



*Translation from Romanian*

## **Framework Agreement on Paynet Account Use and Loyalty Program Rules**

**"Paynet Services" L.L.C.**, which operates under the Charter, hereinafter referred to as "Company" or "Operator" on the one hand, and the individual who has been identified after filling in and signing the Joint Application (Application for opening a Paynet Account and the Application Form for participation in the Loyalty Program), hereinafter referred to as "User" or "Participant", on the other hand, hereinafter jointly referred to as "Parties" or "Party" as to the context, have agreed to enter into this Agreement (hereinafter cumulatively referred to as – "Agreement") on the use of the Electronic Wallet and the Paynet Account (the relationship between the Parties are specified in Chapter I "Framework Agreement on the Paynet Account Use") and on the participation in the Loyalty Program (the relationship between the Parties are specified in Chapter II "Loyalty Program Rules") on the following:

### **Chapter I. Framework Agreement on Paynet Account Use**

#### **1. General Provisions**

1.1. This Framework Agreement on the use of Electronic Wallet and Paynet Account is made pursuant to the requirements of the "Law on payment services and electronic money" No. 114 as of 18.05.2012, determining the information and conditions required for using the Paynet Account and the Electronic Wallet by the identified User under the Law "On prevention and combating money laundering and terrorism financing" No. 190-XVI as of 26.07.2007. This Framework Agreement applies also to the Special Wallet as provided for in section 3.2.8. The User of the Electronic Wallet and Paynet Account should be aware of the Framework Agreement terms and comply with them.

1.2. This Framework Agreement is to regulate the legal and financial relationship between the Company "Paynet Services" L.L.C. (hereinafter referred to as "Company" in this Framework Agreement) and the User, related to opening and using the Paynet Account and the Electronic Wallet for financial transactions through them.

1.3. The acceptance of this Framework Agreement by the User implies acceptance of the conditions of issuance and redemption of electronic money and the conditions for using the Paynet Account. The validity term of both this Framework Agreement and the Paynet Account is one year from the first replenishing thereof, and shall be extended automatically for successive periods of one year, if the User fails to fill in and submit to the Company the Application of Paynet Account closing, which means the termination of this Agreement as provided for in section 3.4 hereof.

1.4. By accepting the terms of this Agreement, the User shall give its consent to the processing of its personal data by the Company and by its Agents, such as: identification data, mobile phone number, e-mail and available funds on the Paynet Account, Electronic Wallet and Special Wallet, open in the Paynet System, including sending them to third parties (excluding the transmission of data on funds available on on the Paynet Account, Electronic Wallet and Special Wallet, open in the Paynet System) for providing services of issuing electronic money and payment, debt redeeming and conducting some market research, provided their security within the limits set by: the order of the Company's internal security including the Rules on personal data security upon their processing within the information systems of personal data, the Law "On the protection of personal data" no. 133 as of 08.07.2011 and other regulations. By signing this Agreement the Participant confirms that he/she was informed of its rights (the right of access to data, their intervention and the right of opposition) provided for in Chapter III (Arts. 12-18) of the Law "On the protection of personal data" No. 133 as of 08.07.2011.

1.5. The User must be identified before opening and activating the Paynet Account. For opening and using a Paynet Account within the Paynet System, the User shall provide information that will enable its identification as provided for in section 3.1.1 hereof.

1.6. General information about the Company "Paynet Services" LLC:

- Registered office at the address: MD-2038, bd. Decebal 6, Chisinau municipality, Republic of Moldova;
- License for issuing electronic money series BNM no. 000586 as of 10.12.2015, awarded by the Decision of issuance of the Board of Directors of the National Bank of Moldova on 10.31.2014;
- Authority in charge for monitoring the Company is the National Bank of Moldova;
- The web page: [www.paynet.md](http://www.paynet.md)
- Contact phone: (+373 22) 885808, (+373 22) 885809, (+373) 78999998, (+373) 68425125;

[www.paynet.md](http://www.paynet.md)

"Paynet Services" SRL

6 Decebal Bd., Chisinau, MD-2038, Republic of Moldova



- E-mail: [support@paynet.md](mailto:support@paynet.md)
- List of agents where the Applications for Paynet Account opening can be signed and submitted;
- List of agents through whom funds deposits can be made;
- List of agents through whom funds' withdrawals can be made.

