

# RULES AND CONDITIONS OF COOPERATION WITH GG | Bank

## 1. PREAMBLE

1.1. The effective document (hereinafter referred to as the Rules and Conditions of Cooperation/Rules/Conditions of Cooperation) includes basic provisions related to GG | Bank activities.

1.2. The document also includes principles and peculiarities of cooperation, according to which the Administrator – GG project for remuneration shall provide the Customer (a person, who has agreed to the Rules) with access to GG | Bank Services.

The Administrator is authorized to collect Fees under the established procedure in accordance with the Rates and the Customer, on his part, undertakes to interact with GG | Bank and its Services in accordance with the Administrator's instructions, stated in the Conditions of Cooperation.

1.3. The Rules are official public offer of GG | Bank, which is addressed to legally capable persons (including natural persons of majority age), in order to provide them with the opportunity to cooperate with GG | Bank and interaction with its Services.

1.4. GG | Bank has the right to regulate provisions not covered by these Rules by its own internal actions and documents (IAD), sending the relevant data to a specific Customer in accordance with his written motivated request.

## 2. TERMS AND DEFINITIONS

2.1. **Authorization Data** – jointly applied Login and Password.

2.2. **Authorization** – a process of the Customer's identification by Login and Password entered by him.

2.3. **Prohibited Actions** – functions for which the following indicators are characteristic: subject to criminal punishment in the country, where the Customer's powers are located; relate to the implementation of GWS, prohibited in the state in which the powers of the Customer are located; related to the implementation of TRU prohibited in the country, where the Customer's powers are located; belonging to the implementation of any TRUs (carrying out any actions) specified in Appendix 1 to the Rules; which are in conflict with the generally accepted standards of ethics and moral codes.

2.4. **Identification** – a process of the Customer's transfer of personal data to the Administrator in accordance with laws in force and/or the present Rules.

2.5. **Identified Customer** – the Customer, who has successfully completed the procedure of registration, and whose identity was proved by the Administrator and the system.

2.6. **Customer** – a person who owns the rights or obligations regarding transfer, receipt, use, purchase of the Funds in accordance with the requirements contained in the Rules.

2.7. **Wallet** – the Customer's login account, whereof registration is confirmed in GG | Bank, and which uses the Services from GG | Bank database related to this Customer. This account contains data on the balance of Funds owned by the Customer.

2.8. **Transaction** - any movement of Funds carried out through providing GG | Bank services.

2.9. **Payment** – Funds that are in the Wallet and can be sent from the Customer to a third party or from a third party to the Customer.

2.10. **Registration** is the result of procedure for entering personal data of the person into the System, after which the Customer is considered to have passed identification by the System.

2.11. **Details** – listed below addresses and phone numbers: on the part of the Administrator: for communication by e-mail: \_\_\_\_\_, as well as chat on website of the Service, on the part of the Customer - contact details submitted by him in electronic form during the Registration process.

2.11. **GG | Bank** – a set of hardware and software, which are intended for rendering the System Services to the Customer by the Administrator.

2.13. **Funds** – the amount of electronic money owned by the Customer in his Wallet and ready to be used for committing transactions.

2.14. **Parties** – the Administrator and the Customer when indicated together.

2.15. **GWS** – goods, works, services, payment for which is received by the Customer through GG | Bank Services.

2.16. **Services (just like the System Services)** – Transactions conducted using GG | Bank with the Funds on the Customers' Wallets.

2.17. **Chargeback** – an application by the cardholder of the procedure for cancelling a payment made on a bank card, such as unauthorized debiting, not receiving a service, by contacting the owner with his bank.

### **3. PROCEDURE FOR CONFIRMATION OF THE CONDITIONS OF COOPERATION (ACCEPTANCE OF THESE RULES)**

3.1. The Customer is deemed to have accepted the provisions of these Rules (accepted this Offer), provided that the Customer performs the following operations in a comprehensive and in a stepwise manner:

1) filling out the relevant forms for registration on the Website, as well as creating Authorization Data;

2) study of the requirements outlined in the Rules;

3) confirmation of consent with it by putting a corresponding mark in a certain field of the registration form.

3.2. The provisions of these Rules are accepted by the Customer fully and unconditionally, excluding any textual changes and restrictions and, equally, replaces signing of a bilateral written agreement.

