

AGREEMENT
On the «QIWI Wallet» Payment Service Usage
In Order to Purchase Electronic Money and Make Online Payments Using It

The text below contains the terms (hereinafter - the "Terms") of the Agreement that governs the « QIWI Wallet» payment service usage in order to purchase Electronic money and make online payments using it (hereinafter - the "Agreement").

By making a registration of a User Account in the « QIWI Wallet» payment service, the User confirms that he/she/it:

- is acquainted with: (i) the Terms below; (ii) a description of provided Payment service; (iii) the validity period of the Terms below, and its limitations; (iv) the procedure and deadlines of provided services and payment method, and
- in full with no exceptions and limitations accepts the provisions of cooperation set forth below, as well as the rules and requirements (which are an integral part of the Terms set forth below) published on Operator's Website.

From the moment of registration of a User Account on the « QIWI Wallet» payment service, the User shall be deemed to conclude an Agreement on the Terms set out below for an indefinite term (considering article 4.8. of the Agreement), and the Terms become binding upon the Parties ("the Operator" and "the User").

1. Terms and Definitions

- 1.1. **The Subscriber number** - specified by the User at the moment of registration of a User Account on the « QIWI Wallet» payment service phone number provided by mobile operator service to User at the time when the User connects to the mobile network service provider who provides its services in the territory of the European Union and allows the User to use Subscriber number for audio reception and processing of voice calls, as well as receiving and sending text SMS-messages and USSD-messages.
- 1.2. **Self-Service Terminal (SST)** - a kind of Terminal that provides Payment acceptance from individuals in Self-Service mode (without an authorized officer of the Operator and/or the third Party authorized by him).
- 1.3. **Authorization** - the process of analysing and comparing the Authentication data entered by the User, the results of which determined that the User has the right to obtain access to the Service. Authorization shall be effected by the Operator using the software and hardware of the Operator (hereinafter authorized – undergone the Authorization, and unauthorized – not undergone the Authorization).
- 1.4. **Authentication data** - a unique Username (login) and password that you use to access the « QIWI Wallet» payment service through the Internet and/or through the Terminal and make a Payment within the User Account Balance. User Authentication data is assigned at the moment of User registration for « QIWI Wallet» payment service; moreover, in cases provided for by this Agreement the Operator has the right to make a forced change of password with immediate notification to the User by sending SMS-message to a User Subscriber number.
- 1.5. **User Account Balance** - the amount of Electronic money available to the User. User Account Balance is formed by funds previously made by the User.
- 1.6. **Deactivation of User Account**– Operator actions in order to terminate User's Access to the Service by using Authentication data.
- 1.7. **The Law** - The Law of the Republic of Latvia "On payment services and electronic money".
- 1.8. **Identification** - a procedure aimed at establishing User's personal data and confirmation of reliability of established User's personal data on the basis of the document (the document copy), proving the identity for the purposes and in accordance with the requirements of the Law of the Republic of Latvia "On the Prevention of Laundering the Proceeds from Criminal Activity and Terrorism Financing".
- 1.9. **Information package** - a service provided by the Operator, aimed at providing User with information and reference materials, including information about the User Account Balance, User's submitted and received invoices, payments made by the User, etc. The Operator offers the information package to the User free of charge.
- 1.10. **Service Usage** - any User's actions, aimed at managing the User Account, replenishing the User Account Balance, farming of Electronic money, making Payments, receiving consolidated information about the Payments. User may use the Service in order to make a payment only when he/she/it made the prior User Account Balance replenishment for an amount not less than the estimated Payment amount, taking into account the established Limits.
- 1.11. **Operator's Website** – the Website hosted on the Internet by web address: qiwi.lv.
- 1.12. **The Operator** - «QIWI Wallet Europe» Ltd., which is an Electronic money institution, registered in the Financial and Capital Market Commission under No. 06.11.01.423/186, as well as in the Commercial Register of the Republic of Latvia on April 12, 2011. Registration No. 40103405175 (legal address: Kugu Str. 26-59, Riga, LV-1048; e-mail for contacts: eu@qiwi.com; Institutions Supervision: Financial and Capital Market Commission, Consumer Rights Protection Centre).