## 2. Used terms

2.1. **Paynet System** – a system of access to the Paynet Account, the Electronic Wallet and the Special Wallet whereby the User, using the Login, the Password and the Code has remote access for making payment transactions and other operations .

2.2. **Standard Electronic Wallet (hereinafter referred to as "Electronic Wallet")** – a payment and monitoring instrument of the Paynet Account, offered by the Company to the User, which can be accessed through the web-page [www.paynet.md](http://www.paynet.md), applications for mobile phone and tablet.

2.3. **Paynet Account** - payment account open by the Company for the User, used for making payment transactions, where the electronic money are stored and the records of all transactions conducted by the User through the Electronic Wallet within the Paynet System are kept.

2.4 **Special Electronic Wallet for the Loyalty Program (hereinafter referred to as "Special Wallet")** - a tool for storage and management of electronic money issued by the Company to the User for Bonuses awarded by the Partners within the Loyalty Program and which can be used for payment only in the Loyalty Program Partners' network under the Loyalty Program Rules (specified in Chapter II thereof).

2.5. **User** – an individual, who pursuant to the laws of the Republic of Moldova holds a Paynet Account and is the holder of the Electronic Wallet, Special Wallet and Electronic Money, using the payment services provided by the Company, as a payer, payee, or acting in both capacities, using other related services as well. The individuals can act as a User starting from the age of 18, and if they have full legal capacity.

2.6. **Electronic Money (hereinafter referred to as "Money")** – monetary value electronically stored, issued by the Company, representing a debt on it, which can be used for the purpose of making payment transactions, and is accepted by a person other than the issuer. Its nominal value is equivalent to MDL (1 electronic money = 1 MDL).

2.7. **Payer** - holder of a Paynet Account to which an Electronic Wallet is attached and who is authorizing Payment Orders (initiates or allows execution of payment transactions) from the assigned Paynet Account.

2.8. **Payee** - an individual or legal person for the benefit of whom the payment has been made.

2.9. **Funds** - banknotes and coins (cash), money on the account (bank deposits)

2.10. **Payment transaction** - any transaction which is reflected in the Electronic Wallet, regarding the Paynet Account replenishment with funds, funds withdrawals, payment for goods/services, making transfers and other transactions set forth herein.

2.11. **Means of access** – a physical device of access to the Electronic Wallet and/or the Special Wallet (mobile phone, computer, tablet, card).

2.12. **Payment Order** – order of the Payer to the Company for the execution of a payment transaction.

### 2.13. Authentication data:

- **Login** – a unique identification code within the Paynet System, equivalent to the User's mobile phone number.
- **Password** – a secret combination of letters, figures or symbols, set by the User upon registration in the Paynet System for the protection of the Electronic Wallet data.
- **Code** - single-use code, forwarded by the Company to the User by SMS for the verification of the User's identity for purposes related to the Paynet System use.
- **Keyword** - secret word used by the Company to identify the User in case of need of blocking/unblocking the Electronic Wallet and the Paynet Account.

## 3. Paynet Account Management

3.1.1. Opening of the Paynet Account is performed as follows:

- The User fills in the Application for the opening of the Paynet Account, indicating personal data, both physically and online, by accessing the web page: [www.paynet.md](http://www.paynet.md), accepting by this procedure the terms of this Agreement and affixing his signature on the Application in the Company's Offices or the Offices of the Company's Agents;
- The User's identification is made by showing the ID card at the Company's Offices or the Offices of the Company's Agents. After the User's identification, the subsequent change of his personal data in the Paynet System will be possible only with the consent of the Company.
- The registration in the Paynet System shall be as follows:

[www.paynet.md](http://www.paynet.md)

"Paynet Services" SRL

6 Decebal Bd., Chisinau, MD-2038, Republic of Moldova



1. The User accesses the web page [www.paynet.md](http://www.paynet.md) or the application for the Cell Phone and tablet;
2. The User shows the Cell Phone number in the special form for login. The Cell Phone Number will be the Login for the subsequent identification of the User in the Paynet System;
3. The Paynet System shall send the User an SMS confirmation with the Code that the User will introduce in the Paynet System for login;
4. The User will create the Password;
5. The User will set the key word;
  - If the User was formerly the holder of an unidentified Electronic Wallet, the further login in the Paynet System will be made using the actual Login and Password.