3.3. Acceptance term of the provisions of the Rules is not limited.

3.4. The Customer's access to the Services is exercised only provided that he has accepted the Rules before.

### **4. GG | Bank WALLET**

4.1. Operation of the Wallet begins after the Customer's Registration in the System. The wallet contains electronic and or digital Funds, and its functionality includes sending and receiving electronic payments. The Wallet performs these operations in the currency selected by the Customer from the list of available currencies.

4.2. Funds are stored on the Wallet indefinitely, interest on the Funds is accrued after the expiration of a 2-year period of inactivity of the Wallet. Rates for using an inactive wallet are posted by the Administrator on the Site.

4.3. Status of the Customer, type of the Wallet and other grounds, which are taken into account by the Administrator at his own discretion, influence establishment and application of restrictions movement of Funds on the Wallet.

4.4. The Administrator is entitled to provide the Customer with a non-personalized Wallet for use in accordance with the System limits.

4.5. Functioning of two types of the Wallets is provided by the System: "Personal" and "Business". The Administrator reserves the right to make changes to this provision.

4.6. The Services will be available to the Customer only after completion of the procedure for opening the Wallet and Registration on the Site in accordance with these Rules.

Carrying out these actions, the Customer confirms that he is a natural person, who at the moment of using functions of the Services has reached the lawful age.

4.7. The Wallet can be opened by the Customer only if there is a legal reasoning for lawfulness of such actions in the Customer's jurisdiction.

4.8. Data on the Customer's Transactions with the Funds and on the procedure for using the Wallet by him are recorded by the Administrator and are subject to secure storage during the entire validity period of these Rules and five years after their termination.

4.9. Implicative actions of the Customer aimed at changing balance of Funds are a proper confirmation of his consent with the amount of balance, which is shown in his Wallet at the time of such actions.

4.10. The Wallet is accessed and any Transactions are committed using the Wallet only after the Customer's Authorization.

4.11. The Customer can indicate his own e-mail address as a Login or a mobile phone number entered in the registration form by the Customer during Registration.

4.12. Passwords and Payment passwords are set exclusively by the Customer and can be changed by him at any time.

4.13. The Customer undertakes to independently ensure security and protection of personal Authorized data.

Any activity connected with the Wallet happening after completion of the proper Customer's Authorization implies that such an activity is inseparably associated with the Customer's actions.

4.14. Loss of the Authorized data does not deprive the Customer of the opportunity to restore access to the Wallet. Should such a situation arise, it is necessary to use the password recovery system.

4.15. The Wallet can be blocked by the Administrator and transactions connected with the Wallet can be suspended, if according to the law in force and these Conditions of Cooperation it will be a legal and reasonable action.

4.16. The wallet shall be closed after the Customer submits a corresponding request to the Support Service.

4.1.7. The system allows interaction with an unregistered Customer, in which case payment can be sent via known communication channels, such as e-mail address and the Customer's phone number.

## 5. MONETARY TRANSACTIONS AND THEIR PECULIARITIES

5.1. Replenishment of the Wallet is available to the Customer through My Account on the Website if the Customer follows all relevant instructions governing the procedure for replenishing the Wallet.

5.2. Methods of depositing funds to the Wallet are payment services provided by third parties whose activities are not a part of the functionality of GG | Bank Services.

5.3. The Administrator can limit the list of methods for replenishing Wallets for certain types of Customers.

5.4. As a result of replenishment of the Wallet by third parties, all rights and obligations related to the Funds credited to the Wallet shall pass to the Customer. Transactions of third parties are recognized by the Parties as committed by the mentioned persons for the benefit of the Customer.

5.5. For security reasons, limits are applied for replenishment using the Service.

5.6. For depositing funds to the Wallet, the corresponding Fees may be charged.

5.7. Funds are transferred on the basis of the corresponding order of the Customer, which is performed in electronic form using the Wallet.

5.8. The Administrator, if remittance order is received from the Customer, examines the Customer's right to dispose of the Funds, based on the Customer's Authentication using the Authorization Data.

5.9. The Administrator can restrict the list of beneficiaries for certain categories of Customers.

5.10. The Customer selects the way to withdraw Funds by making a request for withdrawal in My Account on the Website.

The Customer may be required to undergo Identification when withdrawing Funds.

