

## USER AGREEMENT

Evrofinance Mosnarbank, on the one hand, and the person who has acceded to this User Agreement, on the other hand, have agreed as follows:

### 1. TERMS AND DEFINITIONS

1.1. In this User Agreement, unless the context clearly indicates otherwise, the terms listed below shall have the following meanings:

**"Authentication Data"** The data required for authentication that grants User access to their Personal Account.

**"PD Processing Policy"** A policy regarding the processing of personal data, available at the Operator's Website: <https://evrofinance.ru/finassets/docs/>.

**"Regulations"** The information system regulations of Evrofinance Mosnarbank, approved by the Bank of Russia in the manner prescribed by the legislation of the Russian Federation, available on the Internet at: <https://evrofinance.ru/finassets/docs/>.

**"Agreement"** This User Agreement.

**"Parties"** The Operator and the Applicant/User. The term **"Party"** refers to either of the Parties.

1.2. Any terms appearing in the Agreement with an initial capital letter, whose content is not disclosed within this Agreement, shall be interpreted as defined by the Regulations.

1.3. The titles of the Agreement's clauses are solely for convenience and carry no literal legal significance.

### 2. AGREEMENT CONCLUSION

2.1. The Agreement text, available in the User's Personal Account registration form, contains all essential terms and conditions and constitutes the Operator's offer to

enter into the Agreement with the Applicant who has performed the actions specified in Clauses 8.2.1 and 8.2.2 of the Regulations.

2.2. Pursuant to Article 438 of the Civil Code of the Russian Federation, proper acceptance of the Agreement by the Applicant is constituted by sequentially:

2.2.1. Reading the Agreement terms and conditions;

2.2.2. Indicating consent by marking "✓" in the designated field under "I agree to the User Agreement terms and conditions";

2.2.3. Clicking the "Log In" electronic button.

2.3. The Agreement may be accepted at any moment while it remains accessible in the User's Personal Account registration form.

### **3. SUBJECT OF THE AGREEMENT**

3.1. By concluding the Agreement in accordance with Clauses 8.2.5 and 8.3 of the Regulations, the Applicant fully agrees to the Regulations.

3.2. The Agreement governs the relationship between the Operator and the User in aspects not covered by the Regulations. Should any discrepancies arise between the Regulations and the Agreement, the Regulations shall take precedence.

### **4. AMENDMENT OF THE AGREEMENT TERMS AND CONDITIONS**

4.1. The Operator is entitled to unilaterally modify the Agreement by:

4.1.1. Publishing a revised version of the Agreement on the Operator's Website;  
and

4.1.2. Posting an informational notice about the Agreement modification on the Operator's Website.

4.2. The amended Agreement becomes effective 5 (Five) Business Days after the Operator performs the actions outlined in Clause 4.1 of the Agreement, unless a different period is specified in the informational notice published pursuant to Clause 4.1.2 of the Agreement.

### **5. PROCEDURE FOR PERFORMING LEGALLY SIGNIFICANT ACTIONS IN THE IS**

- 5.1. The User's Authentication Data are acknowledged by the Parties as the User's simple electronic signature key as defined by Federal Law No. 63-FZ "On Electronic Signature" dated April 6, 2011.
- 5.2. Any document sent by the User within their Personal Account is deemed signed with the User's simple electronic signature as described in Clause 5.1 of the Agreement; similarly, any actions taken within the Personal Account are considered performed by the User. To avoid any doubt, the User bears sole responsibility for all actions carried out within their Personal Account, accessed using Authentication Data.
- 5.3. The User is responsible for the security (including resistance to guessing) of their chosen Authentication Data and for maintaining its confidentiality.
- 5.4. The User must immediately inform the Operator by any available means:
  - 5.4.1. Of any known instance of unauthorized access to the User's Personal Account;
  - 5.4.2. Of any breach or suspected breach of Authentication Data confidentiality (including loss of access).
- 5.5. The User must personally ensure the termination of their session in the Personal Account by clicking the "Logout" button.
- 5.6. The User is hereby informed and agrees that only an individual filling out and signing the User representative form (i.e., sole executive body, individual entrepreneur, individual or their authorized representatives) as determined by the Operator in accordance with the Regulations, can own and use the Private and Public Keys.

## **6. SENDING LEGALLY SIGNIFICANT COMMUNICATIONS**

- 6.1. Any notice, claim, or other legally significant message sent between Parties in connection with the Agreement is legally binding only if transmitted through the authorized email addresses or, where specified by the Regulations, through the User's Personal Account.
- 6.2. Access information for authorized email addresses is considered by the Parties as a simple electronic signature key as defined by Federal Law No. 63-FZ "On Electronic Signature" dated April 6, 2011. The Parties are committed to keeping

this information confidential from third parties, determining the means of ensuring such confidentiality independently.

- 6.3. The authorized email addresses of the Parties are as follows:
  - 6.3.1. for the Operator: info@evrofinance.ru;
  - 6.3.2. for the Applicant: the e-mail address provided by the Applicant in the registration form;
  - 6.3.3. for the User: the e-mail address provided by the User in their Personal Account.
- 6.4. The User may alter their authorized email address as follows:
  - 6.4.1. The User accesses the form for changing the authorized email address in their Personal Account and enters a new authorized email address;
  - 6.4.2. The Operator sends a confirmation code for changing the authorized email address to the email address specified in Clause 6.4.1 of the Agreement;
  - 6.4.3. The User inputs the confirmation code for the change of the authorized email address, sent as per Clause 6.4.2 of the Agreement, in their Personal Account;
  - 6.4.4. The Operator sends a notification to the User in their Personal Account regarding the change of the authorized email address.
- 6.5. The authorized email address is considered changed from the moment the User receives the notification mentioned in Clause 6.4.4 of the Agreement.

## **7. FINAL PROVISIONS**

- 7.1. The personal data of the User, including that of the User's representative, is processed by the Operator in accordance with the PD Processing Policy, the Operator's local regulations, and the User's consent to the processing of personal data.
- 7.2. The Operator's Website may contain links to other Internet pages (third-party websites). These third parties and their content are not verified by the Operator for compliance with any criteria (such as accuracy, completeness, legality, etc.). The Operator bears no responsibility for any information or materials posted on third-party websites accessed through the Operator's Website, nor for the

availability of such websites or content, and the consequences of their use by the User.

7.3. The Agreement is terminated at the moment the User is removed from the User Registry.