

Approved
by the Order of the Chairman of the Board
LLC (Khakas municipal bank)
№350B of 04.07.2017
with changes of 01.10.2017

Conditions

Of providing a service “Card to Card Transfer” with using of internet sites of LLC (Khakas municipal bank) and its partners (public offer)

Abakan, 2017

1. Terms and Definitions

In the present document, terms written with the capital letter, have the following meaning:

Authorization – a procedure of enquiry and obtaining an answer to such an enquiry by the Bank in the form of permission or restriction to the operation on the Card from the Issuing bank of the Card or from the Payment system.

Bank - LLC “Khakas municipal bank”

Issuing bank – a credit institution, issuing the Card

Transfer Currency – Rubles of RF

Verification – a procedure of additional checking by the Bank and/or Partner of Bank’s Client and Sender’s Card, performed in order to lower the risks of fraudulent transactions via Sender’s Card with Technology 3DSecure.

Card holder – an individual – owner of the card, to whom the card is issued by the Bank or a Third-party bank.

Internet site of the Bank – the set of software of the Bank, and information as well, the way of its presenting and technical means, giving an opportunity to the Internet users to get an access to the particular information, including Bank site on the Internet.

Internet site of the Partner - the set of software of the Bank’s Partner, and information as well, the way of its presenting and technical means, giving an opportunity to the Internet users to get an access to the particular information.

Card – bank card of the Payment system, issued by the Bank or a Third-party bank, located on the territory of the Russian Federation.

Sender’s card – Card, with using the data on the requisites of which, monetary assets are written-off from the Card Account of the Sender upon providing the Service.

Recipient’s card - Card, with using the data on the requisites of which, monetary assets are transferred to the Card Account of the Recipient upon providing the Service.

Client – an individual – Sender’s card Holder, having joined the conditions of the Contract.

Commission – sum, calculated in the Transfer Currency and which must be paid by the Client in favor of the Bank for Service according to the Bank’s rates. Bank’s rates, setting out the amount and basis of the payment of the commission by the Client, are presented on the Bank Internet site with the link located on the web page providing Service on the Internet. The Commission is calculated by the Bank/Bank’s Partner and is brought to the attention of the Sender’s Card Holder after the Sender’s Card Holder has selected the options of the Sender’s Card, Recipient’s Card and the sum of transfer before the moment of Joining the Contract.

Limits of transfer – a document, setting out the limits on sums and quantity of operations upon providing the Service. The Limits are presented on the Internet site of the Bank with the link located on the web page providing Service on the Internet. Every time at the moment of providing the Service, the Client agrees on the Limits of transfers, valid at the time of operation.

Bank’s Partner – any entity, having entered into a contract with the Bank, on the basis of which Sender’s Card Holder has an opportunity of using the Service, referring to the Bank through the Partner’s Internet site with the order, provided by the Contract.

Payment system – international payment system Visa International or international payment system MasterCard Worldwide or National payment system “Mir”

Assignment – Client’s order, applied to the Bank with the way, provided by the Conditions and including the information on joining to the Contract and the assignment of the Client to the Bank to provide Service on the basis of information, entered by the Client on the site of the Bank / Internet site of the Partner.

Joining the Contract – performing particular actions by the Sender’s Card holder, which are specified by the Conditions, and which are directed to obtaining Service and confirmation of the agreement to enter the Contract.

RF – the Russian Federation

the Internet – computer net Internet

Third-party bank – issuing bank, which issued the Card, except for the Bank.

Transfer Sum – sum of monetary funds in the Transfer Currency, selected by the Sender’s Card holder with number of parameters for providing Service.

Sender’s Card Account – an account, opened in an Issuing bank, including the Bank, which is used for operations with Sender’s Card according to the law of the RF.

Recipient’s Card Account - an account, opened in an Issuing bank, including the Bank, which is used for operations with Recipient’s Card according to the law of the RF.

Parties – title for both Bank and Client

Technology 3DSecure – technology, developed by the Payment systems to provide higher security standards for bank cards operations on the Internet. Within the technology, the Client’s identification if performed on the server of the Issuing bank of the Recipient’s Card in the way, defined by such a bank (for instance, entering of a particular pass code). Security standard of the Payment system MasterCard Worldwide, supporting technology 3DSecure, is entitled MasterCard SecureCode, Security standard of the Payment system Visa International, supporting technology 3DSecure, is entitled Verified by Visa, Security standard of the Payment system Mir, supporting technology 3DSecure, is entitled MirAccept.

