



## Framework contract on the use of the Payment Account

*/ in force from 01.10.2022 /*

"PAYNET SERVICES" S.R.L., which operates on the basis of the Statute, hereinafter referred to as "Company" on the one hand and the natural person who has been identified following the successful completion of the procedure for opening the Payment Account, hereinafter referred to as "User", on the other hand, hereinafter referred to jointly as the "Parties", have agreed to conclude this Framework contract on the use of the Payment Account (hereinafter referred to as the "Framework contract").

### 1. General Provisions

1.1. This Framework contract shall be drawn up in accordance with the requirements of:

- a) Law on payment services and electronic money no. 114 of 18.05.2012 (hereinafter Law no. 114/2012);
- b) Law on preventing and combating money laundering and terrorist financing no. 308 of 22.12.2017 (hereinafter Law 308/2017);
- c) Law on personal data protection no. 133 of 08.07.2011 (hereinafter Law 133/2011).

1.2. This Framework contract is intended to regulate the legal relations between the Company and the User, related to the opening, servicing and closing of the Payment Account.

1.3. The conclusion of this Framework contract by the User, implies the acceptance by the User of its provisions, as well as of the Terms and Conditions of use of "Paynet" payment services, published on the Company's website [www.paynet.md](http://www.paynet.md) and in the "Paynet Wallet" application.

1.4. For the opening and use of the Payment Account, within the Paynet System, the User is to provide truthful information that will allow his certain identification, in accordance with the provisions of points 3.2.1 and 3.2.2 of this Framework contract.

1.5. General information about the company "Paynet Services" S.R.L.:

- fiscal code / IDNO 1013600036596;
- headquarters at the address: MD-2038, bld. Decebal 6, Kishinev, Republic of Moldova;
- the license for issuing electronic money series NBM no. 000586 of 10.12.2015, granted by the decision to issue the Board of Directors of the NBM from 31.10.2014;
- the authority responsible for the supervision of the Company is the National Bank of Moldova;
- web page: [www.paynet.md](http://www.paynet.md);
- contact telephones: (+373 22) 885808, (+373 22) 885809, (+373) 78999998, (+373) 68425125;
- e-mail address: [support@paynet.md](mailto:support@paynet.md);
- [the list of the Company's Paying Agents through which cash deposits and withdrawals can be made to / from the Payment Account.](#)

1.6. The Company operates in accordance with the legislation in force of the Republic of Moldova, the regulations of the National Bank of Moldova and its internal regulations.

1.7. If the User as a payment tool for accessing the Payment Account, will use one or more Payment Cards (physical and / or virtual) issued by the Company and attached to this Payment Account - the conditions of their use are described in the "Rules for the use of payment cards by individuals", published by the Company on the website [www.paynet.md](http://www.paynet.md) and in the "Paynet Wallet" application, as well as the provisions of this Framework Agreement will be applied accordingly.

### 2. Notions used

2.1. **Paynet system** - automated remote service system (SADD), of the internet-payments and mobile-payments type, through which the User has remote access and manages the Payment Account, in order to obtain information on the status of the Payment Account and transactions performed, the execution of transactions in the name and at the order of the User on behalf of the means in the Payment Account.

2.2. **Payment Account** - payment account opened by the Company in the name of the User in the Paynet System, which is used for the storage of funds and the execution of Payment Operations performed in / from this account in accordance with the legislation in force.

2.3. **User** - natural person who holds the Payment Account, who benefits from the payment services provided by the Company as Payer, Beneficiary of the payment or in both qualities, as well as other related services. Individuals can obtain the quality of User at the age of 18, provided they have full exercise capacity.

2.4. **Payer** - the holder of a Payment Account, which authorizes the Payment Order (initiates or allows the execution of Payment Operations) from the Payment Account assigned to him or, as the case may be, a third party who makes the payment in favor of the User.

2.5. **Beneficiary of the payment** - natural or legal person, in favor of whom the Payment Operation was performed.

