

FRAMEWORK CONTRACT payment services through payment account

Provider's data:

Provider: **MOLDCELL JSC**

IDNO (ID no./tax code): **1002600046027**

Legal address (headquarters): **3 Belgrad str., Chisinau municipality, Republic of Moldova, MD-2060.**

E-mail address: moldcell@moldcell.md

Website: www.moldcell.md

Locations of the Provider's working points:

https://www.moldcell.md/rom/moldcell_offices/29.

Authority responsible for supervising the e-money issuer: **National Bank of Moldova**, website: www.bnm.md

Authority responsible for supervision and control in the field of consumer rights protection regarding payment services and e-money: **National Commission for Financial Markets**, website: www.cnpf.md

License of the e-money issuer: **Series MMI no. 000477 of 21.03.2023**

Registration number in the Public Register of e-Money Issuers: **no. 7 of 17.03.2022**

The subject of this Contract is the legal relations between MOLDCELL JSC, as an e-money issuer, and you, as a User, which involves using the moldcell money Payment Account and performance of payment operations through it.

The provisions of this Contract shall be supplemented, as appropriate, with the legal provisions in force, in particular those governing the activity of e-money issuance, payment services and those aimed at preventing and combating money laundering and terrorist financing.

The Contract is concluded between MOLDCELL JSC and You as a User, by accepting its provisions (adherence to the service) in the moldcell money application or by submitting the request for opening an account at one of the Provider's working points, under the terms and conditions set forth below.

1. TERMS AND DEFINITIONS

For the purposes of this Contract, the terms not expressly defined herein will have the following meaning:

moldcell money - the services offered by MOLDCELL JSC to its users, individuals, consisting of opening a Payment Account and payment services, issuance of e-Money and other services allowed by law and license. The moldcell money services are listed on the Provider's website - www.moldcell.md

About the Company

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VAT code 0303561

Mărimă capital social 190 001 000 lei

Administrator Carolina Bugaian

Contact details

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Authentication - the procedure enabling the Provider to verify the identity of the User of payment services or the validity of use of a certain payment tool, by using the User's personalized security elements.

Strict Authentication (SCA) - an authentication method, which requires during the Authentication using both the PIN and the OTP Code, in order to authorize a payment operation or viewing/modifying certain data or settings in the moldcell money System. In case of Strict Authentication for the User's consent to the execution of payment operations, the OTP Code will contain specific information regarding the value of the Payment Operation and the identity of the Payment Beneficiary agreed by the User.

Personalized Security Elements - means personalized features provided to the User by the Provider or established by the User, for the purpose of User Authentication and, where applicable, for authorization of Payment Operations. In case of Strict Authentication, in addition to the OTP Code.

Login – a numerical identifier for User identification in the moldcell money System. For this purpose, the mobile phone number provided by the User upon registration will be used, including for sending service messages.

PIN – a numerical identifier assigned by the Provider to the User or established by the User during registration or subsequently changed by the User, which is necessary for User Authentication in the moldcell money System and authorization of the Payment Operation. In the context of Strict Authentication, the PIN is an authentication factor from the 'knowledge' category, i.e. something that the User knows.

moldcell money System – an electronic payment tool with remote access (PTRA), of the internet banking and mobile banking type, which is an IT solution developed by MOLDCELL JSC, made available to the User, which allows him/her to obtain, through the moldcell money Application and with Authentication, information about the status of the payment account, the history of transactions made and, where applicable, ordering transactions to be made on behalf of the User by the Provider with the funds available in the Payment Account.

moldcell money Application – a mobile application that enables Users to access the moldcell money System and transmit and/or confirm payment order execution instructions to the Provider through a mobile device. The moldcell money Application can only be used after activating the Payment Account.

User – an individual who is registering in the moldcell money System or who accepted the terms and conditions of this Contract, uses the moldcell money Services in whole or in part strictly as a consumer, for needs other than those related to entrepreneurial or professional activities.

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Payment Account – an account held in the name of a User of payment services, which is used to execute payment operations.

Payment Card – a standardized and, where applicable, personalized information carrier whereby the User, as a rule, using his/her personal identification number and/or other codes that enable his/her identification, depending on the type of Payment Card, has remote access to the Payment Account to which the Payment Card is attached in order to perform payment operations.

Application for Membership – a declaration of the User's will to use the moldcell money Service, whereby he/she accepts the terms and conditions set out in this Framework Contract, through a statement or an unequivocal action.

Acceptance of the terms and conditions of this Framework Contract shall also be considered as a filling out in writing and signing of the know-your-customer (User) (KYS) questionnaire at any of the Provider's working points, including in the form of an electronic document signed with a qualified electronic signature or by electronic means subject to the procedures determined by the Provider.

Payment Operation – any operation of depositing or withdrawing cash, fund transfers, payment for goods/services, as well as other operations made through the Payment Account, which are provided for by this Framework Contract and the legislation in force.

Payment Order – an order related to credit transfer, which is given by the User to the Provider to pay a certain amount to another person (Beneficiary) to fulfil a financial obligation of the User towards the Beneficiary.

