

## FRAMEWORK CONTRACT

on payment accounts, e-money services, payment services and ancillary products for payment accounts of natural persons

**The payment service PROVIDER and electronic money issuer (hereinafter - Provider or BPAY)** „BPAY” L.L.C. (Limited Liability Company), Identification Number (IDNO) –1010600040527, represented by the administrator Artiom VASILIEV, acting under the company's articles of association, on the one hand, and

**the USER of payment services and electronic money (hereinafter - User):**

have agreed to conclude this contract subject to the following clauses:

### 1 GENERAL PROVISIONS

- 1.1 These General Conditions for payment accounts, electronic money services, payment services and products ancillary to payment accounts (hereinafter referred to as „General Conditions”) constitute the general contractual framework applicable to the relationship between the Provider in the person of the Limited Liability Company „BPAY” (hereinafter referred to as „BPAY”) and its clients / users who are natural persons, relating to the opening and operation of payment accounts, the provision of electronic money services, payment services and products / services ancillary / connected to the management of payment accounts;
- 1.2 Definitions  
For the purposes of this Contract, the following definitions shall apply:
  - 1.2.1 **Limited Liability Company „BPAY”**, it is considered a company based in Chisinau, 23/2 Decebal Boulevard, office 17A, registered with the Public Institution „PUBLIC SERVICES AGENCY” Department of Registration and Licensing of Legal Entities, on November 23, 2010, State identification number and fiscal code: 1010600040527, Share capital: 6 000 000 Moldovan lei, entered in the Register of electronic money issuing companies maintained by the National Bank of Moldova, holder of license series A MMI number 000472 of 06.09.2018;
  - 1.2.2 **Agent** – legal entity providing payment services on behalf and for the account of a payment institution (payment agent); natural person or legal entity distributing or repurchasing electronic money on behalf and for the account of an electronic money institution (agent of an electronic money institution);
  - 1.2.3 **Authentication** – procedure allowing the payment service provider to verify the use of a specific payment instrument, including its personalized security features;
  - 1.2.4 **Payee** – the person who is the recipient of the funds which have been the subject of a payment transaction;
  - 1.2.5 **Chargeback** - the return of funds to a payer, unilaterally initiated by the payment service provider, issuer of the instrument used by a payer, following the settlement of a dispute or objection initiated by the payer or the correction of an error in the execution of the payment;
  - 1.2.6 **Payment account** – an account held in the name of one or more payment service users, used for the execution of payment transactions;
  - 1.2.7 **Personal data** - any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity;
  - 1.2.8 Data required for remote identification of the User - surname, given name, password, PIN, e-mail address, login, date of birth, address, phone number and other data indicated in the Client Inquiry;
  - 1.2.9 **Direct debiting** – payment service (payment instrument) for debiting the payer's payment account where a payment transaction is initiated by the payee on the basis of consent given by the payer to the payee, the payee's payment service provider or the payer's payment service provider;