2.6. **Payment Operation** - any operation relating to the supply, withdrawal, transfer of funds, payment of goods / services, as well as other operations executed through the Payment Account, which are provided for in this Framework contract.

2.7. **Means of access** - physical support for access to the Payment Account (mobile phone, computer, tablet, Payment Cards etc.).

2.8. **Payment Order** - order of the Payer or Beneficiary addressed to the Company for the execution of a Payment Operation.

2.9. **Access data:**

- **Login** - unique identification code in the User's Paynet System, which is identical to the User's mobile phone number;
- **Password** - secret combination of letters, numbers or symbols, set by the User at the time of registration in the Paynet System, in order to access the Payment Account in the Paynet System;
- **Code** - disposable code, sent by the Company to the User via SMS message, intended for the authentication of the User for the purposes related to accessing the Payment Account and authorizing the Payment operations in the Paynet System;
- **Keyword** - secret word, used to identify the User by the Company in case of need to block / unblock the Payment Account (can be set optionally by the User);
- **PIN-code** - 4-digit secret combination, set by the User at the time of registration in the Paynet System through the "Paynet Wallet" application, in order to authenticate the User when accessing the Paynet System and authorize Payment Operations in the Payment Account performed in the given application.

**3. Open the Payment Account. User identification procedure**

3.1. The Payment Account can be opened online or with the physical presence of the User at the Company's headquarters.

3.2. In order to open the Payment Account, the User will have to go through the steps related to the procedure of registration in the Paynet System and identification, as follows:

- a) The User will access the web page [www.paynet.md](http://www.paynet.md) or the application "Paynet Wallet";
- b) The User will open the Paynet electronic wallet according to the displayed instructions. In this procedure, the User indicates the mobile phone number in the special form for login, which will constitute the Login for accessing and further identification of the User in the Paynet System. The User will also set other Access data (Password and optional Keyword). When using the "Paynet Wallet" mobile application, it will be necessary for the User to set a PIN-code, and if desire the User can set biometric authentication (fingerprint or make face ID (facial identification)) to authenticate and authorize the subsequent Payment Operations.
- c) within the Paynet electronic wallet that opened it, the User will select the identification option for opening the Payment Account and will fill in all the fields of the form to be displayed with his identification data and other related information.
- d) The User will upload to the Paynet System the scanned version or photocopy of his valid identification document;
- e) The Paynet system will send the User a confirmation Code by SMS to the mobile phone number that has been indicated as Login;
- f) The User will enter in the Paynet System for login the confirmation Code received;
- g) The User will make the connection by videoconference with the Company's representative through one of the communication systems: Viber, Whatsapp, Skype at no. contact details indicated on the website [www.paynet.md](http://www.paynet.md) and in the application "Paynet Wallet", in order to complete the identification process as a result of the call made, or will present himself in person at the Company's office and will complete the identification procedure by presenting for verification to the Company of the original of his valid identity document, as well as the completion and signing of the "Questionnaire for the client - natural person" with his identification data and other related information.
- h) As a result, the verification of the information presented by the User and the acceptance by the Company of the opening of the Payment Account:
  - The Company and the User will conclude this Framework contract with the application of the handwritten signatures of both Parties, in case the completion of the User's identification took place as a result of his visit to the Company's office;
  - the opening of the Payment Account for the User if the completion of the User's identification took place online by video conference, means the conclusion by the User and the Company of this Framework contract.

3.3. The following rules will apply during the User identification procedure:

- a) The Company has the right to refuse to open the Payment Account or to continue the business relationship, as well as to refuse the execution of any Payment Operation if the User does not present the documents and / or information requested by the Company or provides false and untrue data and/or documents are incomplete or incorrect.
- b) If the requesting User will not be the actual beneficiary of the Payment Account and / or if the requesting User is a politically exposed person (PEP), for this User it is possible to open the Payment Account following his personal visit to the office of the Company and the procedure for registering of the Payment Account, with the mandatory identification of the effective beneficiary (s) of this Payment Account.
- c) The User has the obligation to update the information presented during the opening of the Payment Account and will communicate to the Company about the subsequent modification of personal data within 30 calendar days from the modification. In this regard, the User will submit to the Company documents certifying the change.
- d) After the identification of the User, the subsequent modification of his data in the Paynet System will be possible only with the consent of the Company.
- e) The precautionary measures are applied by the Company in accordance with the legal framework in force and in accordance with the internal regulations in the field of preventing and combating money laundering and terrorist financing.