- 1.13. **Limits** – **minimum and** maximum limits on the amount of User Account Balance replenishment, Payments and turnover of User Account Balance as defined in Articles 1.22 and 1.23 of the Agreement.
- 1.14. **User's personal data** – last name, first name and patronymic name/father's name (if otherwise provided by Law or national custom), personal code (identity number), nationality, date of birth, details of the proof of identity, place of residence (registration) or place of accommodation, taxpayer identification number (if available), and the Subscriber number of the User.
- 1.15. **Payment** – (i) the Operation started by the User and according to which the User informs, confirms and transfers a payment order to the Operator (hereinafter – Payment order) about the Electronic money transferring, being on the User Account Balance, to the Service provider or to another User.
- 1.16. **Service - «QIWI Wallet» payment** service provided by the Operator, aimed at providing services to the User: (i) to ensure the possibility of making Payments; (ii) the collection, processing, storage and delivery to Users of consolidated information about the Payments; (iii) to inform Service providers (on behalf of the User) about Payments made by the User. Service enables User Account registration and User Account management through the production and transfer of documents (commands) over the Internet. The Operator generates the organization of Service operation and the provision of services taking into consideration mutual rights and obligations of the Parties.
- 1.17. **The User** - a physical person with full legal capacity in accordance with the laws of the Republic of Latvia, who has committed a conclusive action to conclude the Agreement and who has the Authentication data for access to the « QIWI Wallet» payment service for its use in order to manage his/her/its User Account, to replenish the User Account Balance (by the purchase of Electronic money) and/or make Payments.
- 1.18. **The Service provider** - the legal entity who carries out activities for sale of goods (rendering services), with whom the Operator has been concluded the agreement on payment service providing, on the base of which the Operator accepts (marketed product) the Electronic money from the User as the means of payment.
- 1.19. **Parties** - the Operator («QIWI Wallet Europe» Ltd.) and the User together (each individually - "Party").
- 1.20. **Terminal** - programming and technical complexes of various types, including Self-Service Terminal machines, pos-terminals (specialized devices such as the checkout Point Of Sale), fixed equipment, pocket mobile devices, handheld terminals and cash registers, as well as the Web server account for authorization Payments on the Internet (payment gateway).
- 1.21. **User Account** - a record in the analytical account of the Operator, representing means of accounting of funds as coming from the User (or other authorized person) in order to replenish the User Account Balance, and spending the funds in order to make a Payment. As the identifier of the User Account in the Operator's records is the registered Subscriber number of the User.
- 1.22. **Account of the 1st level** - the User Account, assigned to the User who has passed the identification procedure in person or in absentia ; The User can replenish an Account Balance of the 1st level **on the minimal amount of 1 (one) euro**, its one-time maximum amount is 2,500 EUR (Two thousand five hundred Euros) and the maximum amount of one payment may not exceed 150 EUR (One hundred fifty Euros); the total turnover within one calendar month may not exceed 1,500 EUR (One thousand five hundred Euros), and the total amount within one calendar year may not exceed 2,500 EUR (Two thousand five hundred Euros); the amount of the required buyout of Electronic money in any one calendar year may not exceed 1,000 EUR (One thousand Euros). To increase the amount of Electronic money required for the repurchase, the User must raise the status of the User Account to the User Account of the 2nd level.
- 1.23. **Account of the 2nd level** – the User Account, assigned to the User who has passed the identification procedure in person; The User can replenish an Account Balance of the 2nd level **on the minimal amount of 1 (one) euro**, its one-time maximum amount is 5,000 EUR (Five thousand Euros) and the maximum amount of one payment may not exceed 500 EUR (Five hundred Euros), the total turnover within one calendar month may not exceed 3,000 (Three thousand Euros), and the total amount within one calendar year may not exceed 24,000 (Twenty four thousand Euros).
- 1.24. **Electronic money** - stored in Operator's automated systems monetary value which: (i) is issued by the Operator upon receipt of money from the User; (ii) exists in the form of the rights of the requirement to the Operator; (iii) is used by the User as a means of payment, which accepts the physical or legal entity who isn't the issuer of Electronic money. Electronic money as a means of payment can be used by the User within the Service for payment for goods and services of Service providers. The list of Service providers, payment of which goods or services can be carried out by the User through the Service, is available on the Operator's Website.

2. Subject of the Agreement

- 2.1. The subject of the Agreement, concluded between the Parties in accordance with these terms, is to provide the User with Operator's services in order to use the Service for the purpose of making payments by the User in favour of the Service provider or for the purpose of transfer of Electronic money to the other User.
- 2.2. In order to properly provide the Operator's services stated in the Agreement, the User agrees to register a User Account in the Service in the manner provided in Article 3 of the Agreement, and to make the replenishment of User Account Balance in the amount at his/her/its discretion, taking into consideration the limits set by the Agreement, before the Operator fulfilled its obligations under clause 2.1. of the Agreement.

2.3. The Agreement is concluded when the User Account is registered by the User in the Service and User Account Balance is replenished in accordance with the requirements and procedures set out in the Agreement.

3. Registration of the User Account

3.1. To qualify for Use of the Service the User is obliged to register a User Account in the Service. Registration of User Account in the Service may be effected by means of the Internet on the Service Website.

To register a User Account in the Service the User must have a phone number appointed by mobile Operator, providing its services in the territory of the European Union, the use of which provides the User with the ability to carry out the reception and processing of voice calls, as well as receiving and sending of SMS-messages and USSD-messages.

3.2. Registration of a User Account in the Service is carried out in the following order:

- a) The User enters the Subscriber number into the offered form of registration in the International Number Format; specified by the User his/her/its Subscriber number will be used as a User name (login) during using the Service;
- b) After receipt of the SMS message containing Authentication data, the User enters such data into a registration form; and after the completion of the registration procedure the User has to carry out change of the password sent him/her/it in the SMS-message to his/her/its personal permanent password.

3.2.1. Registration will be considered complete after the User correctly entering Authentication data obtained by him/her/it from the Service Operator in the SMS-message (in accordance with clause 3.2. (c) of the Agreement).