OTP Code (one-time password) - a single-use code, transmitted by the Provider to the User through an SMS, intended for User Authentication for purposes related to accessing and authorizing Payment Operations within the Payment Account. In the context of Strict Authentication, the OTP Code is an authentication factor from the 'possession' category, i.e. something that the User possesses.

e-money – a monetary value stored electronically, including magnetically, which is a claim against the issuer, which is issued upon receipt of funds (other than electronic money), for making payment operations, and which is accepted by a person other than the issuer of electronic money. Its nominal value is equivalent to the value of the MDL (1 Coin = 1 MDL).

Beneficial Owner – a person who is the ultimate recipient of the funds that were the subject of a payment operation.

Customer (User) Identification – establishing and verifying the identity of Users based on identity documents, as well as other documents and/or information, as described in Anti-Money Laundering and Counter-Terrorism Financing Law No. 308/2017.

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Identification also includes procedures for establishing and verifying the identity of customers through electronic means, subject to the regulations of the same law;

Security Question – setting a question that is an alternative method when PIN is blocked by the application user.

2. SUBJECT OF THE CONTRACT

2.1 MOLDCELL JSC hereunder undertakes to provide the User with payment services, to issue and redeem e-money through the payment account.

2.2. If the User accesses the Payment Account through one or several Payment Cards issued by the Provider and attached to the Account concerned, the conditions for using these Cards are governed by the *Rules of use of payment cards by individuals*, made available on the website www.moldcell.md and in the moldcell money Application. The provisions of this Framework Contract shall also apply to the use of Payment Cards accordingly.

3. TERM OF THE CONTRACT

3.1. This Contract is concluded for an indefinite period of time and may be terminated under the terms and conditions set forth below and in accordance with the legislation in force.

4. OPENING OF THE PAYMENT ACCOUNT

4.1. The User may request opening of a Payment Account by accepting this document and by making the following steps:

- a. The User accesses the moldcell money Application, the Registration section;
- b. The User follows the displayed instructions. During this procedure, the User provides the mobile phone number. This mobile phone number will be used as a Login to access and identify the account, and to subsequently authenticate the User in the moldcell money System;
- c. The User shall be aware of this Framework Contract and confirm that he/she accepts its provisions by ticking the special section in the moldcell money Application;
- d. After entering all the data indicated in this section, the Provider shall send to the phone number provided by the User, a SMS message with an OTP Code that the User shall enter in the moldcell money System to verify whether the phone number is correct and confirm that the User owns this phone number;
- e. After successful confirmation of the OTP code, the User sets the PIN Code with which he/she shall log in the moldcell money System through the mobile moldcell money Application. Depending on the technical capabilities of the mobile device on which the moldcell money Application is installed, after setting the PIN Code, the User can set Biometric Authentication (fingerprint or face recognition) for Authentication and authorization of Payment Operations. Activation of Biometric Authentication is mandatory using 2 authentication factors – the PIN and the

received OTP code. The procedure for setting Biometric Authentication is established by the manufacturer of the device used by the User.

- f. The User is responsible for maintaining the confidentiality of the Payment Account PIN and for all activities in the Payment Account. The User shall immediately notify the Provider of any unauthorized use of his/her PIN or Payment Account or any other breach of security. The Provider may not and will not be liable for any loss or damage resulting from the User's failure to provide accurate information or to keep his/her PIN safe. The regulatory acts in force prohibit to open and keep anonymous accounts, accounts in fictitious names, and to accept payments made using anonymous prepaid cards, except under the conditions set by law, for which each User must go through the identification process.

For the customer Identification process, the User shall fill out all the fields of the form displayed with his/her identification data and other related information, but no later than 10 (Ten) days from the initial contact.

- g. The User shall pass the Identification process by electronic means in the moldcell money Application, following to steps below:
- The User scans the identity card of the citizen of the Republic of Moldova from the Application (front and back).
 - The System matches the face of the photo from the User's identity document and a current photo of the User. For this, the User will position the face in the frame indicated in the moldcell money Application, following the instructions, for face identification.
 - At the 3rd stage, personal data are collected, including those related to residence, addresses and occupation, and the User fills out the KYC Questionnaire;
 - The User confirms his/her personal data;
 - The Provider validates the User's personal data, including by comparing the collected data with those from the State Register of Population.

Detailed instructions for each step of the process will be displayed directly in the moldcell money Application.

- h. The User may also come personally to one of the Provider's working points, the addresses of which are available on the website www.moldcell.md, to complete the identification procedure based on a valid identity document, as well as to fill out and sign the KYC Questionnaire with his/her identification data and other related information.
- i. After verification and confirmation of the provided information and acceptance by the Provider of the Application for Registration and the documents/information submitted by the User, this Framework Contract between the User and the Provider is considered concluded.

The User may request conclusion of this Framework Contract with the application of the holographic signatures of both Parties if the User was identified during his/her visit to one of the Provider's working points, the addresses of which are available on the website www.moldcell.md.