Service (card to card transfer) – service on bank cards of individuals, which is provided according to Client’s assignment applied to the Bank, in accordance with the order, provided by the Conditions, and ensuring an opportunity of performing operations, connected with monetary funds transfer with the usage of Recipient’s Card’s parameters, provided by the Bank to the Client according to the Conditions.

Conditions – conditions of providing service “card to card transfer” with using Internet site of LLC “Khakas municipal bank” and its Partners (Public offer)

2. General Regulations

- 2.1 These Conditions are a public offer (according to the art. 437 Civil Code of RF), made by the Bank in order to enter a joining Contract (according to the art. 428 Civil Code of RF) for providing Service to a Client (further - Contract). After Client’s joining the Contract, with the way, provided in the present Conditions, Contract is considered to be concluded. Text of the Conditions is presented on the Bank’s Internet site on the Internet with the address: <https://kbhmb.ru/>
- 2.2 The Contract is valid relating one particular Service (providing one monetary transfer after Client’s assignment)
- 2.3 Regarding Service providing by the Bank, the Contract is in force until complete fulfillment of the Contract obligations by the Parties, such as providing the Service by the Bank “Card to Card Transfer” (payment of funds to the Issuing bank of Card Holder) and Client’s payment of Bank’s Commission.
- 2.4 Fixation Joining the Contract is performed by the Bank/Partner of the Bank electronically and is stored in the hardware-software complex of the Bank/ Partner of the Bank.

Statements from the hardware-software complex of the Bank/ Partner of the Bank may be used as proofs when handling disputes, including in court.

3. Subject matter of the Contract

3.1 the Bank provides to a Client an opportunity to use the Service with the help of Internet site of the Bank, Internet site of a Partner. When the Service is being provided the Bank performs the following actions:

3.1.1. In case when Sender's Card and Recipient's Card are issued by the Bank:

- receives and operates the Assignment for monetary transfer from the Account of Sender's Card to the Account of Recipient's Card;
- conducts write-offs from the Account of Sender's Card in amount of the Transfer Sum and the Commission;
- conducts funds payments into the Account of Recipient's Card in amount of the Transfer Sum;
- conducts forming electronic documents, confirming the operation.

3.1.2. In case when Sender's Card and Recipient's Card are issued by the Third-party Banks:

- receives and operates the Assignment for monetary transfer from the Account of Sender's Card to the Account of Recipient's Card;
- conducts forming electronic documents, confirming the operation.

3.1.3. In case when Sender's Card is issued by the Bank and Recipient's Card – by a Third-party Bank:

- receives and operates the Assignment for monetary transfer from the Account of Sender's Card to the Account of Recipient's Card;
- conducts write-offs from the Account of Sender's Card in amount of the Transfer Sum and the Commission;
- conducts forming electronic documents, confirming the operation.

3.1.4. In case when Sender's Card is issued by a Third-party Bank, and Recipient's Card – by the Bank:

- receives and operates the Assignment for monetary transfer from the Account of Sender's Card to the Account of Recipient's Card;
- conducts funds payments into the Account of Recipient's Card in amount of the Transfer Sum;
- conducts forming electronic documents, confirming the operation.

4. Conditions of providing Service by the Bank

4.1 Bank provides Service to the Client according to conditions of the Contract, requirements of the legislation of RF and rules of Payment systems, as provided in the present Contract, and with simultaneous fulfillment of the following conditions:

4.1.1. Availability of the technical feasibility of the Bank for the particular Service;

4.1.2. Successful completion of Client's Verification;

4.1.3. Bank's availability of permission to conduct operations on the Card, received as a result of Authorization.

4.1.4. Payment by the Client the Commission, for the provided Service according to the Contract;

4.1.5. Absence of direct prohibitions of the operations, provided by the Contract and the contract, on the basis of which the Card is issued and serviced.

4.1.6. Correspondence of the parameters of the operation to the limitations, set by the Bank and/or PS and/or current legislation, on sums and amounts of operations on Cards within the providing Service, including set by the Bank Limits of Transfers.

4.1.7. Sender's and/or Recipient's Cards issued by the Issuing banks, located on the territory of the Russian Federation.

4.2. Bank is entitled to refuse to the Client to provide the Service in case of the fact that the Conditions, stated in paragraph 4.1 are unfulfilled, also in cases, whether restriction or limitations for conducting Card operations are set by the Issuing bank and/or Payment system and/or RF legislation and whether the Sender's Card is a corporate electronic means of payment and monetary funds for the transfer are taken from the account of an entity or an individual entrepreneur.

