

**AGREEMENT ON THE PROVISION OF FINANCIAL PAYMENT SERVICES FOR THE TRANSFER
OF FUNDS WITHOUT OPENING AN ACCOUNT
(public offer)**

LIMITED LIABILITY COMPANY "EUROPEAN PAYMENT SYSTEM" (HEREINAFTER REFERRED TO AS THE "Payment Institution"), represented by its director Myronenko Vitaliy Oleksandrovykh, acting on the basis of the Charter, on the one hand, and any person who has accepted this offer (hereinafter referred to as the "Payer"), have entered into this agreement on the provision of financial payment services for the transfer of funds without opening an account (hereinafter referred to as the "Agreement" or "Public Agreement") as follows:

1. TERMS AND DEFINITIONS

1.1. The terms have the following meanings:

1.1.1. **Site Administrator (Administrator)** is a legal entity that creates, modernizes, develops, administers and ensures the functioning of the Site. For the purposes of this Agreement, the Administrator is EAI FINTEC LLC (EDRPOU code 40042051, location and postal address: 03067, Kyiv, Garmatna St., 6, approx. 6,7);

1.1.2. **Verification** shall mean the establishment (confirmation) by the Payment Institution as the subject of primary financial monitoring of the compliance of the Payer's identity with the identification data received from him/her. Verification is carried out by the Payment Institution in cases and in accordance with the procedure established by the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction".

1.1.3. **Payment Instrument Holder** – an individual who legally uses a payment instrument to initiate a payment transaction from the relevant account to perform payment transactions or performs other transactions using the specified payment instrument. For the purposes of this Agreement, only the Electronic Payment Instrument (EPS) shall be used as a payment instrument;

1.1.4. **Remote communication means a means of communication** used in the process of concluding transactions for the provision of payment services (including for sending and receiving all necessary documents and information) and/or initiating payment transactions without the physical presence of the payment service provider and the user;

1.1.5. **Electronic means of payment (EPS or Payment Card)** – a payment instrument implemented on any medium containing in electronic form the data necessary to initiate a payment transaction and/or perform other transactions specified in the agreement with the issuer;

1.1.6. **Identification** – measures taken to establish the identity of the Payer by obtaining his/her identification data. Identification is carried out by the Payment Institution in cases and in the manner prescribed by the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction";

1.1.7. **Commission** – the amount of funds paid by the Payer to the Payment Institution for the transfer of funds in accordance with the established tariffs of the Payment Institution specified in Section 4 of this Agreement;

1.1.8. **Moment of irrevocability** - a certain point in time, after which the initiator cannot revoke the payment instruction and his consent to perform a payment transaction;

1.1.9. **Processing of personal data** – any action or set of actions, such as collection, registration, accumulation, storage, adaptation, modification, updating, use and distribution (distribution, sale, transfer), depersonalization, destruction of personal data, including with the use of information (automated) systems, in accordance with the internal documents of the Payment Institution and the current legislation of Ukraine;

1.1.10. **Transaction day** – the day during which the payer's payment service provider or the recipient's payment service provider involved in the execution of the payment transaction carries out its activities necessary for the execution of payment transactions;

1.1.11. **Transaction time** – the part of the payment service provider's business day during which payment and withdrawal instructions are accepted. The duration of the transaction time is set by the payment service provider independently and fixed by its internal documents;

1.1.12. **Transaction** – any deposit, transfer or withdrawal of funds, regardless of the legal relationship between the payer and the recipient, which is the basis for this. Within the framework of this Agreement, the Transaction shall mean a non-cash payment transaction for the acceptance of funds from the Payer, initiated by such Payer using the EPS (its details) in order to pay on the Internet the cost of the selectedBy the payer of goods/works/services with the subsequent transfer of funds to the Recipient's account;

1.1.13. **Recipient** – a person to whose account the amount of the Transaction is credited;

1.1.14. **Transfer of funds** – movement of a certain amount of funds in non-cash form for the purpose of crediting it to the Recipient's account;

1.1.15. **Personal data** – information or a set of information about an individual who is identified or can be

specifically identified;

1.1.16. **Payment instruction** – an order of the initiator - Payer to the Payment Institution regarding the execution of the Transaction.