- 1.2.10 **Supplier of goods or services** – a person who is the recipient of funds in a payment transaction related to the sale-purchase of goods or services;
- 1.2.11 **Payment instrument** – personalized device (devices) (payment card, mobile phone, etc.) and / or any set of procedures (technical - PIN, TAN codes, other types of codes, login / password, etc. or functional - credit transfer, direct debiting) agreed between the payment service user and the payment service provider and used by the payment service user to initiate a payment order;
- 1.2.12 **Electronic money** – monetary value stored electronically, including magnetically, representing a claim on the issuer, which is issued on receipt of funds (other than electronic money) for the purpose of making payment transactions, and which is accepted by a person other than the issuer of the electronic money;
- 1.2.13 **Payment transaction** – the action, initiated by the payer or payee, of depositing, transferring or withdrawing funds, irrespective of other obligations between the payer and payee;
- 1.2.14 **Remote payment transaction** - a payment transaction initiated via the Internet or via a device that can be used for remote communication;
- 1.2.15 **Payment order** - an instruction by the payer or payee to his payment service provider to execute a payment transaction;
- 1.2.16 **Scheduled payment** - a scheduled payment service that allows for automated repeated payments of fixed amounts on fixed dates to suppliers of goods or services and other payees or between own accounts, based on instructions given by the User to the Provider;
- 1.2.17 **Payer** - the person who is the holder of a payment account and who authorizes a payment order (initiates or allows the execution of a payment order) from that payment account or the person who gives a payment order if there is no payment account;
- 1.2.18 **Electronic signature** - data in electronic form that is attached to or logically associated with other data in electronic form and used as a method of authentication;
- 1.2.19 **Simple electronic signature** - electronic signature used as a method of authentication, without exclusive reference to the signatory, in accordance with Law *number* 91/2014 on electronic signature and electronic document;
- 1.2.20 **Automated remote service system (hereinafter referred to as ADD system)** - an IT solution and/or equipment, made available by the Provider to users, which is an IT solution, enabling the user by means of an IT application, an authentication method and a means of communication to remotely access the funds held in the holder's payment account for the purpose: obtaining information on the status of the payment account and the transactions carried out, carrying out transactions on behalf of and to the order of the holder from the funds on the payment account (BPAY application on computer or telephone, or at BPAY terminals and ATMs);
- 1.2.21 **Payment system** - a funds transfer system operating on the basis of common, formal and standardized rules (rules, procedures, *contracts*, etc.) for processing, clearing and/or settling payment transactions;
- 1.2.22 **Information system** - the information management system within a payment service provider, together with associated organizational resources, such as information resources, human resources, organizational structures;
- 1.2.23 **Services** - means the totality of basic or ancillary/connected services/products offered by the BPAY platform, governed by the applicable legislation, NBM (National Bank of Moldova) regulations and internal procedures/regulations;
- 1.2.24 **Cash-in terminal** - an automated device for receiving cash from the payer (natural person), which operates autonomously without the physical presence (participation) of the natural person authorized by the payment service provider;
- 1.2.25 **Cash dispensing terminal (cash-out terminal, ATM)** - automated device for dispensing cash in favor of (natural person) cash, operating autonomously, without the physical presence (participation) of the empowered natural person of the payment service provider;
- 1.2.26 **Payment service user (customer/client)** - a person who uses a payment service in the capacity of payer, payee or both; a person who is the holder of the payment account on which electronic money is stored;
- 1.2.27 **Business day** - the day on which the payer's or payee's payment service provider involved in the execution of a payment transaction carries out the activity necessary for the execution of the payment transaction.

## **2 OBJECT OF THE CONTRACT**

- 2.1 The object of the contract is all the services requested by the User with reference to the opening and operation of payment accounts, issuance/distribution and/or redemption of electronic money, payment services, the list of which is accessible on the BPAY platform (remote service systems) and may be subject to updating;
- 2.2 The object of the contract shall also constitute the totality of the services requested by the User with reference to services related to payment accounts, which may be provided through the Provider's Automated remote servicing system (SADD);
- 2.3 The amount of the fee charged depending on the services/products requested by the User are displayed in the Provider's Automated remote servicing system (SADD) before the User authorizes the Payment Order;
- 2.4 The limits for the use of the payment instrument are placed on the website „www.bpay.md” under „Fees and Limits”.

