



## Rules for using the Electronic Wallet and Loyalty Program

### Chapter I. Rules for using the Electronic Wallet

#### 1. General Provisions

1.1. These Rules for using the Electronic Wallet open within the Paynet System (hereinafter referred to as - Rules) are developed in accordance with 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 Electronic Wallet, including the terms of issuance and redemption of Electronic Money and Payment Service Offer. These Rules also apply to the Special Wallet as specified in section 3.2.4. The Electronic Wallet User should be aware of these Rules and comply with them. The Rules take effect upon their acceptance by the User, by ticking, and are valid throughout the period of holding the Electronic Wallet and the Special Wallet.

1.2. These Rules are intended to control the legal and financial relations between the company "Paynet Services" LLC (hereinafter referred to as "Company") and the User, related to opening and using the Electronic Wallet for financial transactions through it.

1.3. The acceptance of these Rules by the User implies acceptance of the conditions of issuance and redemption of electronic money and of the payment offer of the Company, and is in fact an agreement on the Electronic Wallet open within the Paynet System. The validity term of the Electronic Wallet is one year from the first replenishment thereof, and shall be automatically extended for successive periods of one year, if the User does not fill in the form of Electronic Wallet closing.

1.4. By accepting these Rules the User shall give consent for processing its personal data, such as the cell phone number and the funds available on the Electronic Wallet and Special Wallet open within the Paynet System.

1.5. The funds stored in the Electronic Wallet or Special Wallet must not exceed 2500 MDL. The maximum amount of a transaction shall not exceed the amount of 2500 MDL. The transaction limit for all Payment transactions is set at 10000 MDL per month. If the User wants to use the Electronic Wallet or Special Wallet without specified limits, it will be identified by signing a Framework Agreement in this connection. In addition, if required, the Company may apply other limits in accordance with the requirements of the Law "On the prevention and combating money laundering and terrorism financing" No. 308 as of 22.12.2017.

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 31.10.2014;
- 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;
- E-mail: [support@paynet.md](mailto:support@paynet.md);
- List of agents through whom funds deposits can be made;
- List of agents through whom funds' withdrawals can be made.

#### 2. Terms used

2.1. **Paynet System** – a system of access to the Electronic Wallet and 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 tool for payment, storage and management of electronic money, provided by the Company to the User, without the need to identify it, which can be accessed via: [www.paynet.md](http://www.paynet.md) website, cell phone and tablet application.

2.3. **Special Electronic Wallet for the Loyalty Program (hereinafter referred to as "Special Wallet")** - means a tool for storage and management of electronic money issued by the Company to the User for Bonuses awarded by the Partners of the Loyalty Program and that can be used for payment only within the network of the Loyalty Program Partners under the Loyalty Program Rules (Chapter II of the Common Rules for the use of Electronic Wallet and Loyalty Program).

2.4. **User** - an individual, who pursuant to the laws of the Republic of Moldova holds an Electronic Wallet 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.



2.5. **Paynet 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).

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

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

2.8. **Payment transaction** - any transaction which is reflected in the Electronic Wallet, regarding the Account replenishment with funds, funds withdrawals, payment for goods/services, and other transactions (including the use of Special Wallet) set forth herein.

### **2.9. Authentication data:**

- **Login** – a unique identification code within the Paynet System, equivalent to the User's cell 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.

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

## **3. Electronic Wallet and Special Wallet Management**

### **3.1. Opening of the Electronic Wallet**

3.1.1. Opening of the Electronic Wallet is performed as follows:

- The User accesses the Web page of the Company [www.paynet.md](http://www.paynet.md) or the cell phone and tablet application;
- The User fills in the Application form for opening the Electronic Wallet showing the cell phone number;
- The Cell Phone Number will be the Login for the User's subsequent identification in the Paynet System.
- The User accepts the terms and conditions of these Rules by ticking;
- The Paynet System shall send the User a confirmation SMS with the Code that User will enter to log into the system;
- The User will create a Password;
- The User will set the Keyword.

3.1.2. Since setting the Login and Password, the User bears personal responsibility for all transactions made through the Electronic Wallet.

### **3.2. Making payment transactions via the Electronic Wallet and Special Wallet.**

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

- 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 Electronic Wallet of the User to another Electronic Wallet of the Paynet System;
- From the current bank account (including the card) to the Electronic Wallet of the User and vice versa;
- From the payment card, including VISA and MASTERCARD, to the Electronic Wallet of the User and vice versa.

c) withdrawals of Funds from the Electronic Wallet made at the Company's Agents, by showing the ID card pursuant to the procedures described below.

d) deposits of Funds to the Electronic Wallet made at the Company's Agents.

3.2.2 For making payment transactions via the Electronic Wallet, the Company charges fees according to the Rates.

3.2.3 Granting 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.

3.2.4 All operations using the Special Wallet are performed exclusively within the Loyalty Program under the Loyalty Program Rules (Chapter II of these Common Rules for using the Electronic Wallet and the Loyalty Program).



### **3.3. The terms of Money issuance and redemption on/from the Electronic Wallet**

#### **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 Electronic Wallet 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. Money redemption conditions:**

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 Electronic Wallet 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 daily maximum amount that can be redeemed may not exceed 2000 MDL.