4.3. Bank is entitled to refuse to the Client to provide the Service unilaterally and without explanations, including the case of detection of Client's operations, containing according to the legal and regulation instruments of Bank of Russia features of unusual operations, or operations, having potential of reputation risks for the Bank, and also, whether the Bank has suspicions, that the operation is performed with violation of the law of RF, Payment systems' rules or might be fraudulent.

4.4. Bank takes the Commission from the Client for providing Service. The Commission is calculated from the Sum of the transfer and is included to the total amount of the authorization request, provided through the Sender's Card, and is to be written-off without any additional Client's orders (Client gives their acceptance in advance) from the Account of the Sender's Card over and above the Sum of the transfer on the date of the write-off from the Account of the Sender's Card of the Sum of the transfer. In case of absence on the Account of the Card at the moment of Authorization of sum, sufficient for providing Service and paying the Commission, Bank does not receive for operation Client's Assignment and does not provide Service. The Sum of the Commission and total sum – Sum of transfer and Commission are presented in the screen in Transfer Currency in relevant boxes on the screen from of Internet site of the Bank/ Internet site of the Partner before Joining the Contract.

Client confirms, that they agrees with the right of the Bank to write-off from their Account Sender's Card of monetary funds in order to fulfill the Client's obligations within the Contract, which is a Client's acceptance given in advance.

4.5. In case when the currency of the Sender's Card Account and/or Recipient's Card Account differs from the Transfer Currency, conversion into the currency of the Card Account of the Sum of Transfer and Commission, included into authorization request, is conducted by the Issuing bank of the Card according to the rules and conditions set by such an Issuing bank.

4.6 Service is considered provided by the Bank to the Client in case, when the Bank has received permission to provide operation on the Card as a result of Authorization, and actions on provided Service have been performed, which are stated in paragraph 3.1. of Conditions.

4.7 Bank/Partner of Bank informs the Client on the results of the Service provided, by showing a message with the result of Service provided onto the screen form Internet site of the Bank / Internet site of the Partner.

4.8. Terms of incoming funds into the Recipient's Card Account within the Service depends on Issuing bank of the Sender's Card and may range from a few minutes to 3 (three) working days.

4.9. Bank does not take responsibility in cases, when payment of funds into Recipient's Card Account is conducted with violations of terms and other regulations, set by the rules of Payment systems, Contract and RF legislation attributable to a Third-party bank.

4.10. Bank does not take responsibility for mistakes, made by the Client while applying for the Service at the moment of entering the parameters of the operation and leading to transfer of monetary funds with incorrect Sum of Transfer or to incorrect requisites.

In cases stated above, Service is considered provided by the Bank to the Client in an appropriate way and in full accordance to the Contract, and the Client on their own, is to resolve all further mutual calculations with the individual, on Account of whom, monetary funds were transferred as a result of provided Service.

4.11. Sender's Card Holder has an opportunity to refuse the Service at any moment until Joining the Contract. In this case, transfer of monetary funds from the Account of Sender's card to the Account of Recipient's Card is not conducted, the Commission is not withdrawn.

5. The Procedure for providing Service

5.1. Bank provides an opportunity to the Sender's Card holder to apply for Service using the Internet site of the Bank / Internet site of the Partner.

5.2. Sender's Card holder enters/selects the parameters of the operation, according to which, Bank must provide Service, as follows:

- Number of Sender's Card;
- Duration of Sender's Card;
- Number of Recipient's Card;
- sum of transfer;
- other parameters, if they are requested by the Bank / Partner of the Bank

5.3. Bank conducts calculations on the sum of the Commission, which is shown in a relevant box in the screen form of Internet site of the Bank / Internet site of the Partner in Transfer Currency.

5.4 Sender's Card holder performs verification of the parameters of the transfer, including the correctness of number of Cards, Sum of the transfer and Commission calculations and confirms their wish to obtain the Service within the parameters, presented in the screen box, by pressing the button "perform transfer". The phrase in quotes may differ from stated text, though, it must be similar in meaning. From the moment of pressing the button, the Contract

is regarded as concluded (Joining the Contract fulfilled), while Sender's Card holder becomes a client. After the confirmation of Service parameters and Verification, Client does not have opportunity to refuse from obtaining the Service.

5.5 By Joining the Contract Client confirms the fact that, Client gives to the Bank their consent to processing Client's personal data, according to paragraph 6.1.5 of Conditions.

5.6 On the basis of the parameters, entered by the Client, Bank verifies them on relevance to the conditions of the section 4 and then provides Service.