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4.2. The User, who is not a citizen of the Republic of Moldova, and/or is identified as a politically exposed person (PEP) and/or a family member of a politically exposed person and/or who is not the Beneficial Owner of the Payment Account (as defined in the applicable legislation), may pass the customer identification process only by personally visiting the Provider's working points, with mandatory identification of the Beneficial Owner(s) of this Payment Account.

4.3. The Provider may refuse to open the Payment Account, suspend the possibility of using the Payment Account and the execution of Payment Operations if the User does not submit the documents and/or information requested by the Provider, or if the User provided incomplete or untrue data.

4.4. The User must update the information provided during the identification procedure and notify the Provider of any subsequent changes of personal data within 30 calendar days of such change. In this regard, the User shall submit to the Provider documents certifying the change.

4.5. After identification of the User, subsequent changes of his/her data in the moldcell money System shall be possible subject only to the Provider's consent.

4.6. Precautionary and KYC measures are applied by the Provider in accordance with the regulatory acts in force and the internal AML/CFT regulations.

4.7. To be able to use the moldcell money Services, the User shall meet all of the following conditions:

- to be an individual with full legal capacity;
- to hold a valid identity document at the time of completing the identification procedure;
- to successfully complete the customer identification process, in accordance with the regulatory acts and procedures of the Provider.

4.8. The User Identification process and the activation of the Payment Account with the new identification level shall take place within 3 business days from the day the last document or information requested by the Provider was provided. The term provided for in this Clause can be extended by the Provider for the proper application of the KYC procedures, in order to prevent money laundering and terrorist financing.

4.9. A phone number (Login) can be used to open one Payment Account in the moldcell money System.

5. EXECUTION OF PAYMENT OPERATIONS FROM THE PAYMENT ACCOUNT

5.1. The Payment Account can be used to execute the following Payment Operations:

- a) replenishing the Payment Account by depositing cash at the Provider's direct branches or by transferring the advance held on the Moldcell mobile phone number account.

Replenishment of the Payment Account by refunding the advance from the Moldcell mobile phone number account is available to subscribers who contracted public mobile telephony services with the conclusion of contracts in writing or electronically, after an active period of the card in the Moldcell network of at least 45 days;

b) payment for goods and services;

c) money transfers;

d) cash withdrawals from the Payment Account;

e) other types of Payment Operations allowed by law and that will eventually be made available by the Provider and described on the website www.moldcell.md.

5.2. The operations mentioned in Clause 5.1.(c) and (d) can only be requested by identified Users who successfully passed the customer Identification process.

5.3. A payment operation is considered authorized only if the User, as the payer, provided his/her consent either before or after the payment operation.

5.4. The instruction regarding the Payment Operation is made through Authentication in the moldcell money System and is authorized by applying Strict Authentication.

5.5. In the case of executing a Payment Operation through the moldcell money Application, Strict Authentication will be used to confirm the authorization of execution of the Payment Order. For the authorization of the Payment Operations mentioned in Clause 8.9.3, the PIN or biometric authentication will be used.

Exceptions to entering the PIN are cash deposit transactions at the Provider's working points.

5.6. The User may order Payment Operations with immediate execution within the moldcell money System.

5.7. The Provider shall execute the payment order by transferring the specified amount from the User's account to the Beneficiary's account held with the Provider or with another payment service provider, if such transfer is possible (available amount, limits, etc.).

5.8. The Provider shall debit the Payment Account from which the transfer is made, which leads to reduction of the funds available in it.

5.9. The Payment Order authorized by the User on weekends or after 16:00 h shall be executed on the next business day.

5.10. The User may revoke or change the payment order at any time, but not later than the moment of receiving it for execution by the Provider (until consent is provided). After this, the Payment Operation authorized by the User cannot be revoked.

5.11. The moment of receipt of the Payment Order from the User shall be considered the moment of receipt of the Payment Order by the moldcell money System, as confirmed by the Provider (through a SMS and/or a notice in the moldcell money Application).

Receipt of the Payment Order by the Provider can also be confirmed by printing the receipt, on paper if the funds for payment are deposited in cash (at cash-in terminals or at the Provider's working points).

5.12. The Provider may refuse to execute the Payment Operation ordered by the User, if it has reasonable suspicions as to the identity of the parties involved in the Payment Operation, or the User's involvement in money laundering or terrorist financing operations.

5.13. For the execution of Payment Operations, through the Payment Account, the Provider charges commission fees according to the rates set at that time.

5.14. In case of execution of Payment Operations through the automated system of internal payments (hereinafter referred to as "SAPI"), the provisions of this Contract are supplemented, as appropriate, with the rules of the Regulation on the automated system of internal payments approved by the National Bank of Moldova and the Rules of Use of the MIA Instant Payment System, published on the Provider's website.