3.1.2. Since setting the Login and Password, the User bears personal liability for all payment transactions made via the Electronic Wallet and Paynet Account.

### **3.2. Making payment transactions via the Electronic Wallet and Paynet Account. The way of using the Special Wallet**

3.2.1 The following payment transactions can be performed via the Electronic Wallet and Paynet Account:

- a) payment for goods and services by the web page [www.paynet.md](http://www.paynet.md), the application for Cell Phone and tablet;
- b) transfers:
  - From the Paynet Account of the User to another Paynet Account from the Paynet System;
  - From the current bank account, to the Paynet Account of the User and vice versa;
  - From the payment card, including VISA and MASTERCARD, to the Paynet Account of the User and vice versa.
- c) withdrawals of Funds from the Paynet Account made at the Company's Agents, by showing the ID card.
- d) deposits of Funds on the Paynet Account made at the Company's Agents.

3.2.2 For making payment transactions through the Paynet Account, the Company charges fees according to the set prices.

3.2.3 Granting the User the consent of authorization and making payment transactions is made by using the authentication data, depending on the environment in which the payment transaction is carried out. A payment authorized by the User may not be revoked after the Paynet System has received it.

3.2.4 The moment of the Payment Order receipt from the User is deemed the moment of the Payment Order receipt by the Paynet System, which is confirmed by an electronic notification (e.g. by SMS or other electronic message), or, where appropriate, by printing the bill on paper (e.g. at the terminal installed at the merchant), unless the execution of the Payment Order is expected to begin on a certain day or at the end of a certain period (e.g. scheduled payments).

3.2.5. If there are sufficient means on the Paynet Account of the User for the execution of the payment order submitted by the User, the payment transaction will be made by the Company in due time within the Paynet System, or within the time set by the User, where the type of the payment transaction does not require immediate execution (e.g. in case of scheduled payments). The Company ensures that just after the receipt of the Payment Order the amount of the payment transaction shall be credited on the account of the payment services provider's of the Payee not later than the end of the next working day.

3.2.6. If the terms set forth in section 3.2.4-3.2.5 hereof are fulfilled by the User, the payment transaction shall be deemed accepted for execution by the Company.

3.2.7. The Company, if required, may apply transactional limits upon the execution of payment transactions in order to comply with the requirements of the Law "On the prevention and combating money laundering and financing terrorism" no. 190-XVI as of 26.07.2007.

3.2.8. All transactions using the Special Wallet are carried out exclusively within the Loyalty Program under the Loyalty Program Rules (Chapter II hereof).

### **3.3. The terms of issuance and Money redemption on/from the Paynet Account**

3.3.1. The terms of Money issuance are as follows:

a) The Company shall issue Money at the nominal value upon receipt of Funds on the Paynet Account open for the User. The Funds may be as: banknotes and coins (cash), cash held on bank accounts.

b) In case of receiving funds from abroad in foreign currency, Money issuance is made at the nominal value equivalent to the national currency of the received Funds. The reference exchange rate used in such cases will be the exchange rate calculated by the Company and displayed on the web page [www.paynet.md](http://www.paynet.md).

3.3.2. The terms of Money redemption are as follows:

3.3.2.1. At the request of the User, the Company will redeem at the nominal value the monetary value of Money it



holds. This procedure is done by allowing the transfer at any time from the Paynet Account of the requested amount by making the transfer to a bank account shown by the User open at any licensed bank in the Republic of Moldova, which has an Agreement to this effect with the Company, or by withdrawing the funds in cash at one of the Company's Agents.

The redemption in cash of the monetary value of Money can only take place provided mandatory User identification. In this respect, the User shall fill in a special form on the web page [www.paynet.md](http://www.paynet.md), showing its identification data and afterwards he appears with his identity document before one of the Company's Agents to request the release of funds. The release of funds requested by the User will only be performed in the event of a successful User identification (collation of data provided by the User on the web page [www.paynet.md](http://www.paynet.md) with the data from the ID card of the User).

3.3.2.2. The Company applies fees for Money redemption, if the User requests its redemption in one of the following cases:

- a) where redemption is requested before the termination of this Framework Agreement (Paynet Account closing);
- b) where redemption is requested for more than one year from the date of this Framework Agreement termination (Paynet Account closing);

3.3.2.3. Where redemption is requested before the termination of this Framework Agreement (Paynet Account closing), the User can request Money redemption in whole or in part.