1.1.17. **Payment device** – a technical device (website, software and hardware environment of a mobile phone, other device) that allows the user to initiate a payment transaction, as well as perform other operations in accordance with the functionality of this device;

1.1.18. **Payment system** – a system for performing payment transactions with formal and standardized agreements and general rules for processing, clearing and/or making settlements between participants of payment systems. For the purposes of this Offer - the International Payment System VISA International and MasterCard International, the National Payment System "PROSTIR" (NPS "PROSTIR"), etc.;

1.1.19. **Payment Institution shall mean** a legal entity (except for a bank, financial institution entitled to provide payment services, postal operator, public authority, local self-government body) that has received the right to provide all or certain financial payment services (except for payment services for the issuance and execution of payment transactions with electronic money) in accordance with the established procedure. In this offer, the Payment Institution is LIMITED LIABILITY COMPANY "EUROPEAN PAYMENT SYSTEM".

1.1.20. **Payer** – a person from whose account a payment transaction is initiated on the basis of a payment instruction;

1.1.21. **Website** – the Website (social project "Razom Donation Platform" or "Razom Platform") is located on the www.razom.com web page, which is administered by EAI FINTECH LLC (EDRPOU code 40042051, location and postal address: 03067, Kyiv, Garmatna St., 6, approx. 6,7), and which combines a set of files and application software, including to carry out transactions for the transfer of funds using EPS (their details) on the Internet. The Website has a set of files and application software of the Payment Institution, designed to carry out transactions for the transfer of funds using EPS (their details) on the Internet and meets the security requirements of PCI DSS (Payment Card Industry Data Security Standard);

1.1.22. **Fraudulent transaction shall mean** a money transfer transaction carried out with the help of a Payment Card, its duplication or use of information about its details without the permission of the PC Holder. A fraudulent transaction can be carried out with a lost/stolen/forged payment card, as well as with the use of fraudulently obtained data on payment card details necessary for the transfer of funds;

1.1.23. **PCI DSS** – Payment Card Industry Data Security Standard – a list of requirements for ensuring the security of data on payment instruments and their holders, developed by the Payment Card Industry Security Standards Council.

1.1.24. **The Razom platform** is a website on the Internet located on the www.razom.com website, owned and administered by EYI FINTEC LLC (EDRPOU code 40042051), and which allows transfers of charitable assistance directly to the accounts of the Defense Forces of Ukraine (military formations subordinate to the Armed Forces of Ukraine, the National Guard of Ukraine, the Territorial Defense Forces of the Armed Forces of Ukraine, as well as other established in accordance with the laws of Ukraine, military formations, law enforcement and intelligence agencies, special purpose bodies with law enforcement functions, which are entrusted by the Constitution and laws of Ukraine with the functions of ensuring the defense of the state) (hereinafter referred to as HF), which are opened in the State Treasury Service of Ukraine.

1.2. *Other terms in the Agreement are used in the meanings used in the laws of Ukraine, normative legal acts, including those of the National Bank of Ukraine, which regulate activities in the field of provision of financial payment services in Ukraine.*

2. GENERAL PROVISIONS

2.1. This Agreement is a public offer (offer) of LIMITED LIABILITY COMPANY "EUROPEAN PAYMENT SYSTEM" to an unlimited number of individuals for the provision of financial payment services for the transfer of funds without opening an account, through the use of electronic means of payment (their details), and the subsequent transfer of funds in non-cash form in favor of the Recipients (hereinafter referred to as the Service).

2.2. This Agreement has been developed in accordance with the requirements of the Civil Code of Ukraine, the Law of Ukraine "On Payment Services", the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction", the Rules of NPS "PROSTIR", international payment systems VISA International and MasterCard International, internal rules of the Payment Institution and other laws and regulations, in particular normative legal acts of the National Bank of Ukraine.