3.3.2.2. 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. By providing his identification data (personal data) the User expresses his consent for these data to be processed by the Company and the Agent that will release the 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). – **After the identification of the User by the Agent's Operator, the subsequent alteration of his personal data within the Paynet System will be possible only with the Company's consent.**

3.3.2.3. 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 the Agreement on using the Electronic Wallet (Electronic Wallet closing);

b) where redemption is requested for more than one year after the termination date of the Agreement on using the Electronic Wallet (Electronic Wallet closing);

3.3.2.4. Where redemption is requested before the termination of the Agreement on using the Electronic Wallet (Electronic Wallet closing), the User can request Money redemption in whole or in part.

3.3.2.5. Where redemption is requested by the User on the date of the Agreement on using the Electronic Wallet (Electronic Wallet closing), or within one year after the termination of this Agreement, the total monetary value of Money held is redeemed.

### **3.4. Electronic Wallet closing**

3.4.1. The Electronic Wallet closing is made by filling in the Application for closing by the User at least 30 days before the closing date of the Electronic Wallet. This procedure is made: by accessing the web page [www.paynet.md](http://www.paynet.md), a cell phone or tablet application and filling in the Application.

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

3.4.3 Upon Electronic Wallet closing the funds from this Electronic Wallet shall be returned to the User at the Agents' offices through which withdrawals of funds can be made, or by transfer on the bank account showed by the User.

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

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

4.1.1. To ensure that the personalized security elements of access to the Electronic Wallet are not accessible to others, except the User, who is entitled to use the Electronic Wallet.

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 the Electronic Wallet, or any other unauthorized use of it, and to require unblocking the Electronic Wallet, if the causes that led to blocking them have been removed.

To this end, the Company makes available the phone numbers for reporting the cases listed above: (+373 22) 885808, (+373 22) 885809, (+373) 78999998, (+373) 68425125 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, once it was notified by the User about any loss, theft, misappropriation of codes allowing the access to the Electronic Wallet or any other unauthorized use thereof.



4.1.4. To submit to the User on a monthly basis, in electronic format, until the 15th day of the month following the reporting month a statement concerning the transactions made with the Electronic Wallet.

**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 by objective reasons related to:

- a) the security of the Electronic Wallet;
- b) a suspicion of unauthorized or fraudulent use of the Electronic Wallet;

4.2.2. In the above mentioned cases of blocking the possibility of using the Electronic Wallet and/or the Electronic Wallet, before blocking, and not later than immediately after blocking the Electronic Wallet and/or the Electronic Wallet, the Company shall inform by an SMS the User whom they are assigned about blocking the Electronic Wallet and the Electronic Wallet, 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, or, where appropriate, opens a new Electronic Wallet, once the reasons for blocking exist no longer.

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

4.3.1. To use the Electronic Wallet under the terms of Electronic Wallet management and the security measures provided for in these Rules;

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, as well as of any unauthorized use of the Electronic Wallet, 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 Electronic Wallet, shall take all reasonable measures to keep safe the assigned authentication data.

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

4.4.1. To accept or not accept the new conditions suggested by the Company as to the amendment of these Rules on using the Electronic Wallet open within the Paynet System, as well as of the relevant rates.

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

- a) the types of payment services that are provided by the Company and the applied rates.
- 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 issuance of Money in such situations is made at the nominal value of the equivalent in the national currency 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.

**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 agents' 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 by phone and other means of communication;
- immediately verify the balance of 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 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 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 it.

5.4. The Keyword set by the User upon the Electronic Wallet opening should be kept in secret. 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 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, or by calling the Customer Support Service of the 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 limit of failed attempts has not been exceeded, and the Electronic Wallet 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";
- 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 made 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 in the Electronic Wallet of the User.

6.4. The Company is entitled to amend unilaterally the Rules and the relevant Rates by notifying the User about it not later than 2 months before the date suggested for the entry into force of the given amendments. The amendments are deemed accepted tacitly by the User, if he didn't express his disagreement, or by closing the assigned Electronic Wallet pursuant to the procedure specified in section 3.4 hereof before the date suggested of the entry into force of such amendments.

6.5. The User may request explanations on solving the problems occurred while using the assigned Electronic Wallet via the e-mail or phone numbers 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 related to the fulfillment of these Rules.

6.10. If any dispute 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. These Rules shall enter into force for the User upon ticking by him of the agreement with its conditions when registering in the Paynet System and will be in force up to the Electronic Wallet closing and the satisfaction of all financial liabilities of the Parties.

## 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 of this Public Offering shall be made by filling in and signing the Application Form at the Outlets of the Loyalty Program Partners or by filing in or ticking on-line on the webpage [www.paynet.com](http://www.paynet.com).

### 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 Partners' 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 the Operator's Partners or filled in or ticked on-line on the webpage [www.paynet.com](http://www.paynet.com).

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" LLC (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](mailto: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 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.

#### **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).

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. All discount premiums/Bonuses are transferred on the new Loyalty Card after its activation as provided for in section 4 hereof.

#### **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 fulfillment 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.