3.3.2.4. Where redemption is requested by the User on the date of this Framework Agreement termination (Paynet Account closing), or within one year after the termination of this Framework Agreement, the total monetary value of Money held is redeemed.

#### **3.4. Paynet Account closing**

3.4.1. The Paynet Account closing means the termination by the User of this Agreement and it shall be made by filling in the Application for closing by the User and its submission to the Company at least 30 days before the Paynet Account closing date. This procedure shall be made: by accessing the web page: [www.paynet.md](http://www.paynet.md) or through the relevant application for the Cell Phone and tablet.

3.4.2. The Paynet Account closing is made provided the Company and the User do not have financial claims to each other as to the Paynet Account management.

3.4.3 Upon Paynet Account closing the funds from this account shall be returned to the User at the Agent's offices through which withdrawals of funds can be made or by transfer on the bank account showed by the User, as provided for in section 3.3.2.1 hereof .

### **4. The Parties' Rights and Obligations**

#### **4.1. The Company has the following obligations:**

4.1.1. To ensure that the personalized security access to the Electronic Wallet and Paynet Account are not accessible to others, except the User, who is entitled to use the Electronic Wallet and the Paynet Account;

4.1.2. To ensure that the relevant funds are available at any time, which will allow the User to notify cases of loss, theft, misappropriation of codes allowing to access to the assigned Electronic Wallet and the Paynet Account, of the means of access to them, or any other unauthorized use of them, and to require unblocking the Electronic Wallet and the Paynet Account assigned to it, if the causes that led to blocking them have been removed.

To this end, the Company makes available to Users phone numbers for reporting the cases listed above: (+373 22) 885808, (+373 22) 885809, (+373) 78999998, (+373) 68,425,125 and a special email address: [support@paynet.md](mailto:support@paynet.md), for cases where additional information will be requested to be provided for the investigation of cases listed above.

4.1.3. To prevent any use of the Electronic Wallet and the Paynet Account, once it was notified by the User about any loss, theft, misappropriation of codes allowing the access to the Electronic Wallet and the Paynet Account, of the means of access to them, or any other unauthorized use of them.

4.1.4 The Company's obligations in the event of failure or improper execution of payment transactions are as follows:

4.1.4.1. If a Payment Order is initiated by the User as a Payer and accepted for execution by the Paynet System, the Company is liable for its appropriate execution.

4.1.4.2. If the Company has not properly performed the Payment Order initiated by the User as a Payer, it shall refund the User without delay the amount of the payment transaction not fulfilled or fulfilled improperly and, where applicable, shall restore the debited Paynet Account to the condition in which it would have been, if the relevant payment transaction had not occurred.

4.1.4.3. If the Company acts as provider of payment services of the User who is a Payee, it is bound to immediately give the User concerned the amount that is the object of the payment transaction immediately upon receiving, by crediting the appropriate amount on its Paynet Account.



4.1.5. To submit to the User once a month a Statement of account concerning the transactions made with the Electronic Wallet and the Paynet Account in electronic format up to the 15th day of the month following the reporting month.

**4.2. The Company has the following rights:**

4.2.1. The Company shall be entitled to block the possibility of using the Electronic Wallet and/or the Paynet Account by objective reasons related to:

- a) the security of the Electronic Wallet and/or the Paynet Account;
- b) a suspicion of unauthorized or fraudulent use of the Electronic Wallet and/or the Paynet Account;

4.2.2. In the above mentioned cases of blocking the possibility of using the Electronic Wallet and/or the Paynet Account, before blocking, and not later than immediately after blocking the Electronic Wallet and/or the Paynet Account, the Company shall inform by an SMS the User whom they are assigned about blocking the Electronic Wallet and the Paynet Account, as well as about the reasons of such blocking, unless such information would prejudice the security reasons objectively justified or is prohibited by the applicable laws.

4.2.3. The Company unblocks the possibility of using the Electronic Wallet and/or the Paynet Account, or, where appropriate, opens a new Electronic Wallet and/or Paynet Account, once the reasons for blocking exist no longer.

4.2.4. The Company shall be entitled to amend unilaterally this Agreement (including the Framework Agreement) and the related prices, by notifying the User about this at least 2 months before the suggested date of their entry into force. The amendments are to be accepted by the User tacitly, unless it has not expressed its disagreement before the date of entry into force.