6. Closing the Payment Account. Termination of the Framework Contract

6.1. Closing the Payment Account entails termination of this Contract.

6.2. The Payment Account can be closed at:

- a)** the User's request, with a notice of 10 (Ten) days before the date from which the Payment Account is requested to be closed;
- b)** the Provider's initiative, if it is found that the information or documents submitted when opening the Payment Account or when identifying the customer are incomplete or untrue;
- c)** the Provider may unilaterally close the Payment Account of the User, if:
 - no Payment Operation was recorded on the Payment Account during 24 consecutive months, and its balance is 0.00 (Zero) MDL or is negative;
 - the balance of the Payment Account is higher than 0.00 (Zero) MDL, but does not exceed the equivalent of 1000 (One thousand) MDL and, during the last 3 consecutive years, no Payment Operation was made to/from the account, other than the settlement of commission fees or other payments due to the Provider.
- d)** The Provider may close the Payment Account if it identifies fraudulent use of the Provider's services, or has reasonable suspicions regarding the purpose and/or nature of transactions made through the Payment Account of the User;

e) as agreed between the Parties in a Termination Agreement made in writing or as an electronic document and signed by both Parties by hand or with a qualified electronic signature.

6.3. Until the date of closing the Payment Account, the User is obliged to pay the Provider all debts related to the use of the Payment Account. For this purpose, the User authorizes the Provider to debit the amount of these debts from the Payment Account.

6.4. The Payment Account cannot be closed if injunction relieves or enforcement measures are applied to the funds in the Payment Account based on enforcement documents issued in accordance with the legislation in force.

6.5. Upon closing the Payment Account, the available funds (except for funds provided free of charge by the Provider during promotional campaigns) shall be returned in cash to the User personally or to his/her representative, at the Provider's working points unless there are encumbrances applied according to the law.

7. Rights and Obligations of the Parties

7.1. The Provider shall have the following obligations:

7.1.1. The Provider undertakes to execute the User's Payment Orders in good faith and with the due diligence required from a professional, subject to the relevant standards and good practices;

7.1.2. to ensure the confidentiality of the User's data, of the security elements of which he/she is aware and of the Payment Operations, under the law;

7.1.3. to ensure that the User is able to notify the Provider and to request to temporarily block the access to the Payment Account, if the Personalized Security Elements were compromised or there is a suspicion of their compromise, which would allow unauthorized access to the Payment Account.

For this purpose, the Provider shall make the following telephone numbers available to the User: (+373 22) 444 444, non-stop working hours;

7.1.4. to temporarily block the possibility of using the Payment Account, within no more than 1 hour from the moment when the Provider's customer relations service receives the User's notice about the compromise of the Personalized Security Elements, about the loss, theft or misappropriation of the Personalized Security Elements, or about any other unauthorized use of the same;

7.1.5. should the Provider fail to execute an accepted Payment Order according to the User's instructions, the Provider is obliged to return to the Payment Account of the User the funds that were wrongly transferred;

7.1.6. to make available to the User the funds that were transferred to him/her through the Provider, as soon as he/she receives these funds from the payer's payment service provider, by crediting the relevant amount to the Payment Account of the User;

7.1.7. to make available to the User electronically through the moldcell money Application, monthly and free of charge, account statements with all payment operations performed through the Payment Account, including:

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- the payment operations through which the Payment Account is debited (payments to third parties);
- the payment operations through which the Payment Account is credited (receipts);
- commission fees collected by the Provider by direct debit from the Payment Account.

The request to issue account statements on paper shall be submitted in writing by the User to the addresses available on the website. www.moldcell.md.

7.2. The Provider shall have the following rights:

7.2.1. to request documents and information necessary for the Identification of the customer (User) upon opening the Payment Account;

7.2.2. for the continuous monitoring of the business relationship, the Provider may request the User to provide/update the information, supporting documents, necessary for the initiation/maintenance/termination of the business relationship and/or for the execution of Payment Operations, as well as to establish the terms and form in which the respective information and documents are to be provided, including to set the presentation requirements in accordance with regulatory acts and internal procedures;

7.2.3. to set and collect from the User commission fees for the provided services;

7.2.4. to refuse to execute payment operations in cases where it has reasonable suspicions as to the identity of the parties involved in the Payment Operation, or the User's involvement in money laundering or terrorist financing operations;

7.2.5. to block access to, or the possibility of using, the payment account for objective reasons related to the security of the moldcell money System or in case of a suspicion of unauthorized or fraudulent use thereof, with prior notification to the User before the blocking and, at the latest, immediately after, informing the User about the blocking of the account and the reasons for such blocking;

7.2.6. to block the possibility of using the payment account if no Payment Operation was recorded on the account for 12 consecutive months;

7.2.5. to transmit commercial communications (direct marketing) and to process the User's personal data for the purpose of conducting market studies, directly or through companies specialized in this regard;

7.2.6. to record the User's telephone conversations with the Provider's customer relations service representatives in order to identify the User's needs and improve the services offered by the Provider. The User is informed of this when requesting a conversation with a customer relations service representative and may refuse the conversation;

7.2.7. to unilaterally amend this Framework Contract, the terms of use of the payment account as well as the related commission fees and rates, notifying the User of this by publishing this information on the website: www.moldcell.md and in the moldcell money Application, at least 2 months before their effective date. In this case, the User may terminate the Framework Contract immediately and free of charge, before the date of entry into force of the proposed amendments.