2.3. This Agreement comes into force in accordance with Articles 633, 641, 642 of the Civil Code of Ukraine and its terms are the same for all users. The fact that the Payer initiates a Transaction (by clicking on the "Pay" button or a soft button with a different name, which is similar in its semantic meaning to the name "Pay", "Execute a transaction", "Transfer", etc.) is an order of the Payer to the Payment Institution to execute the Transaction

(payment instruction) and certifies full and unconditional acceptance of the terms and conditions of this Public Agreement (acceptance of the offer), as well as indicates that the Payer understands the significance of his actions, all the terms of the agreement are clear to him, he is not under the influence of pressure, deception, violence, threats, etc. By the actions specified in this clause, the Payer also confirms the full and unconditional acceptance of the terms and conditions and consent to the Privacy Policy and the procedure for processing personal data of EUROPEAN PAYMENT SYSTEM LLC, which is posted on the website of the www.paypong.ua Payment Institution.

2.4. Prior to accepting this Offer, the Payer shall be provided with an unimpeded opportunity to get acquainted on the website of the Payment Institution www.paypong.ua with information about the Payment Institution, on the procedure and terms for the provision of money transfer services provided by the Payment Institution, on consumer protection mechanisms, contact information (address, phone number, etc.) of the National Bank of Ukraine and consumer protection authorities, and other information required for disclosure to the Payer before entering into agreements with the Payer of the Agreement, in particular in accordance with the requirements of Article 30 of the Law of Ukraine "On Payment Services".

2.5. By accepting this Offer, the Payer confirms that the information specified in clause 2.4 of this Offer has been provided to the Payer by the Payment Institution in full and the Payer is familiar with it.

2.6. By accepting this Offer, the person who has joined it confirms that:

- he/she has the necessary amount of civil capacity (he/she is an adult, capable person who is aware of the significance of his/her actions and can manage them);
- is familiar with the terms and conditions of this Agreement;
- the terms of the Agreement are clear to him/her and do not contain unfavorable and/or burdensome conditions, as well as conditions that such a person, based on his/her interests, would not accept if he/she had the opportunity to participate in determining the terms of this Agreement;
- all information it provides in the course of receiving the Services is accurate, reliable and complete;
- he/she grants permission to process, verify, transfer his/her Personal Data in accordance with section 7 of this Offer;
- is familiar with the information on the Payment Institution, the financial payment service provided under this Agreement, methods of communication, security measures and other information provided by the Payment Institution prior to the conclusion of this Agreement in accordance with the requirements of the current legislation of Ukraine, in particular the Law of Ukraine "On Payment Services", and published on the website of the Payment Institution.

2.7. The payment institution operates on the basis of the license of the National Bank of Ukraine for the provision of financial payment services (transfer of funds without opening an account) No. 21/761-rk dated April 25, 2023.

3. SUBJECT OF THE CONTRACT

3.1. This Agreement defines the terms, conditions, procedure for transferring funds, the amount of the commission, withdrawal of consent to the execution of the Transaction, the procedure for resolving disputes between the Payment Institution and the Payer in the process of transferring funds in favor of the Recipients, etc.

3.2. The Payer initiates a payment transaction by providing a Payment Instruction using the EPS or using the ZDK and in accordance with the terms of clause 2.3 of this Agreement.

3.3. Under the terms and conditions of the Public Agreement, the Payer instructs, and the Payment Institution shall:

- acceptance of the Payment Instruction from the Payer for execution, in the form of its acceptance of this Agreement and in accordance with the terms of clause 2.3 of this Agreement;
- acceptance of funds under the Payer's Transaction received to the account of the Payment Institution for further transfer of funds in favor of the Recipient (completion of the transfer of funds) determined by the Payer or ensuring the completion of the transfer through the relevant Payment System/partner bank;
- notification of the Recipient or the Recipient's payment service provider about the initiation by the Payer of the transfer of funds in favor of the Recipient through information exchange (if such information exchange is provided for by the relevant agreement).

3.4. The terms and conditions of this Agreement are the same for all Payers in accordance with Articles 633, 641 of the Civil Code of Ukraine.