**4.3. The User has the following obligations:**

4.3.1. To use the Paynet Account and the Electronic Wallet under the terms of the Paynet Account and Electronic Wallet management and the security measures provided for in this Agreement;

4.3.2. To inform the Company as soon as it becomes aware about cases of loss, theft, misappropriation of the authentication data and of the means of access to the assigned Electronic Wallet and the Paynet Account, as well as of any unauthorized use of the Electronic Wallet and/or Paynet Account, by submitting, at the Company's request, the additional information required to conduct an investigation.

4.3.3. The User, upon receipt of the access to the Paynet Account and the Electronic Wallet, shall take all reasonable measures to keep safe the assigned authentication data.

4.3.4. The User shall bear all the losses related to any unauthorized payment transaction, if such losses result from fraud or deliberate non-compliance with, or gross negligence of one or more of its obligations as provided for in section 4.3, 5.1, 5.2 and 5.4 hereof.

4.3.5. After notification, pursuant to the terms of section 4.3.2 hereof, the User as holder of the Paynet Account and the Electronic Wallet bears no pecuniary liability arising from the occurrence of an emergency situation specified in sections 4.1.2 and 4.3.2 hereof, unless the User himself has acted fraudulently.

**4.4 The User has the following rights:**

4.4.1. To accept or not accept the new conditions suggested by the Company to amend the terms of this Framework Agreement and the related prices. The User's disagreement on the amendments suggested by the Company will be made before the date suggested by the Company for validation of such amendments by closing the assigned Paynet Account and by the termination free of charge of this Agreement, pursuant to the procedure given in section 3.4 hereof before the suggested date of such amendments validation.

4.4.2. To perform payment transactions via the Electronic Wallet and the Paynet Account, the User shall have access to the following information:

- a) the types of payment services that are provided by the Company and the applied prices.
- b) the authentication data, including its login (Unique Identification Code);
- c) when receiving transfers or payments in foreign currency, the reference exchange rate applied by the Company and the fact that the release of Money in such situations is made at the nominal value of the equivalent in the national currency (MDL) of the received funds.

4.4.3 The User can obtain the adjustment of a payment transaction from the Company only if it informs the Company in the shortest time possible, but not later than 13 months from the date of debiting the Paynet Account, that it found that a payment transaction had been made erroneously by the Paynet System, not being authorized by the User, or was authorized but has not made it properly.

4.4.4. If some irregularities are found during the service, the User shall submit a written complaint to the Company



with the description of the detected irregularities.

4.4.5. The Company shall examine the User's complaint in accordance with its internal procedures and shall inform of its decision within 15 days from receipt of the complaint. If the Company has not examined the complaint within this period or if the User does not agree with the given decision, then it is entitled to notify the relevant supervisory authority, either to file a lawsuit before the competent court against the Company.

## 5. Security Measures

5.1. After the registration in the Paynet System the User shall:

- memorize and keep in secret the Password;
- use the Password so as not to be seen and/or identified by others;
- require to make payment transactions directly from the merchant or agent's offices only in its presence;
- require the bill related to the payment transaction and carefully check the information shown therein (date, account number, transaction amount) when performing the payment transactions directly from the merchant or the agent;
- not disclose the confidential information on the Electronic Wallet and Paynet Account by phone and other means of communication;
- immediately verify the balance of the Paynet Account from the Electronic Wallet in the event of a payment transaction failure;
- keep all bills of the payment transactions and collate them with the transactions shown in the Statement of account.

5.2. If there is a suspicion of the authentication data compromise or in the event of a loss of means of access to the Electronic Wallet, the User should seek immediate blocking of the Paynet Account and the Electronic Wallet, notifying about this the Company.

5.3. If the User has found the lost or stolen means of access, unblocking the Electronic Wallet and the Paynet Account is possible only after the investigation by the Company's employees of the circumstances where the mean of access was found and after the payment of commission charges in accordance with the rates in force. If, after the investigations carried out, the Company concludes that the Electronic Wallet cannot be unblocked, the User is not entitled to use or access the Paynet Account.

5.4. It is necessary to keep the secret Keyword. It can be changed later during the use of the Electronic Wallet by the User.