## **3 REGISTRATION OF THE PAYMENT ACCOUNT**

- 3.1 Simplified Payment Account (Small Wallet) is online registration, where the User (who is also the account holder) registers the account via Automated remote servicing system (SADD) online, and Automated remote servicing system (SADD) requests the Account User's mobile phone number, which is verified and confirmed by sending an SMS to the phone number indicated with the unique code and/or access code for managing the payment account;
- 3.2 Identified Payment Account (Big Wallet) can be opened with or without the existence of the Simplified Payment Account, with the observance of all procedures to verify the identity of the Account User;
- 3.3 Verification of the identity of the Account User (beneficial owner) takes place:
  - 3.3.1 prior to the initiation of business relations with BPAY;
  - 3.3.2 prior to/at the time of payment transactions, if the amount of the payment reaches the threshold provided for by law and/or the Provider's Internal Regulations;
  - 3.3.3 within an already established business relationship, taking into account (risk factors, when information/circumstances concerning the client's business change);
  - 3.3.4 when there is suspicion of money laundering or terrorist financing;
  - 3.3.5 where there are reasonable suspicions as to the veracity and completeness of the identity data obtained, including the information submitted;
  - 3.3.6 other cases provided for in the applicable legislation;
- 3.4 Identity verification can be performed in the following ways:
  - 3.4.1 With the presence of the User at one of the offices of the Provider or its Agents;
  - 3.4.2 Remote identification:
    - 3.4.2.1 visual identification via Skype or Viber - the User presents his/her face on the screen and his/her passport/ID card, already scanned and attached to the Personal Cabinet, to the BPAY Operator, and the Operator compares the User's appearance with the photo in his/her ID document to establish identity;
    - 3.4.2.2 application by the User of the electronic signature pursuant to Law number 91 of 29.05.2014 on electronic signature and electronic document;

## **4 INITIATION OF PAYMENT ORDERS**

- 4.1 The Provider may execute a Payment Order from a Payment Account only if the following cumulative conditions are met:
  - 4.1.1 The Payment Order is drawn up and authorized on the basis of the data submitted in the Automated remote servicing system (SADD), depending on the type of transactions;
  - 4.1.2 The amount available in the Payment Account is sufficient to execute the Payment Order and to pay the related fee, if any;
  - 4.1.3 The BPAY Payment System has no reasonable suspicion as to the identity of the parties involved in the Transaction or they are not subject to international sanctions with respect to money laundering or terrorist financing activities or other types of sanctions;
  - 4.1.4 BPAY does not suspect fraudulent or potentially fraudulent activity;
  - 4.1.5 The Transaction complies with the limits and restrictions applicable to the Payment Transaction/Customer/Payment Account as set out in this contract/annexes hereto;

- 4.1.6 The Payment Account is not in any way frozen by virtue of a court order, enforceable title, insurance measures, any other act of seizure issued by competent authorities or law enforcement bodies and/or bodies for the prevention, combating and detection of unlawful acts in accordance with the legal provisions in force at the time of seizure;
- 4.2 The Provider does not guarantee the processing of the payment if the payment details have been entered incorrectly;
- 4.3 For each payment, the Provider is entitled to charge a fee for the services rendered. The amount of the fee shall be indicated directly before payment is made;
- 4.4 The Provider undertakes to inform the User of the amount to be withdrawn from the account (including the commission, technical service fee or other fee, if applicable) immediately prior to making the payment, and the Payer may refuse to make the payment or choose another method of payment;
- 4.5 If the User makes the payment from his/her personal account, the amount of the payment and the corresponding commission will be taken from that account;
- 4.6 If the User makes a payment via an external payment system, the payment can only be made after obtaining confirmation from the external payment system;
- 4.7 The Provider shall not be liable for any fee charged by another payment system participating in the payment;
- 4.8 If the Provider has failed to deliver the payment to the payee for technical reasons, the financial resources shall be refunded in full to the User's account within the payment system;
- 4.9 The payment transaction shall be deemed authorized if the Payer has given his/her consent prior to the execution of the payment transaction in the Automated remote servicing system (SADD);
- 4.10 The time of receipt of the payment order shall be deemed to be the day and time on which the payment order transmitted by the Issuer is created in the BPAY payment system;
- 4.11 The Provider may set a cut-off time, closer to the end of business hours, after which any payment order received shall be deemed to have been accepted on the next business day (interbank transfers, via SAPI, Wire transfer to accounts in the European Union in EUR, etc.);
- 4.12 In the case of scheduled payments, the time of receipt of the payment order shall be deemed to be the day chosen by mutual agreement. If the chosen day is not a working day for the Provider, the payment order shall be deemed to have been received on the next working day for the Provider.
- 4.13 The maximum execution time within which the payment service must be provided is up to one working day.