4. THE PROCEDURE FOR CONDUCTING THE OPERATION AND THE COST OF SERVICES

4.1. The Payment Institution provides the possibility for the Payer to initiate the Transaction on the Website, displaying the information/providing access (by displaying its image on the Payment Device and/or providing a link to download it in the form of a file and/or sending it to the e-mail address) before initiating the Transaction by

the Payer:

- 1) the maximum time for the execution of a payment transaction;
- 2) commission fees and other fees (if any) that the payer must pay in the process of performing a payment transaction (if technically possible, each commission fee must be indicated separately), and the total amount of funds required to perform a payment transaction.

Such information in the aggregate allows the Payer to verify that the Transaction it intends to initiate is correct and proper.

4.2. When initiating a Transaction, the Payment Institution shall ensure receipt from the Payer of the data necessary for the identification/verification of the Payer and/or the Payer's contact information, in accordance with the requirements of the current legislation of Ukraine.

4.3. Initiation of the Transaction using the EPS is carried out by entering the EPS data and other details provided for by law by the Payer on the Website and/or Mobile Application. A prerequisite for the successful initiation of the Transaction is the entry of correct data of the EPS, which has not expired and which is not blocked by the issuing bank.

4.4. The Payment Institution obtains the Payer's consent to execute the Transaction. The Payer's consent to perform the Transaction is the performance of actions that unequivocally indicate the Payer's desire to transfer funds on the terms and conditions specified in this Agreement in favor of the Recipient specified by him/her, including: confirmation of consent in the interface of the Payment Page/ZDK, in accordance with the functionality by filling out forms, pressing buttons, entering the Payer's EPS data, etc.

The Payer may set up one or more transfers (further transfers) that the Payer instructs the Payment Institution to make in the amount and within the period determined by the Payer, in the form of recurring payments, which in turn will be valid until the Payer decides to disable such settings in the settings of his/her personal account located on the Website.

4.5. Initiation of a payment transaction is completed from the moment of acceptance of the Payment Instruction for execution by the Payment Institution.

4.6. The Payer's consent to perform the Transaction and the payment instruction may be revoked by the Payer at any time, but not later than the Moment of Irrevocability. A payment instruction can only be revoked in full.

In order to revoke the Payment Instruction, the Payer shall provide the Payment Institution with an order in any form, both in electronic and paper form. The Payment Institution shall consider the application for withdrawal of the Payment Instruction on the Operational Day on which it was received from the Payer.

4.7. After the funds are debited from the Payer's account or the value date of the Payment Instruction is reached, the Moment of Irrevocability occurs. The occurrence of the Moment of Irrevocability of the Payment Instruction in the Payment System may be determined by the rules of the relevant Payment System.

4.8. Upon initiation of the Payment Instruction, the Payment Institution shall provide the initiator with the following information by displaying its image on the Payment Page and/or providing a link to download it in the form of a file and/or sending it to the e-mail address provided by the Payer:

- 1) date and time of receipt of the payment instruction;
- 2) date and time of acceptance of the payment instruction for execution by the payer's payment service provider;
- 3) information on the refusal of the payer's payment service provider to accept the payment instruction for execution (in case of refusal);
- 4) other information provided for by the regulatory legal acts of Ukraine and the rules of Payment Systems.

4.7. The Payment Institution shall accept for execution the payment instruction provided by the Payer received by it during the operational time on the same business day, provided that the payment instruction is duly executed and there are no legal grounds for refusing to accept it. The payment institution shall accept for execution the payment instruction received by it after the end of the operating time no later than the next business day.

4.8. The execution of the Payment Instruction shall be carried out within the business day from the date of acceptance for execution of the Payment Instruction, but in any case within a period not exceeding three business days from the date of initiation of the Funds Transfer.

4.9. If the acquiring bank or the bank that ensures the operation of the CPA refuses to execute the Transaction for any reason, the Payment Institution refuses to accept the Payment Instruction to the Payer under this Agreement.

4.10. When executing Transactions initiated by Payers, the Payment Institution acts as a participant in the relevant Payment System in accordance with the rules and procedures adopted by this Payment System.