The Wallet shall have Funds sufficient for full payment of the Fees necessary to withdraw the Funds.

5.11. The Administrator is entitled to restrict the list of available withdrawal methods for Funds for certain categories of Customers.

5.12. The Funds are written off in the manner prescribed by the Rules and used in accordance with the laws in force or other agreements of the Parties.

5.14. The Administrator is entitled on selected transactions, solely by his own decision to establish remittance of funds on credit transaction only after the process of undergoing KYC/AML procedures.

5.15. When bank cards are applied, the following rules are in operation with respect to returns.

In case of the Customer's successful verification and upon completion of the Wallet replenishment, transaction backout on the card and refund to the card are impossible.

If verification is failed and when the Customer did not submit the data obligatory to complete the transaction of replenishment, the card transaction is automatically cancelled.

Refunds to the card can be made within 30 working days. This period may vary due to peculiarities of the conditions of the Customer's bank.

5.16. The Administrator is not a party to the Transaction between the Customers and/or Customers and recipients of the Customers' orders, and accordingly: does not regulate or control compliance of the transaction with requirements of the law and other legal acts, its conditions, as well as the fact and consequences of conclusion, execution and termination of the transaction, including, in terms of refund for such a transaction; does not consider the Customer's claims regarding non-performance (improper performance) by the recipients of orders and their obligations under the transaction; is not responsible for any disputes arising between the Customers. The Customer agrees that all orders initiated and confirmed by the Customer are final and irrevocable. The Customer understands and acknowledges that he is aware of irrevocability of orders. The exception is Transactions of the Wallet replenishment using external systems, which are characterized as fraudulent.

## **6. PROCEDURE FOR PARTICIPATION IN REFERRAL PROGRAMME**

6.1. When participating in the referral programme, the Customer of service is forbidden to:

6.1.1. Share links using ways prohibited by law and/or having a negative impact on reputation of the Service.

6.1.2. Any means of misleading users when they are invited to register with the service: hidden redirection, sites with spoofed content, sites that externally imitate the Service site, etc.

6.1.3. Registration of multi-accounts, accounts for personal use as well as re-registration of users, who earlier had accounts in the System.

6.1.4. If the Customer violates clauses 6.1. - 6.1.3 of the present Agreement, the System Administrator is entitled to refuse the Customer in participation in the referral programme and/or cancel accrual of commission fee from the referrals invited by him to the system.

## **7. REPORTING**

7.1. The Customer independently decides on report generation and chooses the corresponding period of time in his My Account.

7.2. The Customer shall make sure that data included in his Wallet are true and valid.

## **8. RATES, PROCEDURE FOR ACCRUAL AND WRITE-OFF OF FEES**

8.1. The Administrator collects money from the Customer for rendering the Services: (hereinafter referred to as the Fees), amount and procedure of collection are provided for in the Rates.

8.2. The Rates are posted by the Administrator on the Website.

8.3. The Administrator can unilaterally change the Rates. The corresponding changes shall come into effect from the day they are posted on the Website.

8.4. The Administrator deducts any Fees from the Wallet in an indisputable manner at the time the Administrator has confirmation or data appear that are the basis for making a claim to the Customer regarding payment of the relevant Fee.

8.5. If the Funds on the Wallet are insufficient to collect the Fees, the Administrator may refuse to carry out the Transaction or send the Customer a request to pay the Fees.

## **9. EQUIVALENT HANDWRITTEN SIGNATURE**

9.1. Application of the Authorization Data is acceptance by the Parties of an appropriate and sufficient version of the Customer's Authentication to confirm authenticity and identity of the electronic document sent.

The Authorization Data on the Customer is acknowledged by the Parties and corresponds to equivalent handwritten signature (EHS).

9.2. The Administrator acts a person authorized to confirm authenticity of the Customer's EHS.

## **10. PERSONAL DATA**

10.1. The Administrator can perform the following actions: collection, storage and processing of any data entered by the Customers when conducting Transactions and other information automatically received by the Administrator during cooperation with GG | Bank.

Transfer of relevant information to third parties for implementation of the Rules or under any other agreements with them, as well as in the process of communication, is possible solely pursuant to the laws in force.

10.2. The Administrator can collect, store and process data on transactions conducted in respect to purchases, services paid and events aimed at implementation of target advertising as well as to collect impersonal statistics and its transfer to third parties.