5.5. The Company limits to three the number of invalid attempts to introduce the Password. Upon consecutive introduction three times of the wrong password, the access to the Electronic Wallet and the Paynet Account is blocked and it cannot be used anymore. Unblocking the Electronic Wallet can be done by entering the correct password in 15 minutes since blocking the Electronic Wallet and the Paynet Account, or by calling the Customer Support Service of Company, by giving the operator the following data:

- Login;
- Keyword.

5.6. If the User cannot remember the access Password to the Electronic Wallet and the Paynet Account, and the limit of failed attempts has not been exceeded, and the Electronic Wallet and the Paynet Account has not been blocked, the User may set another Password. This procedure will be done by taking the following steps:

- Clicking on the link "Restore the Password" on the web page: [www.paynet.md](http://www.paynet.md);
- Introducing the Login to receive a code for Password recovery;
- Receipt via SMS of the Code for Password recovery;
- Introducing the Code;
- Creating a new Password to Electronic Wallet and its confirmation;
- Receiving an SMS confirming the change of Password to the Electronic Wallet.

## 6. Final Provisions

6.1. The User undertakes to comply with all the provisions hereof.

6.2. The Company is liable for maintaining the confidentiality of payment transactions through the Paynet System, except as provided by the current legislation of the Republic of Moldova.

6.3. The Company is liable for the integrity of funds available on the Paynet Account and the Electronic Wallet of the User.

6.4. The parties are released of liability toward each other for the failure to comply with the provisions hereof, in case of the force-majeure occurrence, which will be duly certified pursuant to the legal provisions.



6.5. The Company is entitled to terminate unilaterally the Framework Agreement by forwarding the User a notice on paper, via an SMS or e-mail: at least 2 months before the date of termination.

6.6. The User is entitled to terminate this Framework Agreement unilaterally and accordingly to close the Paynet Account pursuant to the procedure set out in section 3.4 hereof.

6.7. Notwithstanding the provisions of sections 6.5 and 6.6 hereof, where some of the contracting parties fail to meet the contracting obligations, the other party is entitled to terminate this Agreement by notifying in advance the guilty party at least 15 days before the date of termination (the Company by forwarding a notification on paper, via an SMS or e-mail, and the User by filling in the Application of closing and its submission to the Company by accessing the web page: [www.paynet.md](http://www.paynet.md)) or by the Cell Phone and Tablet.

6.8. The User can request explanations on solving the problems occurred while using the Paynet System via the Electronic Mail or contact data of the Company displayed on the web page: [www.paynet.md](http://www.paynet.md)

6.9. The User and the Company will endeavor to settle amicably all disputes and disagreements related to the execution of this Agreement.

6.10. If any disagreement is not settled amicably, the parties may seek to settle the conflict in the competent courts pursuant to the current legislation of the Republic of Moldova.

6.11. This Agreement shall enter into force for the User upon signing of the Joint Application (the Application for opening the Paynet Account and the Application Form for participation in the Loyalty Program) and will be in force up to Paynet Account and Electronic Wallet closing and the satisfaction of all financial liabilities of the Parties.

6.12. Termination of this Framework Agreement (including dissolution) will mean the automatic termination of the User's participation as a Participant in the Loyalty Program offered by the Company "Paynet Services" S.R.L as Operator, and the Agreement will be deemed terminated (terminated as appropriate).

6.13. This Agreement is made in Romanian in 2 copies with the same legal force, one for each Party.

6.14. The User is entitled to receive upon request the Agreement, as well as other clarification information regarding the execution thereof.

6.15. This Agreement will be posted on the website [www.paynet.md](http://www.paynet.md) for access at any time by the User.

6.16. Both Contracting Parties shall follow the provisions of the applicable regulations of the Republic of Moldova on all matters related to the execution of this Agreement and are not explicitly covered in its text.

## Chapter II. Loyalty Program Rules

These Rules represent the Operator's Public Offering ("Paynet Services" LLC) and the agreement between the Parties, for participation in a Loyalty program offered by the company "Paynet Services" LLC.

The Operator undertakes to provide services to individuals who meet the requirements stated in these Rules and accepts the Public Offering.

The acceptance by the individual - User/Participant of this Public Offering shall be made by filling in and signing the Application Form (which is an integral part of the Joint Application: Application for opening a Paynet Account and the Application Form for participation in the Loyalty Program) at the Outlets of Partners of the Loyalty Program or at the Operator.

### 1. The terms used

1.1. **Loyalty Card Activation** - means a procedure that allows the Participant to use the Loyalty Card within the Loyalty Program.