3.4. Access to the Payment Account will be opened for the User within one working day from the completion of the procedures for opening the Payment Account described in p. 3.2 of this Framework contract.

3.5. From the moment of opening the Payment Account, the Paynet electronic wallet, previously opened by the User for this purpose, will automatically change its status in this Payment Account, and the subsequent login of the User in the Paynet System will be performed, using the Access Data previously set for accessing of this electronic wallet.

3.6. From the moment of setting the Access Data, the User bears personal responsibility for all Payment Operations performed through the Payment Account, which is opened in the Paynet System. The Access Data can be modified later by the User.

3.7. A User can only have one Payment Account in the Paynet System.

#### **4. Carrying out Operations through the Payment Account**

4.1. The following Payment Operations can be performed through the Payment Account:

- a) payment for goods and services;
- b) transfers of funds;
- c) withdrawals of cash from the Payment Account;
- d) replenishment of the Payment Account from the VISA or MASTERCARD bank card, in cash, from the transfer and remittance of money;
- e) other types of operations from those available.

4.2. The types of Payment Operations that can be executed through the Payment Account and the applicable transactional limits are described in detail in the following documents: Conditions of Use of Paynet Electronic Wallets and Payment Accounts for individual users, in Paynet Account and Wallet Commissions and in Paynet card rates and commissions, which are published on the website: [www.paynet.md](http://www.paynet.md) and in the application "Paynet Wallet". The transactional limits and commissions related to the Payment Account may be different from the standard ones, depending on the Tariff Plan applicable to this Payment Account and which are presented to the User in his personal cabinet, attached to the Payment Account in the Paynet system.

4.3. The User has the possibility to carry out Payment Operations with immediate execution or to start on a certain day or at the end of a certain period (scheduled payments). The periodicity of scheduling the Payment Operations is monthly (one Payment Operation to a certain Beneficiary of the payment per month).

4.4. For the execution of Payment Operations, through the Payment Account, the Company charges commissions according to the rates established at that time, based on the Tariff Plan applicable to the Payment Account.

4.5. The authorization of the Payment Operations by the User is performed using the Access Data depending on the environment in which the Payment Operation is performed:

a) in case of execution of a Payment Operation through the web page: [www.paynet.md](http://www.paynet.md) - in order to complete the authorization of the execution of the Payment Order, the disposable Code will be used, sent by the Company to the User by SMS message;

b) in case of execution of a Payment Operation through the "Paynet Wallet" application to complete the authorization of the execution of the Payment Order - the PIN-code or biometric authentication will be used.

4.6. The Payment Operation authorized by the User may not be revoked after receipt by the Paynet System, unless the execution of the Payment Order is due to begin on a certain day or at the end of a certain period (scheduled payments).

4.7. In the case of scheduled payments, it is possible to cancel the execution of the Payment Order by selecting the "cancellation" option related to the Payment Order within the settings in the personal cabinet of the User related to the Payment Account. Cancellation of the Payment Order for the execution of a scheduled payment is possible at the latest by the end of the working day, which precedes the agreed day of execution of this Payment Order.

4.8. The time of receipt of the Payment Order from the User is considered the time of receipt of the Payment Order by the Paynet System, which is confirmed by electronic notification (for example: by SMS / email or other type of electronic message), or, as appropriate, by printing the receipt, on paper (for example at the post-terminal installed at the merchant), except when the execution of the Payment Order is due to start on a certain day or at the end of a certain period (for example scheduled payments).