6. Rights and obligations of Parties

6.1. Bank is entitled to:

6.1.1. Demand Client's strict compliance of the Contract Conditions and Commission payment for Service provided.

6.1.2. Refuse to the Client to provide Service on the bases, set by the Contract and/or RF legislation.

6.1.3. Amend the Conditions unilaterally. The changes made become obligatory for the Bank and the Client from the moment of their presentation on the Internet site of the Bank and are applied to Service, provided by the Bank after posting the changes in Conditions on the Internet site of the Bank.

6.1.4. Amend unilaterally sums of the Commission for the Service provided. The current amount of the Commission is always brought to Client's attention before the time of providing the Service with the procedure established by paragraph 4.4 of the Conditions.

6.1.5. Bank has a right to process any kind of data, related to personal information of the Client, with using automated facilities or without them, including collection, recording, systematization, storage, archiving, clarification (updating, amending), extraction, usage, transferring (spreading, providing, access), sanitization, blocking, deleting, destruction of personal data, provided to the Bank while concluding the Contract, and other actions, provided by Federal law from 27.07.2006 №152-ФЗ "On Personal Data".

6.2 Bank is committed to:

6.2.1. Provide Service in an amount and terms, established by the Contract.

6.2.2. Place a relevant version of the Conditions on the Internet site of the Bank.

6.2.3. Comply with the rules of bank secrecy on the Client's operations, conducted with the usage of Cards, and information on the Client. Data on the Client's operations, conducted with the usage of Cards, and information on the Client may be transferred by the Bank to third parties in cases, provided by the RF legislation.

6.2.4. Deal with claims of the Clients concerning quality of provided Service.

6.3. Client is entitled to:

6.3.1. View the current version of the Conditions on the Internet site of the Bank.

6.3.2. Make a request to information center of the Bank in order to obtain a consultation or other kind of help when having queries, related to providing Service. Telephone number of the information center of the Bank is presented on the Internet site of the Bank / Partner of the Bank.

6.4 Client is committed:

6.4.1. Not to perform Card operations, connected to business activity or private practice.

6.4.2. Not to transfer Card requisites to third parties.

6.4.3. Timely and in full amount before Joining the Contract, to learn about the conditions of the Contract and Sum of the Commission.

- 6.4.4. To pay for the Service in amount of the Commission.
- 6.4.5. Not to perform operations, related to legalization of criminal incomes, containing features of unusual operations according to the documents of Bank of Russia, or operations having potential of reputational risks for the Bank.
- 6.4.6. When transfer from card to card to provide accurate information, requested by the Bank.
- 6.4.7. To perform operations, related to monetary funds transfer, provided by the Contract, in strict compliance with the RF legislation.

7 Considerations of disputes and claims

- 7.1. Contract is regulated and interpreted in accordance with the RF legislation.
- 7.2. All queries, controversy or claim, appearing from the Contract or anyhow related to It, shall be settled by negotiations among the Parties. In case of absence of agreement all disputes and controversy on the Contract are for considerations in accordance with Civil Court Procedure Code of the RF.
- 7.3. When any disagreement, relating Contract performance, parties must provide each other with the pre-trial claims on the Banks address, mentioned in section 8 of the Conditions, in a written form. The claim may be personally handled over, with special delivery, or directed with the way, ensuring its obtaining by the Bank and ability to confirm the fact of sending and the date of its obtaining by the counterparty.
- 7.4. Client's claim, besides description of the subject matter of the claim, must contain the following information:
 - late of claim, Name, Middle name and Surname of the Client, passport details of the Client, address of their place of living and contact phone number, other contact details of the Client;
 - requisites of Sender's Card holder and Recipient's Card holder
 - Description of the facts, being considered by the Client as violations of Contract obligations.

Documents, confirming the claim's validity (if available), are attached to the claim.

- 7.5. Term of claim being reviewed is no more than 10 calendar days from the moment of its obtaining by the Bank, with the condition of timely and fully provided documents or data necessary for its reviewing. When evasion from providing necessary documents or data, the terms of reviewing are prolonged until resolving the causes, or until the moment of determination of the fact of impossibility to obtain such documents or data.

Bank informs the Client of the results of the claim review in a written form to the address, mentioned in the claim by the Client.

8. Bank requisites

FULL NAME: COMMERCIAL BANK "KHAKAS MUNICIPAL BANK" (LIMITED LIABILITY COMPANY)
CONTRACTED NAME: LLC "KHAKAS MUNICIPAL BANK"
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