3.2.2. Making steps to register a User Account in the Service, the User accepts this Agreement.

3.2.3. According to the results of the actions provided by clause 3.2. of these Terms, the User Account in the Service is appropriated to the User; since the User Account is assigned to the User, the User has the right to receive services in the scope of the Information package.

3.3. Within a primary registration of the User Account in the Service, the User must go through the Identification in the following order:

3.3.1. in absentia:

- a) to fill out the QUESTIONNAIRE of the Account of the 1st level on the Operator's Website;
- b) to carry out the first operation of replenishment of the User Account Balance after filling out the QUESTIONNAIRE of the Account of the 1st level by means of transfer the corresponding sum of money into the account of the Operator by making a bank transaction to the bank account of the User, opened in any bank of any country of the European Union; in an attempt to replenish the User Account Balance after filling out the QUESTIONNAIRE of the Account of the 1st level on the Operator's Website in any other way (from among provided by clause 3.4. of the Agreement), the User Account will be blocked before clarification of circumstances and/or carrying out necessary Identification procedures.

3.3.2. in person: to visit the Operator's office personally at the following address: Kugu Street 26-59, Riga, to fill out the QUESTIONNAIRE of the Account of the 1st level and provide the Operator with the original of the passport or ID card.

3.3.3. The User in order to improve the status of User Account to the Account of the 2nd level is obliged to undergo Identification procedure in person in the following order:

- a) to visit the Operator's office personally at the following address: Kugu Street 26-59, Riga;
- b) fill out the QUESTIONNAIRE of the Account of the 2nd level and the actual Beneficiary QUESTIONNAIRE;
- c) provide the Operator with the original of the passport or ID card.

3.3.4. Research of provided information (documents) and the decision to register and upgrade the status of User Account is carried out by the Operator within 5 (five) working days from the moment of receipt by the Operator of all documents and information specified in the clauses 3.3.1., 3.3.2. and 3.3.3. of the Agreement. The Operator has the right to request additional documents (information) from the User. In this case, the period of research of provided information (documents) and the decision to upgrade the status of User Account is extended for a period of up to 10 (ten) working days from the date of receipt by the Operator of the last of required additional documents (information) from the User.

When deciding on the possibility of registering or upgrading the status of User Account the Operator is guided solely by the results of the internal evaluation of submitted data and documents, and he/it may refuse to register or upgrade the status of the User Account without explanation (reasons) for such refusal.

3.3.5. For more information on registering and upgrading the status of User Account, the User may apply to the Operator by sending an e-mail to the e-mail address: eu@qiwi.com.

3.4. The User can replenish the User Account Balance in the following ways:

- a) paying the corresponding amount of money via the Terminal;
- b) paying the corresponding sum of money into the Operator's account in cash through credit institutions which are listed on the Operator's Website;
- c) paying the corresponding sum of money into the Operator's account by making bank transaction to the bank account of the User, opened in any bank of any country of the European Union.

While replenishing the User Account Balance by one of the methods provided above, the User must follow the restrictions and Limits set by the Agreement in respect of User Account appropriate level. When making a transaction of the User Account Balance replenishment as a result of which set restrictions for an appropriate level of the User Account will be broken, the Operator has the right to refuse the User to commit such operation.

To be able to use the Service (except for services included in the Information Package) the User is obliged to carry out the first replenishing of the User Account Balance.

- 3.5. After the User's actions to replenish the User Account Balance (in accordance with the clause 3.4. of the Agreement and subject to limitations set out in clause 3.3.1. b) of the Agreement for the User's Account of the 1st level), the Operator issues emission and transfers to the User Account Balance the Electronic money in an amount equal to the amount of funds provided by the User.
- 3.6. From the moment of commitment by the User of all above-mentioned actions to register a User Account in the Service and replenish the Balance of such User Account, the User has the right to carry out Service Usage in full, an order and on the conditions contained in the Agreement, on the Operator's Website and regulations of the Republic of Latvia.
- 3.7. The Operator accepts the funds only in the EUR currency.

4. The Procedure and Terms of the Service Usage

- 4.1. After registration of the User Account and the first replenishment of the User Account Balance, the User has the right to carry out Service Usage, including for making Payments.
- 4.2. Immediately from the receipt of funds from the User to the account of the replenishment of User Account Balance, the Operator shall issue Electronic money in an amount equivalent to the amount of funds provided by the User (1:1), and shall enter such Electronic money to the User Account Balance, except in cases when the User is replenished the Balance in excess of the Limits established by the Agreement.
- 4.3. Use of the Service is possible only after confirmation of User's identity by specifying of his/her/its Authentication data.
- 4.4. Making Payments with the use of Electronic money being on the User Account Balance in the Service is carried out by the following processes in series: registration, confirmation and transmission of the Payment order by the User to the Operator, making payments in favour of a specified Service provider or other User. The consent of the User to make a Payment is expressed by inputting of all necessary information for implementation of Payment and stage-by-stage performance of all necessary actions. The moment at which the Operator receives a payment order to make a Payment is the time when the User clicked the "Pay" button (or its analogue). Once the Operator receives a Payment order from the User to make a Payment, the User has no right to withdraw it, except the cases expressly provided in the regulations of the Republic of Latvia.
 - 4.4.1. In order to make a proper Payment order, the User creates a Payment order, stating the following information: (i) information on the recipient of Payment (the Service provider or other User in favour of whom the Payment is made, (ii) information identifying the Payment objectives (such as Subscriber telephone number, the number and date of Agreement between the User and Service provider, other information, depending on what is required by the appropriate Service provider to identify the Payment or Subscriber telephone number of other User), and (iii) the amount of the Payment, etc.) in one of the following ways:
 - a) by filling of the corresponding form on the Operator's Website;
 - b) by filling of the corresponding form on the Terminal;
 - c) by filling of the corresponding form on the mobile device with use of the mobile applications of "QIWI Wallet";
 - d) by formation and sending the SMS and/or the USSD message in an order and with the contents, set on the Operator's Website.