4.9. In case of availability in the Payment Account of sufficient financial means for the execution of the Payment Order sent by the User, the Payment Operation will be executed by the Company in real time within the Paynet System, or within the term established by the User, if the type of the Payment Operation does not require immediate execution (eg in the case of scheduled payments). The Company ensures that, upon receipt of the Payment Order, the amount of the Payment Operation is credited to the payment service provider of the Beneficiary of the payment at the latest by the end of the next working day.

4.10. In case of execution of the conditions indicated in points 4.8-4.9 of this Framework contract by the User, the Payment Operation is considered accepted for execution by the Company.

4.11. If necessary, the Company may apply transactional limits to the execution of Payment Operations in order to comply with the requirements of Law 308/2017.

#### **5. Closing the Payment Account. Termination / termination of the Framework Contract**

5.1. Closing the Payment Account signifies the termination / termination of this Framework contract.

5.2. This Framework contract may terminate:

a) by common agreement of the Parties, recorded in a Termination Agreement drawn up in writing and signed by both Parties;

b) by resolution unilaterally by the Company, with the sending to the User of a notice on paper, by SMS or by e-mail at least 2 months before the date of resolution. This resolution will be performed free of charge for the User.

c) at the request of the User to close the Payment Account / resolution this Framework contract, by submitting to the Company in writing the Request for closing the Payment Account, in 10 (ten) calendar days before the requested date of closing. In this case, the closing of the Payment Account / resolution will be done free of charge for the User.

d) as an exception to the provisions of point 5.2 letter c) of this Framework Contract, the User can request online through the "Paynet Wallet" application the closure of the Payment Account assigned to him/the resolution of this Framework Contract with immediate effect without the need a prior notice, which will be done in compliance with the following conditions:

i. In case the User has an amount less than or equal to 50 lei in the Payment Account, upon initiating the operation of closing the Payment Account, the Paynet system will inform him of the amount of money in this account and will propose him to spend it. If the User will continue the operation of closing the Payment Account without spending of this money, the Company will retain this amount as a fee for the closing of the this Payment Account.

ii. In the event that the User has an amount greater than 50 lei in the Payment Account, upon initiation of the operation to close the Payment Account, the Paynet system will inform him of the amount of money in this account and will propose him to spend them. If the User will not spend this money, this Payment Account will not be possible to be closed through the "Paynet Wallet" application.

iii. In case, at the time of initiating the operation of closing the Payment Account, there are unfinished Payment Operations being processed through this account, or restrictive measures are applied to this Payment Account, the Paynet system will refuse to execute the operation of closing the Payment Account, will inform the User about this and will propose to contact the Company's Operational and Support Service to receive explanations regarding this refusal and, as the case may be, for further instructions.

e) as an exception to the provisions of point 5.2 let. b)-d) of this Framework contract, in case of non-performance of contractual obligations by one of the Parties (including if the Company identifies a significant risk as a result of continuing the contractual relationship with the User and/or the User fraudulently uses the Company's services and/or the Company has suspicions regarding the purpose and / or nature of the transactions carried out in the User's Payment Account), the other Party is entitled to terminate/terminate this Agreement by giving notice to the Party at least 5 (five) calendar days before on the date of termination (the Company by sending to the User a notice on paper, by SMS or by e-mail, and the User by submitting to the Company in writing a Request for closing the Payment Account).

5.3. If the User requests the Company to close the Payment Account, he is obliged to pay all debts to the Company, related to the use of this Payment Account. In this regard, the User authorizes the Company to debit the amount of these debts from the this Payment Account.

5.4. Closure of the Payment Account is not possible if restrictive measures are applied to the funds in the Payment Account in accordance with the legislation in force (blocking, seizure, suspension, etc.), which make it impossible to close the Payment Account.

5.5. Upon closing the Payment Account, the funds from it will be refunded in case there are no suspicions of illegal activity, or seizures are not applied by the authorities empowered by law (only the seized amounts will not be refunded until the seizures are canceled), to the User in the Company's Paymet Agents offices, through which withdrawals of financial means can be made in cash or by transfer to the bank account indicated by the User, opened at any licensed bank in the Republic of Moldova.