## **11. OBLIGATIONS AND RIGHTS OF THE PARTIES**

*11.1. The Customer has the following rights:*

- to use all GG | Bank Services, which correspond to his status and accepted restrictions;
- to open a personal Wallet at GG | Bank;
- to apply to technical and information support.

*11.2. The Administrator has the following rights:*

- to increase the list of Services;
- to modify software, interfaces, processing, Services;
- to suspend operation and direct access to GG | Bank when fixing breakdowns and in order to prevent unauthorized access, as well as for preventive purposes;
- to request from the Customer documents confirming his identification, as well as other data in cases that are taken into account by the Rules and IAD;
- to refuse to carry out Transactions in accordance with the statutory provisions or the Rules (including, but not limited to, if the Customer attempts to perform actions related to the Prohibited Actions);
- to apply the impact on Customers regulated by the Rules in case of their violation of the relevant Rules;
- to collect from the Customer remuneration for the services provided within the approved and posted Rates;

*11.3. The Customer's obligations include the following:*

- compliance with the requirements of the Rules in relation to the Administrator;
- transfer of reliable data during Registration in the System and implementation of the process of Identification;
- non-transfer to third parties information that provides for the possibility of using your Wallet, not disclosing your Authorization Data;
- immediate notification of the Administrator if there is a Transaction that was performed without his consent, through unauthorized access to his personal information, as well as upon the loss of Authorization Data; all Transactions performed using the Password (Payment Password) prior to the corresponding orders and notifications from the Customer shall be performed by the Customer;
- confirmation that there is no malware on his computer and any corresponding data medium he uses; to carry out actions with the System on the computer on which the following are installed: antivirus, the corresponding database of which is updated (no later than the same date on which the System is logged in), firewall and an updated version of browser, all necessary updates concerning operating system and software provision; use exclusively licensed equipment;
- compliance with the procedure for cooperation in investigation or provision of confirmation of personal data or other information that must be provided in accordance with the received request;
- not to use the System to carry out Transactions, the purpose of which is to illegally obtain profit or to suppress tax evasion;
- not to use the System for purposes that are prohibited by applicable law, and also not to carry out the corresponding Prohibited Actions;
- by his own efforts to record the incomes received as a result of Transactions in the System, and to pay taxes in accordance with the current legislation of his country;
- exclude presence of a negative balance of Funds on the Wallet.

11.4. The Customer confirms that all the requirements of the Rules are clear to him, and he agrees with them unconditionally and completely.

11.5. The Customer is fully responsible for any cancelled, invalid, disputed Transactions and for any Chargebacks.

11.6. Failure to comply with any of the requirements of section 10.3 imposes liability for all incurred damage to the Customer.

*11.7. The Administrator's obligations include the following:*

- to formulate the Rules, arrange and control their observance by the Customers;
- to implement the possibility of using the service of access to the Customer System;
- send the Customer notifications about any Transactions performed from his Wallet to e-mail address provided by the Customer;
- to maintain a continuous activity of the Support Service.

## **12. RESPONSIBILITY OF THE PARTIES**

12.1. In case of non-fulfillment and (or) improper fulfillment of obligations, the Parties shall be liable pursuant to the Rules, IAD and the current legislation of \_\_\_\_\_.

12.2. If the Customer violates the deadlines for fulfilling monetary obligations that are regulated by the Rules, the Customer pays the Administrator a penalty in the amount of 0.1% of the amount of such an obligation for each day of delay.

The Customer undertakes to pay the Administrator a penalty in the above amount no later than 3 (three) business days from the date the Administrator's request for such payment is delivered to the Customer. The claim for interest payment is a right, not an obligation, of the Administrator.

12.3. The Customer undertakes to reimburse the Administrator for losses that arose due to implementation of various payments that were made by the Administrator in connection with the unlawful actions of the Customer.

12.4. Unlimited responsibility for all Transactions carried out on the Customer's Wallet, including Transactions using bank payment cards, rests upon the Customer.

Such Transactions include various types of dealings that may be performed by third parties if they have access to the Customer's Wallet.

12.5. Compliance with the requirements of the current legislation is the main obligation of the Customer.

12.6. The Customer fully expresses his consent with the provisions of the "Policy for Anti-Money Laundering and Combating the Financing of Terrorism" posted on the Website and guarantees their observance.