For formation, authentication and transmission of Payment orders to make Payments in the manner provided in subparagraph (c) of this clause, the User has the right to download free of charge a mobile application for the mobile device (in the presence of a mobile application for the operating system used on the mobile device of the User) on the Operator's Website. Granting of mobile application is carried out by the Operator free of charge.

Except as otherwise expressly provided in these Terms and/or Operator's instructions, posted on the Operator's Website and/or received by the User directly from the Operator, the formation, authentication and transmission of Payment orders in the manner provided in subparagraph (c) of this clause, are regulated by the rules and requirements provided for the «Visa QIWI Wallet» mobile applications.
 - 4.4.2. The identity of the Payment order to make Payments is made by User's entering the Authentication data, appropriated to he/she/it at the time of registration of a User Account.

The combination of Authentication data of the User is admitted by the Parties as a clear and indisputable confirmation of transactions, orders, requirements and notices.
 - 4.4.3. The User confirms that for registration of User Account he/she/it uses personal information and is responsible for the authenticity and accuracy of the presented data. The User has the right to be registered in the Service, using only personal information, and bears responsibility for correctness of the data, presented and entered by himself/herself/itself in the Service.

The actions that the User carries after entering of Authentication data impose obligations on the User.

The Operator carries out performance of the authorized Payments according to the Payment order of the User. If the Operator has suspicions that the User is fully or partially filed false information, the Operator has the right to refuse to execute a Payment order and ask the User for more information by sending appropriate SMS-message.

- 4.4.4. After verifying the identity of the Authentication data entered by the User and sufficiency of the User Account Balance to make a Payment, the Operator notifies the User on acceptance to execution, or on refusal of execution of the corresponding Payment order, depending on results of check.
If the amount of Electronic money on the User Account Balance is not enough to make a Payment, or when the amount of Payment exceeds the restrictions set by the Agreement for an appropriate level of the User Account, the User is notified on refusal performed by the Payment order.
- 4.5. According to the Law on Personal Data Protection and other applicable regulations of the Republic of Latvia, the User performing actions on registration of the User Account in the Service, **allows the Operator to process his/her/its personal data for the purposes of the Agreement.** User's personal data will not be disclosed to third Parties, except for the data to JS "QIWI", registered in the Russian Federation with registration number 1067760757558 (hereinafter – "АО КИВИ". Signing the Agreement, the User acknowledges that he/she/it is aware and does not mind that his/her/its personal data and the Authentication data of the User Account, in strict compliance with the requirements of regulations of the Republic of Latvia, can be transferred to the processing of АО КИВИ. Processing of personal data is done in accordance with relevant applicable regulations of the Republic of Latvia. Processing of personal data can also be carried in order to meet the requirements of regulations to combat money laundering and financing of terrorism.
- 4.6. The User acknowledges that the obligations of the Operator to the User on execution of the Payment order are considered executed in full from the moment of write-off of Electronic money at a rate of Payment from the Balance of the User Account in accordance with the requisites provided by the User according to clause 4.4.1. of the Agreement. The maximum execution time of the User's Payment order is twenty-four hours.
- 4.7. For Payments with the use of Electronic money the Operator may apply a commission fee. The size of the fee in each case is determined individually, and the User will be informed before Payment implementation.
- 4.8. If the User within 1 year does not use the Service, then starting with next month after the expiry of the above-mentioned period a monthly fee for account maintenance in the amount of EUR 5,00 (five euros) is charged from the User Account till the moment when the balance of Electronic money in the User Account will be equal to EUR 0,00 (zero euros), after which the User Account is automatically deactivated and the Agreement is terminated.
- 4.9. For replenishment of the User Account the Operator will charge a commission fee. The amount of the commission fee is EUR 0.20 per replenishment. The Operator may change the size of the commission fee.