## **6. Rights and obligations of the Parties**

### **6.1. The company has the following obligations:**

6.1.1. Ensure that the personalized security elements of access to the Payment Account are not accessible to other persons, except the User, who has the right to use the Payment Account;

6.1.2. Ensure that appropriate means are available at all times, which will allow the User to notify the Company of cases of loss, theft, misappropriation of Access Codes that allow unauthorized access to the Payment Account opened in his name, Means of access to them or any other unauthorized use of them, and to request that the Payment Account be unblocked, if the reasons for blocking it have been removed.

In this sense, the Company makes available to Users dedicated telephone numbers for the communication of the cases listed above: (+373 22) 885808, (+373 22) 885809, (+373) 78999998, (+373) 68425125, as well as a special e-mail address: [support@paynet.md](mailto:support@paynet.md), for cases where it will be necessary to provide additional information for the investigation of the cases indicated above.

6.1.3. Blocking the use of the Payment Account, following notification by the User to whom it has been assigned, of loss, theft, misappropriation of Access Data and/or Means of access, or any other unauthorized use thereof.

6.1.4. Obligations of the Company in case of non-execution or improper execution of Payment Operations:

a) if a Payment Order is initiated by the User as Payer and accepted for execution by the Paynet System, the Company is responsible for its correct execution;

b) if the Company has not correctly executed the Payment Order initiated by the User as Payer, it reimburses without delay to the User concerned the amount that is the subject of the Payment Operation not executed or improperly executed and, if necessary, restores the Payment Account debited to the state it would have been in, if the Payment Operation in question had not taken place;

c) if the Company acts as the payment service provider of the User as the Beneficiary of the payment, it is obliged to immediately make available to the User concerned the amount that is the subject of the Payment Operation, as soon as it receives it, by crediting the corresponding amount in its Payment Account.

6.1.5. The Company makes available to the User, on a monthly basis, free of charge, the Account Statements which will contain information about all the operations performed in the User's Payment Account, in electronic format in the Paynet System. The Account Statement can also be accessed by the User through the "Paynet Wallet" application.

### **6.2. The Company has the following rights:**

6.2.1. The company reserves the right to block the use of the Payment Account for objective reasons related to:

a) security of the Payment Account;

b) a suspicion of unauthorized or fraudulent use of the Payment Account.

6.2.2. In cases of blocking of the Payment Account, before blocking or immediately after blocking the Payment Account, the Company informs, via SMS, the User of the Payment Account of the reasons for this blocking, unless the provision of this information is prejudicial to security reasons. objectively justified or is prohibited by the normative acts in force.

6.2.3. The company unlocks the possibility to use the Payment Account, if the reasons for blocking cease to exist.

6.2.4. The Company reserves the right to modify this Framework contract, the conditions and limits of use of Payment Accounts, as well as the related fees unilaterally, notifying the User about this, by publishing the information given on the website: [www.paynet.md](http://www.paynet.md) and in the "Paynet Wallet" application at least 2 months before the proposed date of their entry into force. Modifications are considered tacitly accepted by the User, if he / she does not terminate / terminate this Framework

contractt before the date of their entry into force. In these cases of termination / termination of this Framework contractt, the User will not bear any costs or penalties.

### **6.3. The User has the following obligations:**

6.3.1. Use the Payment Account in accordance with the conditions and security measures set out in this Framework contractt.

6.3.2. Do not use the services provided by the Company in fraudulent money laundering or terrorist financing operations.

6.3.3. To inform the Company as soon as it becomes aware of the cases of loss, theft, misappropriation of Access Data and Means of access to the Payment Account, as well as of any other unauthorized use of the Payment Account, with transmission, at the request of the Company, of the additional information necessary to carry out the investigations.

6.3.4. The User, as soon as he receives access to the Payment Account, is obliged to take all reasonable measures to keep his Access Data safe.