4.11. By accepting the terms and conditions of the Public Agreement, the Payer agrees to pay the transfer fee (if any) established by the Payment Institution during the transfer, in accordance with the terms and conditions of this Agreement. The Payment Institution shall notify the Payer that the right to receive the commission (part of the fee) may be transferred by the Payment Institution to banks or other persons who are the owners of the Payment Devices, in cases where the Payment Institution uses their Payment Devices to transfer funds on contractual terms.

4.12. The amount of commissions is set and changed by the decision of the Payment Institution, and may differ

depending on the amount of payment, the Recipient of funds, the category of Payers, the type of EPS, the type of payment card, the Payment System, etc. The fee may be determined by the Payment Institution as a percentage of the amount of the Transaction or a fixed amount. At the same time, if the Payer has used the services of the Payment Institution, he/she thereby agrees to carry out the Transaction on the terms of payment of commissions established by the Payment Institution.

4.13. The Payer shall pay a fee to the Payment Institution, simultaneously with the initiation of the Transaction, in the amount of:

№	Type of operation	The amount of commission payable by the Payer
1	Payment of charitable contributions and donations on the Razom Platform	Not provided

4.14. The Transaction is considered completed from the moment the amount of the Transaction is credited to the Recipient's account.

4.15. Upon completion of the Transaction, the Payment Institution shall provide the Payer with the following information in the form of a receipt or other document for the transaction using the EPS:

1) information that allows the payer to identify the completed Transaction and information about the recipient (if technically possible);

2) the amount of the Transaction in the currency of the payer's account and in the currency of the Transaction;

3) the amount of all commission fees and fees withheld from the payer for the execution of the Transaction (if there is a commission fee of the Payment Institution);

4) the date and time of acceptance for execution of the payment instruction, the date of value.

4.16. A receipt/document for a transaction with the use of EPS in pursuance of the Payment Instruction may be provided by displaying its image on the screen of the Payment Device and/or in printed form, if the Payment Device provides such a possibility, and/or by sending the document to the Payer's e-mail address in response to the Payer's e-mail address help@paypong.ua. A receipt/document for a transaction with the use of EPS shall not be provided to the Payer in case of refusal to receive it by the latter.

4.17. Disclaimer. A receipt/document for a transaction with the use of EPS confirms the fact of initiation of the transaction by the Payer, but cannot be a guarantee of receipt of funds to the Recipient's account in cases specified in this Agreement.

4.18. In the event that in order to perform the Transaction, the Payer is required to enter and/or fill in any details when entering data through the Payment Device/Mobile Application, on the Internet, on the Website, etc., including the payment details of the Recipient, the Payer is responsible for the completeness and correctness of filling in the details. The Payment Institution is not responsible for the correctness of filling in the details of the Recipient in whose favor the Transaction was initiated and executes the Payment Instruction according to the details specified/selected by the Payer.

4.19. If the Payer initiates a Transaction using the EPS of the Payment Systems, the Payer and the Payment Institution shall be subject to the obligations under this Agreement, subject to the rules of the Payment System.

4.20. The Payment Institution carries out identification/verification of the Payer in accordance with the procedure and in cases provided for by the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction".

5. RIGHTS AND RESPONSIBILITIES

5.1. A payment institution has the right to:

5.1.1. Provide the Service to the Payer and receive remuneration for the provision of the Service;

5.1.2. Set restrictions (limits) on the permitted amounts of Transactions and other restrictions on Transactions and Payers according to various criteria, in accordance with the legislation of Ukraine, internal documents of the Payment Institution, as well as the requirements of partner banks and operators of Payment systems.

Disclaimer. Limits (restrictions) on the use of payment instruments (if any) are provided to the Payer by displaying them in the relevant interface of the Payment Device;

5.1.3. Enter into agreements with banks, other financial service providers, payment institutions, technological

operators and involve third parties in order to organize the provision of Services;

5.1.4. Refuse the Payer to execute the Transaction in the following cases:

- if the Payment does not meet the established restrictions on the amount of the Transaction or other criteria in accordance with clause 5.1.2. of this Agreement;
- provided for in Art. 14, 15, 22, 23 of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction" and by-laws, including individual action, which regulate the specified area of legal relations;
- if the Payer or his/her actions are regarded by the Payment Institution as risky or fraudulent;
- if the Payment Institution has documents/instructions of the authorized state bodies prohibiting the performance of financial transactions by the Payer;
- if there are reasonable grounds to believe that the Payer uses stolen EPS or the Transaction has signs of erroneous or improper;
- in case of non-payment/incomplete payment by the Payer of the commission to the Payment Institution (if any).