12.7. The Customer guarantees that his activities on the Internet and in the System do not contradict generally recognized requirements and standards of morality.

12.8. The amount of the Customer's monetary obligations is subject to debiting by the Administrator from the Wallet without any confirmation on his part

If the Funds in the Customer's Wallet are unable to pay off the existing debt, the Administrator can demand from the Customer an immediate replenishment of the Wallet in the amount necessary to fulfill the obligations, or initiate start of the process related to collecting the debt from the Customer.

12.9. The Customer agrees to the obligation not to take actions that may mislead other persons in relation to the services provided by the Administrator and which may directly or indirectly lead to damage to the Administrator's business reputation, which include impersonating the Administrator's authorized persons, deception of internal data of the System, including information about transactions, wallets and data in the form of text, screenshots and other media, developing clone sites based on existing System and other similar actions.

If this requirement is violated, the Administrator has the right to block accounts, apply a full restriction on movement of funds before completion of the review procedure, and also apply other permissible types of restrictions on provision of services.

The Administrator is entitled to initiate legal proceedings in courts of competent jurisdiction, including procedures for holding liable third parties who are not Customers.

### **13. LIMITATIONS OF REMEDIES**

13.1. The Administrator is relieved from liability to the Customer under the following circumstances:



- distribution by the Customer of Authorization Data by granting permission to access his Wallet in the System if there is intent, as well as other violation of the confidentiality of the Customer's personal data;

- ignoring "viruses" and use of harmful software and equipment by the Customer for entering the System;

- illegal actions of third parties, including those related to passing the Customer's Registration procedure, as well as to use of his communication channels;

- various controversial issues in relation to transactions for purchase and sale of GWS or other transactions that are concluded between the Customers using the System;

- claims of state competent authorities against the Customer in reporting and/or taxation regarding his transactions carried out using the System.

13.2. The Administrator is relieved from liability for temporary disruptions to the System's operation, interference in hardware or software operation (for example: disconnection or damage to power supply systems and communication networks, software failures, disruptions in functioning of e-mail, Internet providers, payment systems, other lines, channels and (or) networks, the provision, supply and maintenance of which is carried out by third parties, etc.), which took place through no fault of the Administrator.

The Administrator is so released in this case from any liability for possible losses of the Customer.

13.3. The responsibility of the Administrator is excluded if:

- the Customer has no access to software or hardware that is responsible for the System the activities.

- the Details provided by the Customer are inaccurate, incorrect or require updating, which was not carried out by the Customer;

- damage to the Customer is in direct proportion to the lack of ability to identify him;

- the Customer is provided with any payment services, performance of which is provided by third parties;

- the Customer followed the link or according to the data from the Site to GWS suppliers and decided to cooperate with them;

- damage to the Customer was caused due to his non-familiarization with the latest version of the Rules or IAD.

13.4. The Administrator is relieved from liability to the Customer who has not passed the Identification for permissible damage and lack of facilities to use the Wallet in case of loss of Authorization Data, blocking of the Wallet by the System, loss of Password by the Customer or other events, the consequences of which cannot be eliminated without the Customer's personal data identification.

The fact that the Wallet belongs to the Customer who has not passed the Identification will be established upon submission of the original agreement between the Customer and the Mobile Communications Administrator.

13.5. The Administrator is not liable for damage to the Customer and third parties that arose as a result of:

- Wallet blocking procedure;
- lack of capacities to carry out Transactions with the Wallet, regardless of the reasons for the corresponding impossibility;
- incorrect filling of instructions for conducting the Transaction;
- submitting incorrect requests for crediting and (or) debiting funds from the Wallet;
- violation by the Customer of the detailed rules for making Payments;
- compliance by the Parties with legislative or regulatory requirements;
- violation by the Customer of the obligations specified in these Rules and other contractual relationships due to application of the System as well as the Administrator's requirements and (or) well-known moral and ethical standards.

13.6. The Administrator's financial liability to the Customer in any case will not exceed the amount of Fees that was withheld from this Customer for the previous period equal to three months.

13.7. The Administrator is in no way responsible for any indirect or indirect losses of the Customer or third parties, including for lost profit, damage (loss, non-receipt, unreasonable waste) of income, profits, contracts, customers, time frames, information, enterprises or reputation.