5. User Rights and Obligations

- 5.1. The User has the right to use the Service in full, carrying out the Payments in accordance with the requirements under the Agreement and the information available on the Operator's Website.
- 5.2. The User has the right to use at own discretion the Service with application of the Authentication data. Use of the Service is limited to the obligation of the User not to reproduce, not to repeat and not to copy, not to sell and not to concede, and also not to use any elements of the Operator's Website and/or mobile applications, and also not to transfer to the third Parties access to Service for use of the Operator's Website by such third Parties in the purposes specified by the real clause.
- 5.3. When the User registers a User Account in the Service and/or Use of the Service he/she/it is obliged to specify only personal and truthful information.
- 5.4. The right to use the Service after registration of the User Account is exclusive and non-transferable. In case of transfer by the User of the Authentication data to a third Party, the User in full incurs responsibility for the actions made by such third Parties within Service Usage, and also for the damage, caused by such third Parties to the Service, the Operator and/or the User Account (including making Payments for the account of the means being on the User Account Balance).
- 5.5. The User agrees to regularly, at least 1 (one) time within 1 (one) calendar month, verify the User Account in the Service and report on Payments for the timely discovery of debiting the funds from the User Account Balance in order to make payments, the authorization of which the User denies.
- 5.6. The User is obliged to take actions that are necessary for safety of Authentication data (including to keep his/her/its Authentication data in a place inaccessible to the third Parties) and immediately, as soon as the User is aware that there was an unlawful use of the Service or the breach of data and the safety of User Account is threatened, inform the Operator.
- 5.6.1. In case of loss of Authentication data (theft or in case of other non-legal appropriation or non-authorized usage), the User shall immediately notify the Operator by sending an e-mail to the e-mail address: eu@qiwi.com.
- 5.6.2. In case of the non-notification and/or the untimely notice to the Operator about loss of User Authentication data (theft or in case of other non-legal appropriation or non-authorized usage), the Operator shall not be liable for damage, caused to the User Account (including making Payments for the account of the means being on the User Account Balance) through the Service using User Authentication data until receipt of appropriate notice to the Operator.

In addition, the User will be obliged to compensate the Operator for any damage of Service and/or Operator, caused by using of User Authentication data.

- 5.7. At any time within the Information package provided by the Operator via the interface on the Operator's Website, the User has the right to receive an information on the Payments which have been carried out by the User with Service Usage for the period within 1 (one) calendar year, which comes before the date of provided information.
In case of need to obtain information on Payments, carried out by the User with Service Usage outside the period defined by the present clause, the User is obliged to send to the Operator the letter of inquiry with the indication of the time period of Service Usage. Information is provided to the User by the Operator within 10 (ten) working days from the moment of receipt of the corresponding inquiry from the User.
- 5.8. During the terms of the Agreement the User has the right to receive upon request information on the terms of the Agreement in paper or another durable medium.
- 5.9. The User is responsible for the authenticity, completeness, correctness and validity of the information and documents provided to the Operator, as well as for the legality of Payments, which have been carried out with use of the Service.
- 5.10. Entering into Agreement the User agrees to provide the Operator with personal data and other established by the legislation of the Republic of Latvia User information in accordance with the requirements of the institutions of supervision, as well as in other cases expressly provided for in the legislation of the Republic of Latvia.
- 5.11. Entering into Agreement the User allows the Operator the right to make voice calls, as well as giving consent to receive from the Operator (or his third Parties who are bound for this purpose) SMS-messages to the Subscriber number specified by the User during registration of User Account, for the following purposes:
- to improve the level of safety of Service Usage, including for Payments in favour of the Payee;
 - to inform the User about new products and services provided by the Service Operator;
 - to send the advertising and informational messages, including information about the goods and services provided by third Parties;
 - to send the requests for information about the confirmation of the requested operations concerning the User Account Balance;
 - to send to the User additional information on behalf of the Payee to whom Payment has been made with the Use of the Service.
- 5.12. If the User changed the Subscriber number, the User up to 5 (five) working days from the date of change of Subscriber number, shall:
- to register a User Account on the new phone number and make a first replenishment of balance in accordance with clause 3.4. of this Agreement;
 - to make a Payment by transferring the balance of Electronic money as the replenishment of User Account, which registered on the new phone number, or to demand to buy out the rest of Electronic money by specifying the User's bank account for the transfer of the par value of repurchased Electronic money. About the loss or theft of the mobile phone and/or the SIM card of the User, and/or that Authentication data of the User and/or a protective code of a mobile application became known to the third Parties, and/or about unauthorized use of his/her/its User Account, the User is obliged to report immediately to the Operator by e-mail: eu@qiwi.com to eliminate the possible losses. The User assumes a responsibility for the possible losses of the User which can arise during the period until the notice. In case of loss of the Subscriber number the User loses possibilities of access to the Service. To get access to the Service the User has to renew the Subscriber number.
- 5.13. The User is informed and agrees that the Operator has the right to block the User Account in the cases stated in clause 6.5. of the Agreement.
- 5.14. The User has the right to make to the Operator demands about buyout of Electronic money on the terms and in the manner provided for in clause 7 of the Agreement. The Operator makes the buyout of Electronic money being on the User Account Balance, transferring the par value of Electronic money into the bank account specified by the User, taking into account the restrictions set by the Terms and in such amount as the User specified in the mentioned Article and within quantity of the Electronic money being on the User Account Balance.
- 5.15. The User undertakes to use the Service within the limits established by the Agreement for the User Account of the appropriate level. In case a User exceeds the limit/limits specified in the Agreement, the Operator has the right:
- to refuse to carry out User's latter Payment order;
 - to demand from the User of providing additional information according to requirements of existing regulations of the Republic of Latvia and internal documents and procedures of the Operator;
 - to block access of the User to Service Usage until providing the requested documents (the subparagraph (b) of this clause).
- At the same time the Operator is not liable that the User cannot use Service because the User has been exceeded the limit/limits set by the Agreement for the User Account of the appropriate level.
- 5.16. During the Agreement the User has a right to get the information upon the request about terms of the Agreement on paper or using another independent medium.