If the Payment Institution refuses to accept the Payment Instruction provided by the Payer, it shall immediately notify the Payer thereof, indicating the reason for the refusal and a mandatory reference to the provisions of the law (if any). If the Payment Institution refuses to accept the Payment Instruction for any reason, such Payment Instruction shall be deemed not accepted for execution.

5.1.5. Suspend the execution of the Transaction in case of suspicion during the implementation of financial monitoring measures or on other grounds provided for by applicable law.

5.1.6. Suspend the acceptance of the Payment Instruction for execution for a period of no more than 24 hours for the period of scheduled preventive maintenance, elimination of detected failures or deficiencies;

5.1.7. Unilaterally, independently, based on market conditions, change the amount of commission for the Service, introduce other paid services.

5.2. The payer has the right to:

5.2.1. To equal access to the Services, to their timely and high-quality receipt;

5.2.2. Apply to the Payment Institution for clarification and promptly receive information on the issues of the Transfer, on the establishment and/or disabling of recurring payments that were set up by the Payer earlier;

5.2.3. Receive confirmation of the initiation of the Transaction in the form of a receipt/document for the transaction using the EPS in electronic form, indicating the information specified by the current legislation of Ukraine, including by sending a letter to the e-mail specified by the Payer, and in certain cases, at the request of the Payer – to ensure the provision of a paper receipt/document for the transaction using the EPS with the signature of the authorized person and a seal;

5.2.4. As a subject of personal data provided for in Art. 8 of the Law of Ukraine "On Personal Data Protection" in case of providing the Payment Institution with its personal data.

5.3. The payment institution is obliged to:

5.3.1. Ensure reliable operation and uninterrupted operation of systems during the provision of the Service, provide the Service under the terms of this Agreement and in accordance with the current legislation of Ukraine;

5.3.2. Provide, including by posting on its own website, comprehensive information regarding the terms of the Service, the amount of commission and the rules of the Payment Institution;

5.3.3. To keep confidential the information received from the Payer during the execution of the Transaction. The use of such information is carried out in compliance with the requirements of the Law of Ukraine "On Personal Data Protection" and the requirements for maintaining the secrecy of the payment service provider;

5.3.4. Ensure the electronic storage of the Payer's data and on the performed Transactions for 5 (five) years from the date of their execution and take the necessary measures for the security and protection of such information;

5.3.5. Provide proper information support to the Payer, post on the Website or on the official website of the Payment Institution or in Payment Devices to which the Payment Institution has appropriate access, up-to-date contact information and possible means of communication.

5.3.6. consider the Payer's applications (notifications) regarding the use of a payment instrument, erroneous, improper, non-accepted Transactions initiated with the use of such a payment instrument, provide the Payer with the opportunity to receive information on the progress of consideration of the application (notification) and notify in writing about the results of consideration of the application (notification) within the period provided by law for consideration of appeals (complaints) of citizens.

5.4. The payer is obliged to:

5.4.1. Comply with the requirements of the current legislation of Ukraine and the terms of this Agreement;

- 5.4.2. Initiate a Transaction exclusively with the use of the EPS, the legal Holder of which he is;
- 5.4.3. Pay the Payment Institution a fee for the provision of the Service (if any);
- 5.4.4. Refuse to initiate a Transaction in case of disagreement with any of the provisions of this Agreement;
- 5.4.5. When using the Service, not to violate the rights of third parties;
- 5.4.6. The Payer is obliged to ensure that payment instruments (EPS) and individual accounting information are kept secret, which excludes unauthorized access by third parties. The Payer is obliged to notify the issuing bank immediately after the information has become known to him/her in the manner and through communication channels provided for by the agreement between the issuing bank and the Payer about the fact of loss of the electronic means of payment and/or the fact of loss of individual accounting information.