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The amendments shall be considered tacitly accepted by the User, if he/she does not terminate this Framework Contract before the date of their entry into force.

7.2.8. The provisions of Clause 7.2.7. do not apply to the amendments made following the adoption of certain regulatory acts.

7.2.9. to limit the number of Payment Accounts that a single User may open or hold simultaneously. This limitation shall apply subject to the internal risk policies, fraud prevention procedures and anti-money laundering and counter-terrorism financing procedures of the Provider, without any obligation to provide prior notice for the imposition of these limits.

7.3. The User shall have the following obligations:

7.3.1. to provide truthful information and documents requested by the Provider when opening the Payment Account for the purpose of customer Identification or necessary for the execution of a Payment Operation;

7.3.2. to pay the commission fees/rates set for the Provider's services;

7.3.3. to immediately inform the Provider about cases of compromise of the Personalized Security Elements, as well as about any unauthorized use of the Payment Account, and to transmit to the Provider the information necessary to conduct investigations;

7.3.4. to make, in case of illegal theft or loss of the Personalized Security Elements, all payments generated by using the services until temporary blocking of access to the Payment Account by the Provider;

7.3.5. not to use the Provider's services for illegal purposes, in fraudulent operations or money laundering or terrorist financing;

7.4. The User shall have the following rights:

7.4.1. to use the Payment Account under the conditions and within the limits set out in this Framework Contract, and to benefit from the services;

7.4.2. to terminate the Framework Contract immediately and free of charge, before the effective date of the amendments proposed by the Provider;

7.4.3. to receive, upon request, on a durable medium, the terms and conditions of this Framework Contract, as well as the pre-contractual information;

7.4.4. to request correction or cancellation of the Payment Operation executed by the Provider wrongly or without authorization from the User, within 2 months from the date when the amount was debited from the Payment Account,

8. Security of the moldcell money System

8.1. The security of the moldcell money System aims to:

8.1.1. ensuring security of the Payment Account and of the available funds, as well as the confidentiality of information about it;

8.1.2. ensuring that Payment Operations involving the debiting of the Payment Account can be performed on behalf of the User only by the User by using Personalized Security Elements.

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8.2. The security of the moldcell money System shall be ensured through the following authentication requirements:

8.2.1. the person can join the moldcell money System as a User subject only the registration within the moldcell money System by establishing Personalized Security Elements (Login, PIN and OTP Code);

8.2.2. the person can obtain access to the moldcell money System as a User subject only to the Authentication or Strict Authentication procedure, as the case may be;

8.2.3. during the session of use of the moldcell money System, the Payment Order shall be authorized and sent for execution to the Provider by the User, based only on Strict Authentication for each Payment Order, with the exceptions set forth in this Contract.

8.3. The basic factor of the security of the moldcell money System is Authentication and, where applicable, Strict Authentication, accordingly, security is to the greatest extent based on the User ensuring the non-compromise of the Personalized Security Elements, including:

8.3.1. Non-compromise of the User's identification data.

8.3.2. Non-compromise of the PIN. Compromise of the PIN is a situation where the User is not firmly convinced that it is not accessible to third parties.

8.3.3. Non-compromise of the one-time passwords received from the Provider through SMS. Compromise of one-time passwords is the situation in which the User is not firmly convinced that they are not accessible to third parties.

8.3.4 Non-compromise of the data used by the device from which the moldcell money System is accessed for Biometric Authentication (fingerprint or face recognition). Compromise of these data is a situation in which the User is not firmly convinced that a third party did not have access to the device from which the moldcell money System is accessed or on which the moldcell money Application is installed.

8.4. The User shall be responsible for maintaining the confidentiality of the Payment Account PIN and shall be responsible for all activities in the Payment Account.

8.5. The User agrees to immediately notify the Provider of any unauthorized use of the PIN or the Payment Account, or any other breach of security. The Provider cannot and will not be liable for any loss or damage resulting from the User's failure to provide the Provider with accurate information or to keep his/her PIN secure.

8.6. To prevent the compromise of the Personalized Security Elements, the User:

8.6.1 shall not write the PIN on a medium that allows association with the moldcell money System;

8.6.2. shall regularly change the PIN;

8.6.3. shall ensure that the device from which the moldcell money System is accessed, including by using specialized software (antivirus, firewall, etc.), is protected;

8.6.4. shall limit access by third parties to the device, from which the moldcell money System is accessed by setting the PIN or biometric authentication (fingerprint or face recognition);

8.7. To increase security, the User is advised:

- 8.7.1. to request the execution of Payment Operations in his/her presence only;
- 8.7.2. to request the receipt of the Payment Operations made and to carefully check the information indicated on it (date, account number, transaction amount) if the Payment Operation is made directly at the merchant or the payment agent;
- 8.7.3. to immediately check the balance of the Payment Account, in case of failure of the Payment Operation;
- 8.7.4. to keep all receipts of the Payment Operations and check them with the account statement;
- 8.7.5. to inform the Provider of any circumstances that create reasonable doubts as to the security of using the moldcell money System.