5.17. The User undertakes to make regularly, but not less than once within 1 (one) calendar month, checking of User Account into Service and to check the report on Payments to detect early the fact of money retirement from User Account Balance, to make Payments where the User did not send Payment orders to the Operator.

6. Operator's Rights and Obligations

6.1. The Operator shall:

- 6.1.1. provide to the User opportunity effectively to use the Service for implementation of Payments;
 - 6.1.2. when receiving from the User the corresponding Payment order according to the clause 4.4.1 of the Agreement immediately perform it and provide processing of implementation of Payment;
 - 6.1.3. render services in Service Use quickly, qualitatively and according to requirements of applicable regulations of the Republic of Latvia;
 - 6.1.4. when the User uses the Operator's Website, at any time and for par value to make a buyout of Electronic money being at the disposal of the User on condition of granting to the Operator of requested information and the documents necessary for carrying out procedure of Identification according to the clause 7.2. of the Agreement;
 - 6.1.5. according to requirements of applicable regulations of the Republic of Latvia to provide processing of implementation of User's personal data.
- 6.2. The Operator has the right to send SMS-messages to the User Subscriber number specified by the User during his/her/its registration of User Account, for the following purposes:
- a) to improve the level of safety of the Service Usage, including for Payments in favour of the Payee;
 - b) to change the password, when receiving the corresponding request from the User;
 - c) to inform on the status of making Payments;
 - d) to receive a confirmation from the User about the Payment;
 - e) to inform the User about the failure to make a Payment;
 - f) to inform the User about new products and the services provided by the Operator;
 - g) to send the notice about deactivation of User Account in the Service in connection with its non-use by the User (clause 4.8. of the Agreement);
 - h) to send advertising and informational messages, including information about the goods and services provided by third Parties;
 - i) to send the requests for information about the confirmation of the requested operations concerning the User Account Balance;
 - j) to send to the User additional information on behalf of the Payee to whom Payment has been made with the Use of the Service.

6.3. The Operator has the right to refuse the User to make a payment if:

- a) the rest of the User Account Balance in Service is insufficient;
- b) information provided by the User for implementation of Payment is not sufficient, and/or the Payment order of the User contains wrong (incorrect, inconsistent) information, and also in case of existence of technical problems (communication, the Internet, the planned or unplanned modernization works). In the specified case the User has the right once again to create, certify and report to the Operator the Payment order, containing correct information according to clause 4.4.1 of the Agreement;
- c) the amount of payment exceeds the maximum Limit or is less than the minimum payment limit (if that is established) or otherwise breaks the restrictions set for the User Account of the appropriate level;
- d) the User Account is blocked or its action is limited, including if the Operator had reasonable suspicions in unauthorized use of the User Account; in that case the User has to address to the Operator for carrying out necessary actions and providing necessary data and information for removal of restrictions;
- e) the User Account is deactivated; in this case the User has to address to the Operator for implementation of activation of the User Account;
- f) in other cases established by the Law.

The operator doesn't bear liability for damages which arose at the User in connection with Payment refusal by the Operator on the bases stated above. Thus the Operator is obliged to inform the User on impossibility of commission of Payment and after elimination of causes of failure to carry out all necessary actions (both technical and financial) that Payment was executed as soon as possible.

6.4. The Operator is obliged to provide the Users with reports on Payments made by the Users via the Service using Electronic money. Reports are available on the Operator's Website in personal User area after entering of Authentication data.

6.5. The Operator has the right unilaterally, without the prior notice of the User, to block the User Account in the Service in case the User violated terms of the Agreement (as well as violated Limits) or there was a reasonable reason for suspicions that Service is used by the User illegally, unlawfully, for fraudulent purposes or for the legalization of the money received by a criminal way, to the moment while the Operator completely won't be convinced of the opposite. If the previously mentioned information is confirmed, the Operator unilaterally, without notifying the User, has the right to make a decision to terminate

the Agreement and deactivate User Account, and performing other actions in accordance with the legal regulations of the Republic of Latvia. The Operator unlocks the User Account as soon as the reason for the blocking will be disposed.

- 6.6. In case the Operator has reasonable suspicions about the identity of the User, the Operator has the right to request any information from the User, which, according to the Operator, is necessary to identify the User and to confirm his right to dispose of the User Account used by such User. At the same time the Operator has the right before he establishes the circumstances, referred to above in this clause, to suspend making the Payment initiated by such User by any method provided by the Agreement.
- 6.7. For the purposes of the Agreement the Operator has the right to process the personal data of the User on the basis of the consent provided by the User in accordance with clause 5.9. of the Agreement.
- 6.8. The Operator does not regulate or control the legality of the transaction of the User with the Service Provider, its conditions, as well as the fact and the consequences of execution, performance and termination of the transaction, including the return of payment according to such transaction and the payment of the applicable taxes and fees by the User and/or Service Provider. Also the Operator doesn't review the complaints of the User concerning non-execution (inadequate execution) Service provider of the obligations under the transaction, including obligations for transfer to the User of the goods (services) acquired by the last.
- 6.9. The Operator guarantees the confidentiality of the personality, account and transactions of the User in accordance with Art. 43 of the Law of the Republic of Latvia "On Payment Services and Electronic Money".