## **5 TRANSACTION PROCESSING**

- 5.1 The Provider may request from the User supporting documents for transactions carried out or in progress in accordance with the legislation in the field of prevention and combating money laundering, taking into account the limits set at national level;
- 5.2 The Provider may request from the User documents confirming the origin of the funds in accordance with the transactions carried out or being carried out in accordance with the regulations laid down in the legislation on the prevention and combating of money laundering and terrorist financing;
- 5.3 The Provider may request additional information on the payee or payer if this requirement arises from the request of the supplier of goods or services;
- 5.4 The Provider reserves the right to suspend the transaction if:
  - 5.4.1 Technical problems have arisen at the technical-informational level of data exchange;
  - 5.4.2 Transaction processing involves the participation of the Provider's partners and, respectively, additional time is required for payment processing by other parties involved in the execution of payment orders;
  - 5.4.3 The circumstances set out in points 5.1.-5.3. have arisen;
- 5.5 The payment order shall be deemed irrevocable on the date of receipt of the order by the Provider, unless the payment transaction has not been carried out due to insufficient funds on the User's account;

## **6 CANCELLATION OF PAYMENTS**

- 6.1 Cancellation of payments made at the User's request:
  - 6.1.1 Payment may be cancelled at the User's request if the payment order has not become irrevocable and has not been executed;
  - 6.1.2 Payment may be cancelled at the User's request if the payment order has become irrevocable, only with the Beneficiary's consent;

- 6.2 Cancellation of payments made at the request of the Provider:
  - 6.2.1 The Provider may cancel its own payment if the data submitted when creating the Payment Order does not correspond to the requirements of the Supplier of goods or services;
  - 6.2.2 If the Payment Order created by the User does not fall within the limits set by the Supplier of goods or services;
  - 6.2.3 Payment processing cannot be executed for technical reasons;
  - 6.2.4 If the Payment Order that has become irrevocable has been duplicated;
  - 6.2.5 The Provider reserves the right to cancel the User's payments if the Beneficiary's details are incorrectly and/or not indicated;
  - 6.2.6 The Provider reserves the right to cancel the Payer's payment in the event that this is provided for by the regulations in the field of preventing and combating money laundering and terrorist financing (the Payer or the Beneficiary are subject to international sanctions);
- 6.3 Cancellation of payments received at the request of the Payee of the transaction:
  - 6.3.1 Payment may be cancelled at the initiative of the Payee if the destination of the payment in the Payment Order was erroneous;
- 6.4 Cancellation of payments received at the request of the Payer Payment Service Provider;
- 6.5 Cancellation of payments received at the request of users of the paying Payment Service Provider;
- 6.6 In the event of a challenge of the Payment Order by a third party participating in the payment transaction (partner, customer), the Provider shall inform the User via the data available and registered in his BPAY account (e-mail, telephone) about the initiation of a chargeback;
- 6.7 If the User does not contact the Payment Service Provider within 30 days after the Entity has informed by available means about the contestation of the Payment Order, the Provider shall be entitled to execute the incoming contestation (chargeback) with retention of the fee and shall be exempt from paying any compensation;
- 6.8 During the investigation of the contestation (chargeback), the Provider shall be entitled to temporarily suspend the transactions or payment account involved.
- 6.9 The payment service user may obtain the correction of a payment transaction from the provider only if he informs his payment service provider as soon as possible, but no later than 13 months after the debit date of his account, that he has detected an unauthorized or improperly executed payment transaction giving rise to a complaint.
- 6.10 The user shall be entitled to reimbursement from the Provider of the amount of an authorized payment transaction initiated by and / or through a payee which has already been executed if the following conditions are cumulatively met:
  - 6.10.1 the authorization does not specify the exact amount of the payment transaction at the time it was given;
  - 6.10.2 the amount of the payment transaction exceeded the amount that the payer could reasonably have expected, taking into account his previous expenditure, the terms of his framework contract and other circumstances relevant to the case in question.