13.8. The Customer agrees to protect the Administrator's interests, reimburse the Administrator for losses and pay the Administrator compensation, as well as to indemnify the Administrator and related persons from damage and various claims, requests, costs (including expenses for legal assistance, penalties or forfeit), which resulted from violation by the Customer of these Rules, any applicable laws and (or) application of the System.

This provision will continue to apply after termination of the relationship between the Parties.

13.9. If, due to the established fault of the Customer, the Payment made is the basis for making any claims to the Administrator for protection of the violated right, the Administrator is entitled to demand from the beneficiary Coverage of the subsequent damage to the Administrator connected with this fact.

13.10. The Administrator provides the Customers with the Services for the purpose of using them in the state in which they operate at the moment, and without any guarantees.

13.11. Cooperation with shell Banks is not allowed and is prohibited.

A shell bank means a bank that is registered in a jurisdiction in which it is not physically present, and also that is not related to any financial institution that complies with the requirements of the relevant current legislation.

## **14. COMMUNICATION BETWEEN THE PARTIES**

14.1. In the process of Registration the Customer shall transfer to the Administrator reliable data (Details) to communicate with the Customer and send him informative requirements.

14.2. Unless otherwise indicated, sending a notification to e-mail address given by the Customer is the proper variant of providing information data about the Transaction to the Customer.

14.3. The Customer is entitled to contact the Administrator any time by sending the appropriate message or calling (during business hours) the Support Service.

14.4. The Administrator is entitled to inform the Customer of significant changes in the System activities and new directions of the System by distributing e-mail notifications as well as posting news data on customer area of the Website.

## **15. SECURITY**

15.1. The Customer undertakes to duly act for the purposes of security of the Password and Payment Password to his Wallet, disclosure of this information is not allowed.

15.2. The Customer is fully responsible for all risks that relate to use of the Internet, when contacting the Administrator (other Customers, third parties).

15.3. The Customer is fully responsible for ensuring protection of his Authorization Data and all risks associated with its loss (miss, compromise).

15.4. To ensure security of the Wallet and (or) to prevent its use for unauthorized or fraudulent purpose, the Administrator may perform certain actions that comply with the applicable laws, the Rules and IAD, which include Wallet Blocking.

## **16. TERMINATION PROCEDURE**

16.1. On a unilateral basis the Customer is entitled to terminate contractual relationship by sending duly executed notification containing information about the refusal to cooperate to the Administrator 30 (thirty) calendar days before the date of such termination.

16.2. The Administrator may terminate the application of any provisions of these Rules regarding the Customer unilaterally by sending a corresponding substantiated notification to the Customer to his registered e-mail no later than three days in advance.

16.3. From the moment of the corresponding refusal to cooperate, acceptance of orders for the execution of financial transfers in favour of the Customer is stopped, and all unpaid Fees are immediately payable.

Any financial liabilities of the Parties that have arisen before the date of the respective refusal do not become invalid till full repayment of financial debts.

## **17. MODIFICATION OF THE RULES**

17.1. If necessary, the Administrator modifies the relevant Rules (including Rates) without agreement with the Customer.

17.2. Updated Rules shall be publicly available at the Website.

17.3. Continuation of cooperation and usage of the System by the Customer after posting updated Rules confirms his full consent with the amendments introduced.

## **18. APPLICABLE LAW AND DISPUTE SETTLEMENT PROCEDURE**

18.1. Service provision is governed by the law of \_\_\_\_\_.

If the Customer interacts with the System and receives Services that conflict with the laws of his jurisdiction, the Administrator puts forward a reasonable demand to the Customer about the need to terminate cooperation, which shall be immediately executed by the Customer.

The Customer is fully responsible for his compliance with the laws of the competent jurisdiction and for any losses that may arise due to non-compliance with this requirement.

18.2. Potential disputes within contractual legal relations are subject to priority resolution by the Parties through negotiations, implying a pre-trial settlement procedure.

The pre-trial settlement procedure is opened by sending a claim by one Party to the registered e-mail address to other Party.

The claim shall be considered within ninety days from the date it was received.

The use of pre-trial settlement and absence of a positive result for the Parties upon its completion does not deprive the Parties of the right to appeal to the competent court at the location of the Administrator.