7. Electronic Money Buyout Terms and Procedure

- 7.1. The Operator shall upon request of the User, when the last uses the System interface on the Operator's Website, in the Service at any time to repurchase Electronic money being at the disposal of User at par value by transferring the monetary value of Electronic money in non-cash to the account specified by the User.
- 7.2. Before a buyout of Electronic money the Operator has the right to request from the User to present an identification document, and if it is necessary, to make actions on re-identification of the User provided by regulations of the Republic of Latvia or internal procedures of control of the Operator. In cases when the Operator according to the Agreement requested from the User of providing additional documents, the Operator has the right not to begin performance of a buyout of Electronic money till the moment while the User won't provide the requested documents.
- 7.3. The User assumes the responsibility for the indication of correct number of the bank account of the recipient in the IBAN format for performance of a buyout of Electronic money. In case of the indication of wrong IBAN number, the responsibility for possible losses is imposed to the User.
- 7.4. If buyout is required by the User before the date of expiry of the Agreement the Operator use the buyout fee according to the Operator's rates.

8. Responsibility

- 8.1. The User bears responsibility before the Operator for correctness submitted during registration of the User Account data, as well as for the truthfulness and accuracy of the provided documents, and the accuracy of the Payment orders.
- 8.2. The Operator does not compensate to the User damages that have been ensued due to non-authorized payments in case if User acted non-legally, as well as in case if User intentionally or due to gross negligence did not meet his/her obligations connected with a usage of Authentication data and ensuring the safety or with an obligation to inform about the loss of Authentication data according to the terms of the Agreement.
- 8.3. During the registration of the User Account in the Service, the User is automatically connected the service of SMS-confirmation for Payments made with the Use of the Service. The service of SMS-confirmation for Payments is free of charge and it is provided to the User in order to increase the level of safety of Payments, which are made using the Service. The service of SMS-confirmation for Payments may be forcibly disconnected by the User via the Operator's Website. In the case of a forced shutdown by the User the service of SMS-confirmation for Payments, the User will lose the right to file claims to the Operator in connection with the illegal write-off of money from the Balance Sheet of User Account.
- 8.4. The User undertakes to use the Service in accordance with the terms of the Agreement and shall assume responsibility for any damages that may arise due to the fact that he/she/it did not provide reliable storage of the Authentication data and thus allowed the illegal use of the Service. The User undertakes to take all necessary measures to maintain confidentiality, to prevent unauthorized use and protect the Authentication data from unauthorized access by third Parties. The User agrees not to disclose his/her/its Authentication data to third Parties.
 - 8.4.1. In case the User becomes aware of the write-off of funds from the Balance Sheet of User Account for the execution of the Payment, the order of which the User is not formed and did not transfer to the Operator, the User shall promptly, but in any case not later than 13 (thirteen) months from the date of write-off of money from the Balance Sheet of User Account, notify the Operator of an unauthorized transfer of funds from the Balance of User Account by sending an e-mail to the e-mail address: eu@qiwi.com.