1.2. **Loyalty Card** - means a physical or virtual informational device, identified within the Loyalty System of the Operator based on the Loyalty Card number and/or Cell Phone no. of the Participant, personalized as appropriate. The Loyalty Card belongs to the Operator and is issued for use to the Participant by one of the Operator's Partners or by the Operator itself. The Loyalty Card gives the opportunity to obtain discounts or receive bonuses in the Operator's Partners network, and where appropriate, to take benefit from other promotional actions launched within the Loyalty Program.

1.3. **Loyalty Program** - means the program aimed to offer Discount Premiums/Bonuses to Participants and to implement, as appropriate, other advertisement actions as well.

1.4. **Bonuses** - means special virtual conventional units, offered to the Participant by the Partners as a result of purchase from them of Goods. For Bonuses offered by the Partners to the Participant the Company "Paynet Services" LLC, as a company issuing Electronic Money, will issue Electronic Money (1 Bonus offered by the Partner = 1 issued electronic money having the value of 1 MDL). Bonuses cannot be forwarded by the Participant to other persons in any way and in any



form, except for their use only for the procurement of Goods from the Partner's Network within the Loyalty Program. Bonuses have periods of validity established by the Partners having offered them to the Participant. If the Participant within the validity period of Bonuses will not use them for the purchase of Goods from the Partners within the Loyalty Program - these Bonuses will be canceled.

1.5. **Discount Premiums** - means the size of the discount agreed between the Partner and the Operator at the retail price of Goods offered by the Partner to the Participant.

1.6. **Partner** - means a legal entity acting in the field of trade or service provision, which involves selling goods and/or services to individuals such as: transport, tourism, pharmaceutical, oil, etc., which concluded with the Operator an Agreement for participation in the Loyalty Program.

1.7. **Application Form** – means a special form filled in and signed by the Participant in one of the Outlets of Operator's Partners or at the Operator. The Application Form is an integral part of the Joint Application: the Application for opening the Paynet Account and the Application Form for participation in the Loyalty Program

1.8. **Participant's set** - means a set containing the Application Form and the Loyalty Card.

1.9. **Terminal** - means a physical or virtual device (POS-terminal or reader card integrated with the cash register) for the authorization of operations with the Loyalty Card and for printing/generating bills on performed transactions.

1.10. **Operator** - means the Company "Paynet Services" L.L.C. (with the headquarters: bd. Decebal 6 Chisinau municipality, tax code (IDNO) 1013600036596.

1.11. **Goods** - means any goods and/or services that can be purchased by the Participant at the Partner's Outlets.

1.12. **Outlets** - means physical or virtual trade locations used for provision of services/marketing of goods or as a center for customer service, etc. (depending on the type of business of the Partner in the Loyalty Program).

1.13. **Participant** - means any individual who has full legal capacity and who (i) has purchased or obtained a loyalty card from one of the Operator's Partners or the Operator, (ii) has filled in and signed/checked the Application Form on obtaining a Loyalty Card and accepted the terms of the Public Offering of participation in the Loyalty Program.

1.14. **Operation and Support Service** - means the equipment and human resources of the Operator that provides reception and clarification of applications submitted by the Participant on participation in the Loyalty Program and Loyalty Card use. Contact phone: (+373 22) 885808, (+373 22) 885809, (+373) 78999998, (+373) 68425125, e-mail: support@paynet.md.

## 2. General Provisions

2.1. The Operator creates the network of Partners of the Loyalty Program where the Participants, upon purchase of goods or payment for services, is using Loyalty Cards, can get discounts or receive and redeem bonuses within the network of the Operator's Partners and, as appropriate, take benefit from other promotional actions launched within the Loyalty Program.

2.2. The Loyalty Cards are accepted only at the Partners of the Loyalty Program. The Participants cannot make transactions with the Loyalty Cards outside the network of the Loyalty Program Partners.

2.3. The Operator is not responsible for the quality and conditions of service provision, and for the delivery, storage, quality of Goods purchased by the Participant from the Loyalty Program Partner.

## 3. Participants of the Loyalty Program

3.1. A Participant in the Loyalty program can be any person who is 18 years old and has full legal capacity and if they have full legal capacity.