## **19. FORCE MAJEURE**

19.1. The Parties are relieved from liability in case of delay in fulfillment or non- fulfillment of obligations, any damage and losses, as well as expenses related to motivated third party claims - if such violations of obligations are inextricably linked with the action of factors beyond the reasonable control of the Parties

The Party that falls under the action of such unforeseen circumstances undertakes to notify the other Party as soon as possible, but no later than 10 days after the occurrence of the relevant circumstances.

19.2. The circumstances specified in clause 18.1 cannot be considered as grounds for termination of the Customer's obligations regarding settlement and return of Payments, repayment of penalties and forfeit, Fees, commission payments, return of goods or (non-) performance of works and services.

## **20. MISCELLANEOUS**

20.1. The Customer is prohibited to impose his rights and obligations arising from the Rules on third parties without prior written authorization from the Administrator.

20.2. Non-applicability or exclusion of any provisions of these Rules does not mean cancellation of the entire document as a whole, all other provisions remain binding on the parties.

20.3. The Administrator can make any changes to the Rules in order to bring them in line with the new requirements of the laws in force.

20.4. This document is made in English and Russian. In case of discrepancies between the Russian and English versions, the text in Russian is considered applicable.

20.5. Any annexes to these Rules are recognized as their integral part.

### **ANNEX 1 TO THE "RULES AND CONDITIONS OF COOPERATION WITH GG BNK"**

#### **List of goods, works and services prohibited for sale through the System**

1. Weapons, ammunition and self-defensive devices, corresponding copies of firearms or cold arms.
2. Narcotic and similar substances and plants, as well as their ingredients or any components for their production, as well as descriptions of the methods of manufacturing the corresponding substances.
3. Pharmaceutical and medical products, raw materials and instructions for them, which must be sold by prescription only.
4. Decorations or distinguishing badges of any country.
5. Identity documents, including those made illegally, or tools, materials and/or instructions for illegal production of such documents without applying to the competent authorities.
6. Uniforms of state bodies and their elements.
7. Items of special purpose, which are used by the police and law enforcement.
8. Electronic equipment not permitted in the relevant area.
9. Facilities used for breaking or opening locks.
10. Information that includes personal data or data suitable for performing activities (spam mailings, etc.) that are prohibited by law.
11. GWS or data, including state, banking or commercial secrets.
12. GWS, the commercial implementation of which violates the copyright and/or related rights of third parties, rights to trademarks or patents.
13. Information harmful to the secrecy of private life, which discredits honour, dignity and business reputation of citizens and legal entities.
14. Information that is sent only in a virtual form and is not recorded on any material medium (intentions, methods, principles, etc.).
15. Objects related to the archaeological heritage.
16. Items or services harmful to public morals (including, but not limited to mentioned below: child pornography, Nazi memorabilia items, escort services, prostitution).
17. Any equipment designed for the preparation and implementation of gambling.
18. Any items that contained serial numbers and then those serial numbers were destroyed.
19. Software contraindicated for use.
20. Goods or services that directly or indirectly contribute to illegal actions (agitating for social, racial, religious or ethnic strife; discrimination, violence, hatred, revenge, persecution, which include propaganda of terror or harm).
21. Perishable products.
22. Fraudulent or counterfeit products.
23. Items and equipment that are applied for the use (including illegal transfer) of copyright-protected items without will of the authors (including, but not limited to the following: intended to destroy copyright protection or regional restrictions, elements or software of electronic devices).

24. Dangerous goods (including, but not limited to the following: containing explosive, toxic, poisonous, radioactive elements).
25. Data on the manufacture of explosive, pyrotechnic, incendiary, etc. substances and devices.
26. Human organs and remains.
27. Goods or services that do not contain value in use.
28. Services of auctions or trading systems that allow to conduct activities excluding transfer of GWS, and that contain use value.
29. Financial or payment instruments, the accounting systems of which do not guarantee appropriate person identification of the owner for the purpose of combating illegal business conduct, monetary fraud, money laundering and legalization of funds received in a manner that is prohibited by applicable law.
30. Asset management services and investment activities without the necessary licenses, as well as any intermediary activity, which consists in the transfer of funds between the participants of transactions prohibited in this clause.
31. Art and historical objects, which are components of the cultural values of this state.
32. SMM services for anything specified in clauses 1-31 hereof.