6.3.5. If the User has not ensured the security of the security elements, of the Access Data of the Payment Account, he suffers the losses related to any unauthorized Payment Operation, resulting from the occurrence of an emergency situation (loss, theft or misappropriation of the payment instrument ), but not more than 2500 lei;

6.3.6. The User shall bear all losses related to any unauthorized payment transaction, if these losses result from fraud or intentional non-compliance, or serious negligence, of one or more of his obligations under the provisions of points 6.3.1-6.3.4, 7.1 and 7.2 of this Framework contract. In such cases, the rule on the amount referred to in point 6.3.5 of this Framework contractt shall not apply.

6.3.7. Upon notification to the Company, in accordance with the provisions of point 6.3.3 of this Framework contractt, the User who is the holder of the Payment Account does not bear any patrimonial liability resulting from the occurrence of an emergency situation described in points 6.1.2 and 6.3.3 of this Framework contract, unless the User himself has acted fraudulently.

### **6.4 The user has the following rights:**

6.4.1. To accept or not to accept the new conditions proposed by the Company to modify the conditions of this Framework Contract, as well as the related tariffs. The User's disagreement regarding the changes proposed by the Company will be made until the date proposed by the Company for their entry into force by closing the Payment Account and, respectively, resolution of this Framework contract free of charge, according to the procedure indicated in point 5 of this Framework contractt.

6.4.2. In order to be able to perform Payment Operations through the Payment Account, the User has access to the following information:

- a) the types of payment services that are provided by the Company and the applied tariffs;
- b) Access data;
- c) in case of receiving transfers or payments in foreign currency, the reference exchange rate applied by the Company.

6.4.3 The User may obtain the correction of a Payment Transaction only if he informs the Company, as soon as possible, but not later than 13 months from the date of debiting the Payment Account, about the fact that he has found a Payment Operation that has been performed. erroneously by the Paynet System, not being authorized by the User or has been authorized, but has not been properly executed.

6.4.4. In case of finding any irregularities during the service process, the User may submit a written complaint to the Company describing the detected irregularities.

6.4.5. The Company examines the User's complaint in accordance with its internal procedures and communicates its decision no later than 15 days from the date of receipt of the complaint. If the Company has not examined the complaint in time or if the User does not agree with the communicated decision, he has the right to notify the relevant supervisory authority, or to file an action in the competent court against the Company.

## **7. Security measures**

7.1. After registering in the Paynet System, the User is obliged to:

- a) to memorize and keep secret the Access Data;
- b) use the Password in such a way that it is not seen and / or identified by other persons;
- c) to request the execution of the Payment Operations directly at the merchant or the offices of the Company's Payment Agents only in his presence;
- d) to request the receipt for the transactions performed and to carefully verify the information indicated on it (date, account number, amount of the transaction) if he performs the Payment Operation directly at the merchant or Paying Agent;
- e) not to disclose confidential information on the Payment Account through various means of communication;
- f) to immediately check the balance of the Payment Account, in case of failure of the Payment Operation;
- g) to keep all the receipts of the Payment Operations and to verify them with the Account Statement.

7.2. In case of suspicion of compromising the Access Data or in case of loss or theft of the Means of access to the Payment Account, the User must immediately request the blocking of the Payment Account, notifying the Company in this respect.

7.3. If the User has found the Means of access, which he previously declared lost or stolen, the unblocking of the Payment Account is possible only after the investigation by the employees of the Company of the circumstances in which the Means of access was found and the payment of the commission, according to the tariffs. in force. If, after the research, the Company has concluded that the Payment Account cannot be unlocked, the User is not entitled to use it.

7.4. The Company limits to three the number of incorrect attempts to enter the Password. When User enter the wrong password three times in a row, access to the Payment Account is blocked and cannot be used. Unlocking the Payment Account can be done by entering the correct Password more than 15 minutes from the moment of blocking the access to the Payment Account or by calling the Operational and Support Service of the Company, communicating to the operator the following Access Data:

- Login;
- Keyword (if previously set by the User).