## **7 CLOSING OR BLOCKING ACCOUNTS**

- 7.1 The Provider shall close payment accounts in the following cases:
  - 7.1.1 upon the User's request;
  - 7.1.2 at the initiative of the Provider in the event of a decision to terminate the contractual relationship as a result of non-compliance with the provisions of this contract;
  - 7.1.3 at the Provider's initiative in the event of a decision to terminate the contractual relationship as a result of non-compliance with the related provisions on combating and preventing money laundering and terrorist financing;
  - 7.1.4 at the request of the legal or testamentary heirs;
  - 7.1.5 in other cases provided for by the legislation in force;
- 7.2 Account closure, including at the request of the Account User and at the unilateral decision of the Provider, may not be carried out in the event of enforceable acts issued by the authorized bodies/persons on the payment account;
- 7.3 In the event of a unilateral decision by the Provider to close the accounts, the User shall be given 30 days' notice before the date on which the accounts are to be closed;

- 7.4 Upon closure of the payment account, the funds shall be transferred/returned to the Account User, legal successors or other persons entitled under the law, or kept by the Provider until the User or legal representatives request their return;
- 7.5 Upon account closure, the Account User's file shall be kept in the Provider's archives for a period of 5 years;
- 7.6 The Provider may block the account if these measures are required by legislation in the field of preventing and combating money laundering and terrorist financing.

## **8 RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **8.1 The Provider is entitled:**

- 8.1.1 To establish and collect the fee for services rendered;
- 8.1.2 To request, update and maintain the User's contact details to keep communication methods up to date;
- 8.1.3 To send the User promotional and information material;

### **8.2 The Provider undertakes to:**

- 8.2.1 To provide the Services in accordance with this Contract;
- 8.2.2 To notify the User in reasonable time of any obstacles in the provision of its services and to make every effort to remove them;
- 8.2.3 To provide technical support from its own sources in order to provide its services to the User in accordance with the provisions of this contract;

### **8.3 The User is entitled:**

- 8.3.1 To benefit from the payment services provided by BPAY in accordance with this contract;
- 8.3.2 To request and have access to the account statement and certificate of account existence;
- 8.3.3 To terminate the Framework Contract immediately and free of charge in the event of non-acceptance of amendments to the Framework Contract;

### **8.4 The User undertakes:**

- 8.4.1 To use the account opened in the BPAY System for legitimate purposes and in accordance with the Contract;
- 8.4.2 To pay the fee for the services provided under this Contract;
- 8.4.3 To provide the Provider with true and complete information about the User and his/her transactions;
- 8.4.4 To provide all possible methods of communication to update the identification and communication data held at the Provider;
- 8.4.5 To inform of any changes to the data provided in the Client Survey;
- 8.4.6 To inform the Provider, as soon as he becomes aware of it, of the loss, theft, misappropriation or any other unauthorized use of his / her payment instrument;
- 8.4.7 Not allow another person access to his/her payment instrument;
- 8.4.8 Keep secure and confidential the data related to the access to its payment instrument (login, password, PIN and one-time use codes) and not transmit or make available to others (in any form) the data related to the access to the payment instrument;
- 8.4.9 Use in good faith the services offered by the Provider, not abuse or take unfair advantage of occasional errors that may occur either due to other users or the Provider or for other reasons (such as funds erroneously entered into the User's account or notifications, information and other messages related to other users of which the User has become aware due to errors) and immediately notify the Provider of errors identified in the course of using the Provider's Automated remote servicing system (SADD) or its services;
- 8.4.10 Provide and update, at the request of the Provider, the information and documents and copies required by the Provider to comply with anti-money laundering compliance;
- 8.4.11 Comply with amendments to the Framework Contract, unless it has indicated its intention to terminate under the provisions of this Contract or the Law.

## **9 LIABILITY OF THE PARTIES**

- 9.1 Both parties shall be liable for the performance of the provisions of the contract in accordance with the applicable laws of the Republic of Moldova;
- 9.2 The User bears full responsibility for the transactions carried out via the BPAY Payment System;

- 9.3 The Provider shall not be liable for any problems arising in connection with payments made due to incorrect data provided by the User;
- 9.4 The liability of the parties shall not arise in extraordinary and unforeseeable circumstances beyond the control of the person invoking them and the consequences of which would be unavoidable despite all efforts to the contrary or where the Provider is obliged to comply with the provisions of the law;
- 9.5 The Provider informs the User that the transactions carried out through the BPAY payment system are subject to the provisions of Law Number 308/17 on preventing and combating money laundering and terrorist financing, and if the transactions carried out may give rise to suspicions, the Provider is entitled to take all measures required by law to ensure compliance with the regulatory framework, being exempt from paying compensation.
- 9.6 If the User has not ensured the safety of the personalized security features of the payment instrument used, he shall bear the losses related to any unauthorized payment transaction resulting from the occurrence of an emergency situation (loss, theft or appropriation of the payment instrument), up to the agreed maximum amount of 2,500 (two thousand five hundred) lei.