6. LIABILITY OF THE PAYMENT INSTITUTION AND THE PAYER

- 6.1. The Payment Institution shall be liable to the Payer for non-performance or improper performance of Transactions in accordance with the law and the terms of the Agreement, unless it proves that the Transactions have been performed by it properly.
- 6.2. The Payment Institution shall not be liable for the quality of public communication channels and interruptions in the power grid, as well as the data transmission network through which the Payer accesses the Service.
- 6.3. The payment institution is liable only for documented real damage. The maximum amount of liability in any case may not exceed the amount of the Transfer.
- 6.4. The Payment Institution shall not be liable for temporary disability, malfunctions, errors and failures in the operation of the software, the Website or the ZDK, as well as for possible related losses of the Payer.
- 6.5. The Payer is responsible for the compliance of the information provided by the Payer when initiating the Transaction, in particular regarding the Recipient's details, contact information, etc.
- 6.6. The Payment Institution shall not be liable to the EPS Holder if the Transaction was initiated by another person who gained access to the EPS or EPS details.
- 6.7. The Payment Institution shall be exempt from liability for untimely or improper fulfillment of its obligations under this Agreement if the failure is the result of force majeure circumstances as a result of extraordinary events, such as military operations, strikes, disorder, accidents, natural disasters, epidemics, other publicly known circumstances or changes in the legislation of Ukraine, as well as other circumstances of an extraordinary nature that directly affect the fulfillment of the terms of this Agreement and which could not have been foreseen or prevented by reasonable actions.
- 6.8. The Payment Institution shall not be liable for refusing to execute a Transaction if the acquiring bank or the bank servicing the ZDC refuses to execute such a Transaction.
- 6.9. Protection of the Payer's rights as a consumer of financial payment services for the transfer of funds is carried out in accordance with the Law of Ukraine "On Protection of Consumer Rights" and other regulations of the current legislation of Ukraine. The payer has the right to file a complaint with the Payment Institution, the National Bank of Ukraine, other consumer protection authorities and the court.

7. PERSONAL DATA

- 7.1. By accepting this Agreement, the Payer/Recipient confirms that he/she is informed of the obligation of the Payment Institution, as the subject of primary financial monitoring, to ensure the processing of personal data for the purposes of the latter's compliance with the requirements of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction".
 - 7.2. The Payment Institution shall have the right to Process the Payer's personal data and other information, if such information becomes known to the Payment Institution during the provision of the Service, including for the purpose of offering new services. The payer is guaranteed the rights provided for by the Law of Ukraine "On Personal Data Protection", taking into account the status of the Payment Institution as a subject of primary financial monitoring.
 - 7.3. By accepting this offer, the Payer, as the subject of personal data, voluntarily gives his/her consent to the Payment Institution to process/transfer data by the Payment Institution for the performance of this Agreement.
 - 7.4. The Payment Institution undertakes not to transfer any information that became known during the provision of the Service to third parties, except for those engaged by the Payment Institution and participating in the provision of the Service, in particular: banks, technological operators of payment services, etc., as well as except for the provision of information at the request of the relevant state authorities.
- The Payer confirms that the Payment Institution has given its consent to the transfer of Personal Data and other information to such third parties in accordance with the terms of this clause and will not require notifications of the transfer of the Payer's Personal Data to third parties in accordance with the provisions of Article 21 of the Law of

Ukraine "On Personal Data Protection".

7.5. By accepting this Agreement, the Payer, as the subject of Personal Data, voluntarily gives his/her consent to the Processing of the Payer's Personal Data and confirms that he/she has been notified of the inclusion of his/her Personal Data in the Personal Data Database of the Payment Institution, as well as that he/she is aware of his/her rights determined by the Law of Ukraine "On Personal Data Protection".

7.6. The Payment Institution may use the received contact information (postal address, e-mail address, phone number) specified by the Payer when initiating the Transaction for the purpose of: providing a receipt and other documents for the transaction using the EPS, informing about changes in the terms of the Service, notifying about new services, clarifying the details specified by the Payer when initiating the Transaction, informing the Payer about the grounds for not performing the Transaction, Reports of various promotions, marketing activities, programs or promotional activities or surveys. The Payment Institution undertakes not to transfer this information to any third party, except for persons involved in the execution of the Transaction.