8.8. Requirements for the PIN set by the User:

- 8.8.1. The PIN must contain a 4-digit combination;
- 8.8.2. It is prohibited to set the PIN that coincides with the last PIN previously set by the User;
- 8.8.3. The moldcell money System will block the possibility of entering the same PIN after 3 consecutive wrong entries. If PIN is blocked or the User forgot the set PIN, he/she shall request to set a new PIN, as follows:
 - a) The User contacts the Provider's customer relation service and, after successful validation of his/her identity, the Provider's representative resets the PIN. Further, a temporary PIN is sent to the phone number associated with the User's Account. This temporary PIN will be used by the User for a single Authentication, after which he/she will have the possibility to configure his/her new PIN.
 - b) If the User sets the security question and remembers the correct answer, he/she can reset the PIN independently by following the instructions in the moldcell money Application.
- 8.8.4. The moldcell money System will require the User to change the PIN at least once every 365 days.

8.9. Strict Authentication:

- 8.9.1. In accordance with the legislation in force, when the User performs certain Payment Operations, he/she shall request modification and/or viewing of data, the issuance of payment tools, through the moldcell money System, these requests will have to be authorized through Strict Authentication. Such authorization requires, in addition to using the PIN/Biometric Data, the entry of an OTP Code at the stage of payment/action authorization.
- 8.9.2. The Provider will apply strict authentication (SCA) every time the User:
 - a) accesses the moldcell money System for the first time
 - b) accesses the account from a new device;
 - b) initiates a cash withdrawal operation or a Payment Operation exceeding the transaction limits set by the Provider, through the moldcell money System;
 - c) performs any actions through the moldcell money System that may involve risks of fraud of the Payment Operation or other risks;
 - d) after a certain period of inactivity established by the Provider;

- e) changes or resets the PIN code;
- f) activates biometric authentication in the application;
- g) adds services/payment beneficiaries to the Favorites category.

8.9.3. As an exception, Strict Authentication will not be required for certain Payment Operations, which do not require a high level of security. These operations are:

- a) Recurring Payment Operations (of the same value and to the same Beneficiary). For the first Payment Operation, Strict Authentication will be required, so that all subsequent Payment Operations are authorized;
- b) Payment Operations between Payment Accounts held by the same User with the Provider;
- c) Small value Payment Operations, below the minimum limit set by the Provider;
- d) Payment Operations made by means of a template, i.e. to a Beneficiary previously agreed by the User, using Strict Authentication (marked as favorites in the moldcell money System).

8.9.4. As an exception, Strict Authentication will not be required for certain actions, which do not require a high level of security. These actions are:

- a) Viewing the account balance;
- b) Viewing the Beneficiaries added to the Favorites category;

9. Transaction Limits

9.1. After opening the payment account within the moldcell money System, the User can use the payment services available depending on the identification level.

9.2. The moldcell money System enables using the Payment Account depending on 3 levels of User identification:

- Unidentified - if verification of the Identity of the customer and the beneficial owner is completed after establishing the business relationship, which is as soon as possible, but no later than 10 (Ten) days from the initial contact);
- Partially Identified - Users who, by 15 May 2025 inclusive, completed the process of remote identification and verification of identity without using a qualified electronic signature. These Users are obliged to update the information and documents submitted when opening the account, upon completion of a period of 12 months from the date of initiation of the business relationship. In the absence of an update within the specified period, the Provider may temporarily or permanently restrict access to the provided services, in accordance with the applicable legislation and the terms and conditions of this Contract.
- Fully Identified (Identification and verification of the identity of customers by electronic means or physically, at Moldcell working points).

9.3. If, upon registration of the Payment Account in the moldcell money Application, the customer Identification process was not successfully completed, the User is automatically assigned the status of **Unidentified User**. Unidentified Users within the moldcell money System will have the following transaction limits:

- maximum deposited amount – 3,000 MDL
- limit per transaction – 3,000 MDL

- daily limit – 3,000 MDL
- monthly limit – 3,000 MDL
- cash withdrawal – 1,000 MDL per transaction
- initiation of transfers – not available
- services available for payment – partially (restrictions of using certain services)

The Provider will suspend the payment account if the User does not successfully complete the Identification process within 10 (Ten) days from opening the payment account.

9.4. When identifying and verifying the identity of customers by electronic means, without applying a qualified electronic signature, the User goes through the following steps:

- a) scanning (the front and back of) the identity card of the citizen of the Republic of Moldova in the moldcell money System and face matching. The System will archive a photo on both sides of his/her valid identity document (front and back) and a photo of the customer;
- b) completion of the online registration form in the Application;
- c) identity verification in the moldcell money Application using the photo/video camera of the mobile device. This process verifies whether the photo(s) matches (match) the photo(s) extracted from the User's official document(s);
- d) to pass this procedure, the applicant shall have a high-resolution photo/video camera.