## **10 CONFIDENTIALITY, STORAGE AND PROCESSING OF PERSONAL DATA**

- 10.1 From the moment of acceptance of this Framework Contract, the User consents to the processing of personal data by the Provider, presented/become known throughout the provision of payment services, as well as their processing through the „Access-Web” Information Search System of the „Public Services Agency” to verify the veracity of the information in the documents submitted for registration in the BPAY Payment System and access to its services;
- 10.2 The User consents to the transmission of personal data to the Provider's partners to the extent necessary to execute the payment transaction initiated by the User and only in the event of such necessity;
- 10.3 The Provider undertakes not to disclose personal information known to it.

## **11 CIRCUMSTANCES JUSTIFYING NON-EXECUTION**

- 11.1 Non-performance of the debtor's obligation is justified if it is due to an impediment beyond the control of the debtor and the debtor could not reasonably have been required to avoid or overcome the impediment or its consequences;
- 11.2 The parties are exempt from liability for non-performance or improper performance of contractual obligations if this is due to an impediment beyond their control which arose after the contract was signed, including as a result of exceptional events, directly or indirectly hindering performance, i.e. circumstances beyond the control of the parties or which could not have been foreseen at the time the contract was signed and/or the occurrence of which could not reasonably have been prevented (e.g. but not limited to: natural calamities, flood, fire, war, military conflict, failure of infrastructure or technology which occurred beyond the control of the parties and which could not reasonably have been prevented, imposition of restrictions by national jurisdictions which prevent the performance of certain activities resulting from this contract);
- 11.3 If the justifying impediment is only temporary, the justification shall take effect for the duration of the impediment. However, if the delay takes on the character of fundamental non-performance, the creditor may have recourse to legal defenses based on such non-performance;
- 11.4 If the justifying impediment is permanent, the obligation is extinguished. The correlative obligation also lapses;
- 11.5 The debtor is obliged to ensure that the creditor receives notice of the impediment and its effects on the ability to perform within 3 days after the debtor knew or ought to have known of the circumstances. The creditor is entitled to compensation for any loss resulting from the failure to receive such notice;
- 11.6 If the out-of-control event and/or its consequences continue for more than 10 calendar days, the parties shall at the earliest reasonable time hold discussions with a view to finding mutually useful alternative solutions in order to perform this contract and achieve the proposed purposes;
- 11.7 A justifiable impediment does not exempt the debtor from paying damages if the impediment arose after the non-performance of the obligation, unless the creditor would not have been able to benefit from the performance of the obligation anyway because of the impediment.

## **12 EXPRESSION OF USER CONSENT AND AGREEMENT**

- 12.1 When initiating business relations with the Service Provider and during the use of the Service Provider's Automated remote servicing system (SADD), the User will be required to express his/her agreement, consent or authorize in the Automated remote servicing system (SADD) transactions, documents or exchange of information, related to the services offered by the Service Provider;
- 12.2 All transactions or actions of the User, or any document or exchange of information with respect to the services offered by the Provider authorized by the User by ticking boxes, pressing buttons or filling in fields in the Provider's Automated remote servicing system (SADD) shall be deemed to be authorized with a simple electronic signature;
- 12.3 If the provision of services by the Provider requires the transmission of data about the User to other payment service providers or third parties participating in the processing of transactions initiated by the User, the User's consent and authorization shall be expressed in the Automated remote servicing system (SADD).
- 12.4 A payment order sent directly by the User cannot be revoked after it has been received by the payer's payment service provider.
- 12.5 Where the payment transaction is initiated by or through the payee, the user may not revoke the payment order after its transmission or after the expression of his consent to the execution of the payment transaction to the payee.
- 12.6 In the case of direct debit and without prejudice to the right of reimbursement, the User may revoke the payment order at the latest at the end of the working day preceding the day agreed for debiting the funds.

