legislation of the Russian Federation, the rules of the Payment Systems or is fraudulent.

7.2 **The Operator undertakes:**

- 7.2.1 to provide the Service in the amount and in terms established by the Agreement;
- 7.2.2 prior to the moment of adherence of the User to the Agreement, to acquaint the User with the amount of the Commission expressed in the final amount. The commission is calculated automatically, based on the Transfer Amount specified by the User;
- 7.2.3 to provide secure storage of the Information about the Transfer In the Payment System in accordance with the latest PCI DSS security standard requirements;
- 7.2.4 to provide twenty-four-hour placement of the Agreement on website of the Operator at the address specified in clause 1.1 of this Agreement;
- 7.2.5 to keep confidential all information with respect to Details of the Transfer. The information specified in this clause may be provided by the Operator to third parties in exceptional cases provided for by the legislation of the Russian Federation;
- 7.2.6 to consider the claims of the Cardholder of the Sender 's Card on the quality of the provided Service in accordance with the rules for the provision of technical support specified in Article 8 of this Agreement;
- 7.2.7 to Inform the User about the results of transferring the Request to the Acquiring Bank by displaying a message with the result of transfer of the Request on the page of the website " p2p.dengisend.com ".

7.3 **The User has the right:**

- 7.3.1 to send the Operator a written claim on the quality of the provided Service within 30 (thirty) calendar days from the date of occurrence of the circumstances that served as a reason for sending a claim, provided that the User is the Cardholder of the Sender's Card;
- 7.3.2 to refuse the use of the Service at any time prior to adherence to the Agreement. In this case, no transfer is made, and no commission is charged.

7.4 **The User undertakes:**

- 7.4.1 to familiarize himself / herself with the Operator's website at the address specified in clause 1.1 of this Agreement, with the current version of this Agreement and the amount of the Commission charged prior to the moment of adherence to the Agreement;
- 7.4.2 not to use the Service as a way of accepting payment for goods and (or) work and (or) services, in connection with the implementation of business or private practice. The User shall use the Service exclusively for the purpose of making money transfers aimed at meeting personal (household) needs;
- 7.4.3 to pay the Acquiring Bank the Commission for providing the Service;
- 7.4.4 not to implement Transfers aimed at legalization of proceeds from crime, which contain signs of doubtful transactions in accordance with Bank of Russia documents, Transfers that violate the requirements of Federal Law No. 173-FZ of December 10, 2003 "On Currency Regulation and Currency Control", Transfers carrying reputational risks for the Operator, Transfers that are contrary to the rules of Payment Systems and (or) Transfers that are fraudulent transactions;
- 7.4.5 when using the Service, to provide reliable information requested by the Operator.

- 7.4.6 not to use the Details of the Sender's Card if the User is not the Cardholder of the Sender's card.

8. REGULATION OF TECHNICAL SUPPORT

- 8.1 Handling User complaints and technical support services are provided to Users exclusively by receiving and processing requests and sending responses to incoming requests by e-mail.
- 8.2 For the purposes of executing claim work and providing technical support services, the Operator places on the Internet site "p2p.dengisend.com" a contact request form located at: [https://p2p.dengisend.com /support](https://p2p.dengisend.com/support).
- 8.3 Technical support and claim work is carried out in the following order:
- 8.3.1 The user sends a request to the technical support email address using the contact form of the request, indicating the contact e-mail address to which the User requests a response to his request, the text of the request, the first six and the last four digits of the Card, the date of the Transfer and the Payment Amount.
- 8.3.2 The Operator or other person authorized by the Operator to provide technical support services registers the request received from the User, and as a result the request is assigned a registration number.
- 8.3.3 The Operator or other person authorized by the Operator to provide technical support services notifies the User by e-mail that his request has been accepted for consideration, as well as the timing of the consideration of the request and the timing of the response to such a request.
- 8.3.4 The response to the request must be provided to the User within 3 (three) business days, from the date of registration of the request, or within 3 (three) business days, from the date of receipt from the User of additional information requested by the technical support specialist, or provided on the User's initiative.
- 8.3.5 If it is necessary to obtain additional information, the technical support service specialist contacts the User within the time period specified in clause 8.3.4 of this Agreement and requests the necessary information.
- 8.3.6 In the event that the User does not provide additional information at the request of a technical support specialist within 1 (one) business day from the day the request is sent by the technical support specialist, the technical support specialist sends a reminder to the User that additional information is required.
- 8.3.7 In the event that the User does not provide additional information upon the request of a technical support specialist within 3 (three) business days from the date of sending a reminder about the need for additional information, the request is considered to be resolved and no further correspondence with the technical support service is made within the current request.
- 8.3.8 In the event that there are no additional calls to the technical support service from the User within the framework of the current request, within 3 (three) business days from the day the technical support specialist sends a response to the request, the request is considered to be resolved and no further correspondence with the technical support service is made within the current request.
- 8.3.9 The User shall be informed by the technical support service about changing the status of consideration of his request (subcl. 8.3.6 to 8.3.8 of this Agreement) by e-mail.

9. REQUISITES OF THE SERVICE OPERATOR

Limited Liability Company "SBC Technologies"

Address:	1, Marshala Novikova St. ,office 1307, Moscow, 123098, Russian Federation
Primary State Registration Number (OGRN):	1137746293343
Taxpayer Identification Number (INN):	7734698470
Tax registration reason code KPP:	773401001

RATES OF COMMISSIONS

1. INTERNAL TRANSFERS

For the implementation of Internal transfers, the Acquiring Bank charges a Commission of 1.5% of the Transfer Amount, but not less than 39 rubles.

2. CROSS-BORDER TRANSFERS

For the implementation of Cross-Border Transfers the Acquiring Bank charges a Commission of 5% of the Transfer Amount, but not less than 3 USD/ EUR.

LIMITATIONS ON IMPLEMENTATION OF CROSS-BORDER TRANSFERS

3. LIMITS FOR IMPLEMENTATION OF OTHER CROSS-BORDER TRANSFERS

Group	Eurozone		Transfers made to the territory of a state that is not a member of an Economic and Monetary Union	
	Daily	Monthly	Daily	Monthly
KYC 1	50 €	120 €	50 €	50 €
KYC 2	120 €	1 000 €	70 €	500 €
KYC 3	1 000 €	5 000 €	1 000 €	5 000 €

A group of limits is applied: «KYC 3».