This type of identification offers the following transaction limits:

- maximum deposited amount – 20,000 MDL
- limit per transaction – 15,000 MDL
- daily limit – 15,000 MDL
- weekly limit – 20,000 MDL
- monthly limit – 30,000 MDL
- cash withdrawal - available
- P2P transfer (electronic wallets) - available
- P2P transfer to persons without a wallet - maximum 1,000 MDL per transaction
- services available for payment - full range of services

9.5. Identification and verification of the identity of customers (Users) by electronic means, without applying a qualified electronic signature, shall not be performed if the applicant is not a citizen of the Republic of Moldova, is not the beneficial owner of the account concerned and/or if the applicant is a politically exposed person (PEP) and/or a family member of a politically exposed person. For the applicants concerned, identification is allowed only by personally visiting the Moldcell working points and passing the identification procedure described in Clause 9.6.

9.6. Upon full identification of the User, the following steps shall be made:

- a) identification of the User at the Provider's working points, by:
 - submitting a valid identity document (identity card of the citizen of the Republic of Moldova / residence permit for the Republic of Moldova, international passport);

- signing the User identification form.

b) signing the User identification form with a qualified electronic signature (for the Republic of Moldova only).

Such Customer Identification provides the following transaction limits:

- maximum deposited amount - 100,000 MDL
- limit per transaction - 100,000 MDL
- daily limit - 100,000 MDL
- weekly limit - 100,000 MDL
- monthly limit - 100,000 MDL
- cash withdrawal - available
- P2P transfer (payment accounts) - available
- P2P transfer to persons without a wallet - maximum 1,000 MDL per transaction
- services available for payment - full range of services

9.7. The Provider may additionally apply other limits in accordance with the requirements of the legislation in force.

10. Access to Payment Account Information

10.1. Access to Payment Account information through an account information service provider

10.1.1. The Provider may give access to the information on the Payment Account to third-party account information service providers (AISPs) authorized by the User.

The User may access the information on the Payment Account online, through an AISP, provided that the AISP complies with the regulations on the open, common and secure communication standard and access is limited to one of the following online elements:

a) the Payment Account balance;

b) Payment Operations made through the Payment Account.

10.1.2. The provision of the services indicated in Clause 10.1.1 by the AISP is not conditioned by the existence of a contractual relationship between them and MOLDCCELL JSC, and the Provider is not responsible for the fulfillment of the obligations incumbent on these third parties.

10.1.3. The procedure for giving consent to the provision of information on the User's accounts shall be agreed upon between the User and the third-party AISP.

10.1.4. The User shall confirm the consent to the Provider granting AISP access to the Payment Account information, through the moldcell money Application.

10.1.5. The Provider is not liable for the failure to comply with the obligations by third-party AISPs. Access to an AISP may be denied in reasonable cases (e.g. unauthorized access attempts), for which reason the User shall be notified through notices in the moldcell money Application and/or by a SMS.

11. Payment Initiation Service

11.1. Payment initiation service through a third-party payment service provider.

11.1.1. The payment initiation service through a payment service provider or third-party payment initiation service provider (PISP) allows the User to initiate a payment order

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with respect to a payment account held by the User with MOLDCELL JSC, accessible online at the payment initiation date.

11.1.2. To initiate the payment operation, through PISP, the User shall submit a payment order in accordance with the conditions of the PISP concerned. The details of this order include, but are not limited to, the name of the third-party provider, the payment amount, the commission fee, the name of the service, the payment date for transaction validation.

11.1.3. In order for MOLDCELL JSC to execute the payment orders initiated by the User in accordance with Clause 11.1.1, the User is obliged to authenticate exclusively in the interface designated by the PISP and provide explicit consent for the payment operation.

11.1.4. In certain situations, according to the terms and conditions of this Contract, MOLDCELL JSC may refuse to execute the payment subject to notification to the User.

11.2. Payment initiation service through the moldcell money System, from an account of the User with another payment service provider (Account Provider).

11.2.1. The payment initiation service allows the User to request initiation of a payment operation held by the User at the Account Provider. This is made by sending payment orders, at the User's request, to the Account Provider.

11.2.2. To initiate the payment operation, through MOLDCELL JSC, the User shall send a payment order according to the conditions of the respective Account Provider.

11.2.3. The User confirms and agrees that MOLDCELL JSC will provide payment initiation services only with respect to Account Providers that are compatible with the moldcell money System and that are made available for selection in the moldcell money Application.

The following terms and conditions shall be met in order for a payment order to be initiated and transmitted to the Account Provider:

- a) There is a valid consent for the initiation of the payment order concerned;
- b) Successful authentication at the Account Provider, using personalized security credentials;
- c) Successful authorization of the payment order initiated by the User, using the unique identifier provided by the Account Provider.

11.2.4. The provision of payment initiation services by MOLDCELL JSC in relation to any Account Provider does not imply an association, support, approval, consent, review or endorsement by MOLDCELL JSC.

12. Liability of the Parties

12.1. The Provider limits its liability only to the direct damage caused to the User by the failure to execute or delayed execution of a Payment Operation, transmitted according to the procedure described in this Contract, the failure to execute or delayed execution being caused intentionally or by gross negligence ascertained by a final court decision. In case of an incorrectly executed/unauthorized Payment Order, direct damage means the amount wrongly debited from the Payment Account (in the absence of a Payment Order on the part of the User or not in accordance with the Payment Order received),



and the User shall be compensated by crediting the Payment Account with the wrongly debited amount.