## **13 FINAL PROVISIONS**

- 13.1 The Contract shall come into force at the time of the expression of agreement to open the account in the Automated remote servicing system (SADD) for an indefinite period of time;
- 13.2 The Contract may be subject to termination in the following cases:
  - 13.2.1 by mutual agreement of the parties;
  - 13.2.2 unilaterally, if the other party fails to fulfil its obligations for 2 (two) months and the breaches detected have not been remedied within the period indicated in the written complaint;
  - 13.2.3 unilaterally by the User, if within 2 months of the approval of the amendments to the Framework Contract he has exercised his right under clause 8.3.3.;
- 13.3 In the event of termination of the contract, the parties shall within one month fully perform all mutual settlements;
- 13.4 All disputes arising in connection with the performance of the provisions of this contract shall be settled amicably, failing which they shall be settled in the national court;
- 13.5 Compliance with the out-of-court preliminary procedure is mandatory and shall be expressed by a written complaint sent to the other party by registered letter with acknowledgement of receipt or by e-mail with electronic signature;
- 13.6 The payment service provider / electronic money issuer shall investigate the payment service user's / electronic money holder's complaint and communicate its decision no later than 15 days after receipt of the complaint.
- 13.7 This contract shall be interpreted in accordance with and supplemented by the laws of the Republic of Moldova;
- 13.8 The contract may be amended or supplemented under the conditions laid down by the legislation in force;
- 13.9 This Contract is an entire expression of all the terms and conditions agreed to by the parties and supersedes all or any prior agreement, whether oral, written, or otherwise having the same subject matter;
- 13.10 This contract is drawn up in Romanian, English and Russian. In case of discrepancy the Romanian version shall prevail;
- 13.11 The date and time used by the BPAY Payment System corresponds to the local time in the Republic of Moldova;
- 13.12 The User consents to the acceptance of the contractual terms set out in the Framework Contract through the Provider's Automated remote servicing system (SADD);
- 13.13 For existing users, this Framework Contract shall supersede the previous contractual provisions, which shall enter into force 2 months after the date of approval of this Framework Contract.

#### **14 INFORMATION ABOUT THE PROVIDER**

**Name:** „BPAY” L.L.C. (Limited Liability Company)  
**License of the NBM:** series A MMI Number 000472  
**Registered office:** Chisinau municipality, 23/2 Decebal Boulevard, office 17 A  
**Identification Number (IDNO)/  
fiscal code:** 1010600040527  
**IBAN:** MD76AR000000000036522906  
**Bank:** „BPAY” LLC (Limited Liability Company)  
**BIC:** ARLCMD2X  
**Contact phone number:** +373-22-837-155  
**e-mail:** [info@bpay.net](mailto:info@bpay.net) ; [support@bpay.md](mailto:support@bpay.md)  
**Website:** [www.bpay.md](http://www.bpay.md)  
**Supervisory body:** National Bank of Moldova (NBM) (Republic of Moldova),  
Chisinau municipality, 1 Grigore Vieru Boulevard, MD-2005).

**Points of Service and Paying Agents (as per Annex)**

**Enters into force on 12 December 2022**

**Annex to the  
FRAMEWORK CONTRACT**

on payment accounts, e-money services, payment services and ancillary products for payment accounts of natural persons:

**cash offices:** Chisinau municipality, 23/2 Decebal Boulevard, office 17  
Chisinau municipality, 130/28 Stefan cel Mare Boulevard  
Comrat municipality, 43 Pobedi Street

**cash-in terminals:** <https://www.bpay.md/ru/info/bpaymap>

**cash-in/cash-out terminals:** <https://www.bpay.md/ru/info/bpaymap>

**ATM:** <https://www.bpay.md/ru/info/bpaymap>

**other points:** Post offices of „Posta Moldovei”, Moldpresa kiosks

**Enters into force on 12 December 2022**