- 8.4.2. In case of the non-notification and/or the untimely notice the Operator by the User about the fact of non-authorized write-off of money from the Balance Sheet of User Account, the Operator doesn't bear the damage liability, caused to the User Account of the User by such write-off.
- 8.5. The User confirms that he/she/it is warned about the responsibility for the illegal use of User Account in the Service and/or the Service directly.
- 8.6. The Operator is not responsible for the quality of goods and/or services offered by the Service Providers. All claims of receipt of goods and/or services, their quality or compliance to the terms of Agreement, User has to submit to the Service Provider.
- 8.7. The Operator is not responsible for the prices set for goods and services by the Service Provider, as well as changes of these prices.
- 8.8. If the User denies that he/she/it authorized the executed Payment or claims that the Payment is executed incorrectly, the Operator shall prove that the Payment is authenticated, accurately recorded and transferred to the accounts and not affected by technical errors or other defaults.
- 8.9. In case as a result of illegal action of the Operator the loss was caused to the User, the Operator pays straight damages which arose to the User in connection with plunder of Electronic money. The size of indemnification is limited to the size of the Electronic money being on the User Account Balance of the User which existed till the moment when losses were caused to the User.
- 8.10. The Operator pays to the User damages which arose in connection with plunder of Electronic money from the User Account Balance of the User in case it resulted from an error of the Service. The amount of compensation is limited only by the volume of stored Electronic money which existed till the moment when the error occurred in the Service.
- 8.11. The Operator is not responsible for any delay in performance of his/ its obligations, unrealized transaction paid by Electronic money, unreceived goods or services if the User specified the wrong data for implementation of Payment or didn't provide for Payment implementation amount of Electronic money in full, considering those restrictions which are set in the Agreement or which were set by the third Parties connected with certain Payment. If the User specified the wrong data that identifies Payment (clause 4.4.1. of the Agreement), the Operator shall not be liable for any failure or faulty executed Payments, however, the Operator is trying to get a refund for the non-executed or faulty executed Payment. For successful refund Operator can hold from User Account Balance a fee for the return of funds in the amount of 10% of the refunded payment, but not more than 10 EUR.
- 8.12. The User agrees that he/she/it warned that if revealed that User uses the Service and/or User Account for fraud and laundering the proceeds from criminal activities, or any other illegal purposes, the Operator will take all necessary measures to call the User for responsibility according to applicable legal acts.
- 8.13. The Operator is responsible for the implementation of Payment order which the User has sent to the Operator according to the clause 4.4.1 on the base of Law.
- 8.14. The Operator shall maintain the confidentiality of the personal data of the User as well as other information about the User, which became known to the Operator in connection with the Service Usage by the User, except in cases, when:
- such information is public;
 - information is disclosed according to the requirement or with the permission of the User;
 - information is subject to granting to contractors of the User in the volume necessary for execution of terms of the Agreement;
 - information demands a disclosure on the bases provided by the legislation, or according to transactions causing suspicion, or at receipt of the corresponding inquiries of court or authorized government bodies.
- 8.15. The Parties commit themselves not to carry through the Service unlawful financial transactions, illegal commerce transactions on legalization of proceeds from crime and any other operation in violation of the law of the Republic of Latvia, as well as to take all possible steps to prevent the attempts of illegal trafficking, illegal financial transactions, operations aimed at the legalization (laundering) of proceeds from crime.
- 8.16. The Operator has the right to refuse the commission of Payments to the User with Service Usage by sending the SMS notices to the Subscriber number with the indication of a cause of failure, including in case of reasonable doubts in legality of actions of the User. Thus the Operator has the right to demand from the User of submission of additional information on the User and about activity of the User (including a documentary material on a paper carrier); in case of refusal in providing such information or its non-presentation within 45 (forty five) days from the moment of the sending to the User of the corresponding request for providing documents (information), the User Account is blocked.
- 8.17. The Parties shall not be liable for the total or partial failure to meet Agreement obligations, unless the Party has not fulfilled its obligations for reasons beyond the control of that Party (force majeure), which emerged after the Agreement enters into force, and that it was impossible to foresee and eliminate by reasonable means.
- 8.18. That Party which is unable to perform its obligations by the Agreement as a result of force majeure, of such occurrence shall immediately inform the other Party.

9. Modification and Termination of the Agreement

- 9.1. The Operator has the right to change this Agreement unilaterally. The Operator informs the User on all changes in the Agreement, publishing the text of changes on the Operator's Website within 2 (two) months before coming into effect of such changes. If the User after coming into effect of changes continues to use the Service, the User is considered to have accepted the changes of the Agreement.
- 9.2. The User has a right to unilaterally withdraw from the Agreement by notifying the Operator in 1 (one) month. The Operator has a right to unilaterally withdraw from the Agreement by notifying the User in 2 (two) months. In the case of termination of the Agreement the Operator is obliged at the request of the User to repurchase the Electronic money being on the User Account Balance, in an order established by clause 7. of the Agreement.

10. Complaints and Dispute Resolution Procedure

- 10.1. The User has to submit any claims and requirements for services, demands, contracts, Payment orders immediately to the Operator, having shown the relevant documents concerning the ownership of the corresponding User Account to this User together with an identification document.
- 10.2. The Operator reviews the submitted complaint and answers within 10 (ten) calendar days from the date of receiving a claim that has been submitted by the User who is the consumer according to the laws of the Republic of Latvia about consumer protection, and within 45 (forty five) calendar days from the date of receiving a claim that has been submitted by the User who is not consumer according to the laws of the Republic of Latvia about consumer protection.
- 10.3. All disputes arising in respect of the Agreement and cannot be resolved by negotiation shall be considered by the court in the jurisdiction of the Republic of Latvia. Additionally, the User has an access to out-of-court procedures for handling complaints and appeals, which are determined in accordance with the Acts of the Law, including the User's right to in case of a dispute to apply to the Consumer Rights Protection Centre or to the Ombudsman of the Latvian Association of Commercial Banks.

11. Miscellaneous Provisions

- 11.1. On matters which are not specified in the Agreement, the Parties shall be guided by the normative acts of the Republic of Latvia.
- 11.2. The Agreement is made in the Latvian, Russian and English languages. In case texts in Russian and English languages are translated differently, crucial importance has the text in the Latvian language.
- 11.3. By his/her/its actions during the registration of User Account, the User acknowledges that all conditions stated in the present document are clear to him/her/it and he/she/it undoubtedly and in full takes them on himself/herself/itself.
- 11.4. The User guarantees that he/she/it is the capable person who can assume those rights and duties which follow from the Agreement.
- 11.5. In case that any provision of the Agreement is held invalid, this condition (as far as is invalid) does not apply, however, this does not affect the other terms of this Agreement.

Support Service

If you have any questions or ambiguities, please contact the Operator by filling out the application, which can be found on the Operator's mobile application QIWI Wallet Europe, or by sending an e-mail to the e-mail address: eu@qiwi.com. We will try to help and solve the problem!