12.2. The Provider is not responsible for any direct or indirect damage suffered by the User for reasons for reasons not attributable to the Provider, including those arising from the User's failure to fulfill his/her obligations to ensure the confidentiality of the Personalized Security Elements.

12.3. The payment service user may obtain correction of a payment operation from the Provider only if he/she informs the Provider, as soon as possible, but no later than 13 months after the date of debiting his/her account, about the fact that he/she found an unauthorized or improperly executed payment operation.

12.4. The payer is obliged, up to a maximum amount of 500 MDL or its equivalent in foreign currency, calculated according to the exchange rate of MDL valid on the date of the payment operation, to bear the financial losses related to any unauthorized payment operation, resulting from the use of the lost or stolen payment tool or from the unauthorized use under the conditions set forth in Art. 58 of Payment Services and Electronic Money Law No. 114/2012.

12.5. If the User is not also the holder of the subscription contract for the mobile phone number used for Authentication and authorization of Payment Operations, he/she shall declare, subject to his/her own responsibility, that he/she obtained the consent of the holder of the subscription contract for the use of the phone number, including for the purpose of benefiting from the moldcell money Services.

13. Personal Data Processing

13.1. The User's personal data shall be processed in accordance with the Privacy and Personal Data Protection Policy adopted by MOLDCELL JSC and published on the website www.moldcell.md .

13.2. The Provider shall notify the User that the purposes of processing personal data, including those with identification function through electronic means in the moldcell money Application or whole being at Moldcell working points (surname, name, biometric data, personal numerical code, series and number of the identity document, residence address, occupation) are the following:

- a) To provide moldcell money Services;
- b) To provide the account information service. We process and transmit to third-party account information service providers (AISPs), depending on the access permissions given by the User, information about bank accounts, balances and history of payment operations related to them;
- c) For the Payment Initiation Service through a payment service provider or third-party payment initiation service provider (PISP), depending on the access permissions given by the User, information about bank accounts, balances and history of payment operations related to them;

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- d) To ensure security of the moldcell money System, to prevent frauds and incidents, to monitor the quality of our services and the capacity of the moldcell money System. Also, to transmit commercial communications (direct marketing) and conduct market study, directly or through specialized companies in this regard;
- e) To establish databases and to use them in connection with the provision of services that are the subject of this Contract;
- f) To verify data from the identity documents submitted with data from the State Population Register;
- g) To transmit to authorities or legally established private entities for identification, assessment and prevention of the risk of fraud and preventing and combating money laundering and terrorist financing.

13.3. The Provider may transfer personal data to entities in countries that ensure an adequate level of protection of personal data, in compliance with the legal provisions in force.

13.4. The Provider processes personal data on the basis of the following legal grounds:

- a) performance of contractual obligations towards the User (as a result of having accepted this Framework Contract);
- b) compliance with the legal obligations of the Provider (such as legislation on customer knowledge, tax and accounting legislation, etc.);
- b) legitimate interest of the Provider.
- d) consent (e.g. processing of biometric data for identification by electronic means).

13.5. The Provider shall inform the User that he/she has the rights provided for in the legislation in force on personal data protection, and namely the right to information, the right to access, the right of intervention on data and the right of opposition, which he/she may exercise by means of a written request addressed to the Provider.

14. Final Provisions

14.1. By submitting the Application for Registration, this Contract between the User and the Provider shall be considered concluded, and the User agrees with its provisions.

14.2. All and any disagreements and/or disputes arising between the User and the Provider regarding the use of the moldcell money System shall be resolved amicably, through negotiation. If all means of amicable dispute resolution were exhausted, they shall be resolved by the competent courts, in accordance with the legislation of the Republic of Moldova.

The complaint resolution procedures available to the user of the payment services are set forth in Law No. 114/2012, the regulatory acts of the NBM and the internal acts of the Provider made public on its website. The Provider examines the User's complaint and communicates its decision no later than 15 business days from the receipt of the complaint. In exceptional circumstances, if the answer cannot be provided within 15 business days for reasons beyond the Provider's control, the Provider is obliged to send a provisional answer, explicitly indicating the reasons why the answer to the complaint

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will arrive late and the deadline within which the User will receive the final answer. The deadline for receiving the final answer cannot exceed 35 business days from the receipt of the complaint.

14.3. The Parties shall be exempted from liability if the provisions of the Contract cannot be complied with as a result of an impediment beyond the control of the Party concerned. The Party invoking as a reason an impediment shall notify the other Party in writing, within 5 (Five) business days from both the occurrence of the respective event and from its termination.

14.4. All requests, questionnaires to be filled out and submitted by the User upon signing this Contract, as well as during the contractual relationship, will be an integral part and complement the provisions of the Contract.

Date of approval
09.02.2026

Approved by:

Carolina Bugaian

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