7.7. The Payment Institution has the right, and the Payer, by Accepting this Offer, grants the Payment Institution permission to provide other payment service providers with confidential information, as well as information containing the secret of the payment service provider, the secrecy of financial monitoring. The Payer confirms the granting of permission to the Payment Institution to transfer the specified information.

8. REFUNDS

8.1. The amount of funds under the Transaction that has been accepted for execution cannot be returned to the Payer by applying to the Payment Institution. The transfer of funds is refunded only under the condition of an appropriate agreement between the Payer and the Recipient, which are regulated by the regulatory legal acts of Ukraine.

8.2. Upon receipt of funds to the Recipient's account, any Payer's claims regarding the refund shall be sent directly to the Recipient, in accordance with the procedure provided for by the regulatory legal acts of Ukraine.

8.3. Refund of funds (payment) in the amount of the overpaid amount and/or the full amount paid by the Payer using the EPS under this Agreement is carried out in accordance with the Procedure for the return (transfer) of funds erroneously or excessively credited to the state and local budgets, approved by the Order of the Ministry of Finance of Ukraine dated 03.09.2013. № 787.

9. TERM OF THE CONTRACT

9.1. This Agreement is valid from the moment of its conclusion, i.e. from the moment of acceptance of the Agreement by the Payer. The Agreement shall be valid until the Parties fully fulfill their obligations under the Agreement to carry out a certain (one) Transaction.

9.2. In terms of legal force, this Agreement is equivalent to an agreement concluded in a simple written form.

10. PROCEDURE FOR AMENDMENT AND TERMINATION OF THE AGREEMENT

10.1. The Payment Institution reserves the right to amend the terms and conditions of this Agreement from time to time and without prior notice by posting a new version of the Agreement on the Website and/or a link to it. At the same time, the new terms and conditions for the provision of the Service shall be binding on the Payer from the moment of posting the new version of this Agreement, unless another term of entry into force of the amendments is additionally determined when they are posted.

11. DISPUTE RESOLUTION

11.1. All disputes, disagreements or claims arising out of or in connection with this Agreement shall be settled by the Parties through negotiations

11.2. The Payment Institution aims to assist in resolving any issue or dispute that may arise with the Payer. If the dispute cannot be resolved in an acceptable manner and within the Payer, such dispute shall be resolved in accordance with the current legislation of Ukraine.

11.3. The Payment Institution hereby represents and warrants that any complaint or claim of the Payer, whether oral or written, that may arise out of this Agreement will be considered by the Payment Institution.

11.4. Any requests from the Payer will be considered by the Payment Institution in the form in which such requests are received by the Payment Institution.

11.5. If it is not possible to resolve the dispute through negotiations, the Payer has the right to:

- filing a complaint against the actions or inaction of the Payment Institution to the National Bank of Ukraine and/or the State Service of Ukraine for Food Safety and Consumer Protection, whose contact information is published on the Payment Institution's website;

- dispute resolution in court in accordance with the current legislation of Ukraine.

11.6. The procedure for interaction between the Payment Institution and the Payer in case of fraud (suspicion of

fraud) or threat to the security of a payment transaction is described in the Procedure for Interaction with Consumers and the Procedure for Consideration of Consumer Appeals. The Payment Institution makes every possible effort to ensure interaction with users in the event of fraud or security threats around the clock and seven days a week.

12. FINAL PROVISIONS

12.1. In case of non-compliance of any part of the Public Agreement with the legislation of Ukraine, including in connection with the adoption of new legislative acts, it will be valid only in the part that does not contradict the legislation of Ukraine.

12.2. In cases not provided for in this Offer, the Payment Institution and the Payer shall be guided by the norms of the current legislation of Ukraine.

Payment Institution:

EUROPEAN PAYMENT SYSTEM LLC

Location and mailing address:

03067, m. Kyiv, Ivan Lepse Boulevard, bud. 4

USREOU code: 39269220

Official website: www.paypong.ua

Director V.O. Mironenko