3.2. The Participant may request cessation of its participation in the Loyalty Program at any time by filling in an Application for termination of its participation in the Loyalty Program and by submitting the Application at one of the Partner's Outlets or by contacting the Operation and Support Service and by submitting/forwarding the Application. Termination of participation in the Loyalty Program is completed in 30 calendar days from submitting/forwarding by the Participant the Application on termination of its participation in the Loyalty Program.

3.3. The Operator is entitled to cease the participation of the Participant in the Loyalty Program by notification at least 2 months before the termination by reason for closing the Loyalty Program by:

- sending a written notice to the mailing address or an electronic notification to the email, or
- by publishing the relevant information on the web page: [www.paynet.md](http://www.paynet.md) and/or at the Partners' Outlets.

3.4. In the event the Participant ceases to participate in the Loyalty Program, all its unused bonuses up to the moment of cessation will be canceled.

3.5. In the event the Participant ceases to participate in the Loyalty Program, the provisions of Chapter I hereof "Framework Agreement on Paynet Account Use" will automatically cease, and the Agreement shall be deemed terminated.





#### **4. Loyalty Card Activation and Deactivation**

4.1. The Loyalty Card Activation may be performed by:

- the reception by the Operator of the activation code from the Terminal installed at the Outlet of any Partner or,
- Through the webpage [www.paynet.md](http://www.paynet.md) site.

4.2. The Operator shall notify the Participant about the Loyalty Card Activation by sending an SMS to the phone number of the Participant.

4.3. The Operator shall make total deactivation of the Loyalty Card under the following conditions:

- Receiving the Participant's Application on the request to cease its participation in the Loyalty Program pursuant to the requirements and conditions set out in these Rules;
- Replacement of the Participant's Loyalty Card with another Loyalty Card in case of loss, theft or damage to the available one;
- Making fraudulent transactions using the Loyalty Card;
- Non-performance of transactions at the Operator's Partners using the Loyalty Card during 720 calendar days.

#### **5. Substitution of the Loyalty Card**

5.1. The Participant may request substitution of the available Loyalty Card with a new one, if the available Loyalty Card has been damaged, lost, stolen, provided that the procedure of the Card Loyalty Activation referred to in section 4 hereof has been successfully completed.

5.2. In case of damage, loss or theft of the Loyalty Card the Participant shall immediately inform about it the Operation and Support Service.

5.3. To receive a new Loyalty Card instead of the previously issued Loyalty Card and that was damaged, lost or stolen, the Participant can address any eligible Partner (it can be only one eligible Partner) of the Loyalty Program or the Operator. The activation of a new Loyalty Card is made as provided for in section 4 hereof. All Discount Premiums/Bonuses are transferred to the new Loyalty Card after its activation as provided for in section 4 of these Rules.

#### **6. Use of Personal Data**

6.1. By signing the Application Form the Participant accepts the Public Offering and, accordingly, the participation in the Loyalty Program. Thus, the Participant allows the Operator to process its personal data such as; identification data, cell phone number and Discount Premiums/Bonuses available on the Loyalty Card, including sending them to third parties (excluding the transmission of data on Discount Premiums/Bonuses available on the Loyalty Card) for the Loyalty services provision, debt redeeming and making any eventual market research, provided they are secured, within the limits provided by: the order of internal security of the Operator including the Rules on the security of personal data upon their processing within the personal data information systems, the Law "On the protection of personal data" No. 133 as of 08.07.2011 and other regulations. By signing the Application Form the Participant certifies that he was informed of his rights (the right of access to data, of their alteration and the right of opposition) provided for in Chapter III (Arts. 12-18) of the Law "On the protection of personal data" No. 133 as of 08.07.2011.

#### **7. Final provisions**

7.1. All notifications forwarded to the Participant in connection with the Loyalty Program are sent via the Operator by using its communication channels. In this regard, the Participant agrees to receive informative and advertising SMS or email messages from Operator and Partners.

7.2. The Operator is entitled to unilaterally amend these Rules by publishing the amendments on the web page: [www.paynet.md](http://www.paynet.md) at least 35 calendar days before their entry into force.

7.3. In case the Participant does not agree with the suggested changes, he is entitled to request cessation of its participation in the Loyalty Program under the conditions stated in these Rules.

7.4. The Operator and the Participant shall endeavor to settle amicably all disputes related to the execution of these Rules. If the dispute is not settled amicably, the parties are entitled to seek to settle the conflict in the competent courts pursuant to the current legislation of the Republic of Moldova.