7.5. If the User cannot remember the Payment Account access Password, and the failed attempt limit has not been exceeded and the Payment Account has not been blocked, he can set a new Password. This procedure will be performed by performing the following steps:

- accessing the link "Recover password" on the website: [www.paynet.md](http://www.paynet.md);
- entering the Login, in order to receive a disposable Code for password recovery;
- receiving by SMS the disposable Code for password recovery;
- introduction of the disposable Code;
- creating a new Password and confirming it;
- receiving an SMS confirming the change of the Password.

## **8. Notifications. Processing of personal data**

8.1. All notifications addressed to the User in connection with the use of the Payment Account, will be sent through the use of various communication channels of the Company. In this regard, the User, as a result of opening of the Payment Account, automatically gives his consent to receive informative and advertising communications from the Company by means of SMS and electronic messages by e-mail or by publishing them in his personal cabinet in the Paynet system through which he access the Payment Account.

8.2. The establishment and development of the business relationship between the Company and the User involves the processing of the Customer's personal data in connection with the payment services provided to the User.

8.3. By initiating the procedure for opening of the Payment Account and presenting its identification data to the Company, the User consents to the processing and storage of his personal data by the Company and its Paying Agents, such as: general data identification (name, surname, patronymic, date, month and year of birth; identification number (IDNP), citizenship, resident or non-resident status, image, etc.); contact details (home/residence address, mobile phone number, email), information on holding a public position in the last 12 months (politically exposed person status), identity card details, fingerprint or face ID (facial identification), signature, data on the actual beneficiaries of the Payment Account, occupation and place of work, data on the financial means available in the Payment Account, including their transmission to third parties for the purpose of providing payment services, debt collection and possible market studies, under the condition of ensuring their security, within the limits provided by: the internal security order of the Company including the Regulation on ensuring the security of personal data when processing them within the personal data information systems, Law no. 133/2011 and other normative acts.

8.4. The personal data provided by the User may be processed by the Company in any manner provided by applicable law, the Company having the right to disclose/transfer them, including cross-border, in compliance with the provisions of applicable law, to entities legally entitled to supervise the activity of the Company, to the persons/authorities authorized according to the law to request/receive such information, to the courts, notaries, bailiffs, lawyers, as well as to other subjects.

8.5. By signing and submitting to the Company the Application for opening the Payment Account, the User confirms that he has been informed about his rights (right of access to data, intervention on them and opposition), provided by Chapter III (art. 12-18) of Law no. 133/2011.

## **9. Final provisions**

9.1. The Company is responsible for maintaining the confidentiality of Payment Operations performed through the Payment Account in the Paynet System, except for the cases provided by the legislation in force of the Republic of Moldova.

9.2. The Company is responsible for the integrity of the existing financial means in the User's Payment Account.

9.3. The Parties are released from liability to each other for non-execution of the provisions of this Framework Contract, in case of occurrence of cases of justifying impediment, which directly prevents their execution.

9.4. The User can request explanations regarding the solution of the problems occurred when using the Payment Account by sending a request to the email: [support@paynet.md](mailto:support@paynet.md) or to the contact details of the Company displayed on the web page: [www.paynet.md](http://www.paynet.md) and in the application "Paynet Wallet".

9.5. The Parties shall make every effort to resolve amicably all disputes and misunderstandings related to the execution of the provisions of this Framework contract.

9.6. In case the dispute between the Parties will not be settled amicably, the Parties may appeal for its settlement in the competent courts, in accordance with the legislation in force of the Republic of Moldova.

9.7. This Framework contract enters into force from the moment of opening the Payment Account for the User and is valid indefinitely until the moment of its resolution and closing of the Payment Account of the User.

9.8. This Framework contract is made in English.

9.9. This Framework contract is placed on the website [www.paynet.md](http://www.paynet.md) and in the "Paynet Wallet" application so that it can be accessed and downloaded at any time by the User.

9.10. The Parties shall be guided by the provisions of the normative acts of the Republic of Moldova in force on all questions related to the execution of the provisions of this Framework Contract and are not expressly provided in its text.