

INTERNATIONAL PLASTIC (DEBIT) CARD ACCOUNT AGREEMENT

ICICI Bank Eurasia (Limited Liability Company), on the one part, and the individual who has expressed in writing his/her agreement with terms and conditions hereof by signing the Application for opening bank account and issuing international banking card (hereinafter – “Customer”), on the other part, have entered into the agreement (hereinafter – “Agreement”) as to the following:

TERMS AND DEFINITIONS:

- **Authorisation Request** means the procedure aiming to request authorisation from the Payment System for processing card transaction initiated through point-of-sale terminal at any merchant establishment, through cash desk or ATM, etc.
- **Bank** means ICICI Bank Eurasia (Limited Liability Company).
- **Business day** means any day on which the Bank is open for general business in Moscow, the Russian Federation, other than the official holidays and days on which the banks are closed pursuant to the Russian Law or due to actions taken by the relevant state agencies.
- **ATM** means a computerized telecommunications device designed for cash withdrawal and/or deposit enabling to issue Transaction documents, provide information on Transactions, send instructions to the Bank requesting to credit / debit the Account and perform other functions.
- **Account Currency** means Russian currency (RUB).
- **Account Statement (Statement)** means a report on Card Transactions carried out on the Account within a certain time period.
- **Card Holder** means the Customer in whose name the Bank issued the Card or other individual in whose name the Bank issued an Add-On Card at the instruction of the Customer.
- **Application** means an application of the Customer for opening Card Account and issuing international banking card. On signing the same the Customer accepts terms and conditions of the Agreement that is given in Appendix No.1 to the Application being its integral part.
- **Card** means a personalized international debit card VISA issued in the name of the Customer and linked to his/her Card Account or an add-on personalized international debit card VISA issued in the name of the individual at the request of the Customer. The Card is an instrument enabling to make transactions on the Account, issue settlement documents and other documents due and payable by the Customer.
- **Customer** means an individual, resident of the Russian Federation, non-resident of the Russian Federation or stateless citizen whose Application for opening Card Account was accepted by the Bank.
- **Transaction** means any cash withdrawal or payment for goods or services with the Card (should the Authorised Request be confirmed by the Bank) or card number enabling to issue settlement documents without any Card (paying phone bills, hotel reservation, purchasing air tickets or goods by catalogue, operations through Internet, etc.). While making any Card transaction the Customer instructs the Bank to effect settlement via Payment System in accordance with terms and conditions of the Agreement. Logotype of Visa International at the merchant establishment indicates the ability to pay for goods / services with the Card.
- **PIN-code** means an electronic signature of the Customer being an individual code assigned to each Card issued in the name of the Card Holder that is used for identification of the Card Holder when transactions are carried out through point-of-sale terminals and ATMs.
- **Payment System** means International Payment System Visa International. In accordance with Russian Law Payment System establishes the rules for card settlements and their use.
- **Bank Branch** means branches, extension counters or other Bank structural subdivisions.
- **Spending Limit** means maximum amount of cash that the Card Holder can spend on his/her Card Account. The same includes Card Account cash balance less blocked transactions and fees stipulated by the existing Bank Tariffs.
- **Account Overdraft (Overdraft)** means any debt on the Account occurred as a result of any card transaction made by the Card Holder in excess of the established Spending Limit.
- **Parties** mean both the Bank and the Customer.
- **Card Account (Account)** means an account which the Bank opens in Account Currency for the individual against his/her Application.
- **Bank Tariffs** mean the existing Bank tariffs for processing transactions in Russian and foreign currency at the instruction of individuals being residents or non-residents of the Russian Federation as well as the existing Bank Tariffs for the issue and maintenance of international debit cards.

1. General Provisions

- 1.1. This Agreement defines terms and conditions for opening and handling Card Account of the Customer with the Bank with outlining the procedure for the release, maintenance and usage of the Card issued by the Bank in which connection any relations between the Customer and the Bank are regulated hereby. All Transactions made on Card Account of the Customer are regulated by applicable Russian Law, this Agreement, CBR and Payment System regulations.
- 1.2. This Agreement is executed as soon as the Customer puts his/her signature on the Application. If the Customer obtains the Card from the Bank it shall be treated as an additional confirmation of his/her consent with terms and conditions hereof and the existing Bank Tariffs. The Customer has the right not to use the Card and take neither actions to obtain it from the Bank within the period of 1 (one) month from the date of its issue. Should the Customer fail to obtain the Card from the Bank within the period stipulated herein the Agreement is deemed to become null and void on the agreement of the Parties.
- 1.3. The Bank will open Card Account in Account Currency for the Customer against submission by the latter of duly executed documents stipulated by paragraph 2.1 hereof.
- 1.4. The Customer will confirm that he/she has learnt and accepted all provisions hereof and the existing Bank Tariffs. The Customer will provide the Add-On Card Holder with information on the existing Bank Tariffs, on how to operate the Card and make Transactions.
- 1.5. The Bank will process Card Transactions made by the Customer on the Card Account for fees charged as the existing Bank Tariffs.

- 1.6. The Card is issued for temporary use being the Bank property. The Bank, acting at its own discretion, has the right not to issue the Card for the Customer and stop cards servicing without reasoning. In the event of failure on the part of the Customer or Add-On Card Holder to observe any provisions hereof, the Bank is entitled to block the Card.
- 1.7. When receiving the Card the Customer shall put down his/her signature on the back side of the Card (in the signature box). When receiving the Add-On Card the Customer shall make the Add-On Card Holder put down his/her signature on the back side of the Add-On Card.
- 1.8. The Card is valid till the last day of the month indicated on the front side of the Card inclusive. It is prohibited to use the Card (its details) upon expiration of its validity period. The Bank is not liable for untimely receipt by the Card Holder of the renewed Card.
- 1.9. When receiving the Card the Customer shall make sure of that the envelope with PIN code has not been previously opened, when receiving the Add-On Card the Customer will arrange the Add-On Card Holder to make sure of that the envelope with PIN-code has not been previously opened.
- 1.10. Settlement documents generated as a result of processing Card Transactions may be signed by the Card Holder or confirmed by entering PIN-code except for cases when the Card Holder signature is not required. The Customer agrees that the Card and correct PIN-code will be sufficient for identification of the Customer and confirmation of his/her powers to make the Transaction. In the event when incorrect PIN-code is entered three times the Card is blocked automatically.
- 1.11. The Bank will charge annual card maintenance fee the same month when the Card is issued. If on the date of charging the fee owing to the Bank there are no sufficient funds on the Account and/or other Customer accounts with the Bank, then the Bank shall have the right to debit the fee owing to the Bank on any other day of the year within the period of the Card validity as soon as any funds are credited to the Account and/or other Customer accounts with the Bank.
- 1.12. Should the Card be lost, stolen or damaged or in the event when the magnetic stripe is demagnetized, electronic chip is damaged, PIN-code is lost or disclosed to any third parties, the Bank may issue a new Card instead of the lost/stolen/damaged one against the appropriate written request made by the Card Holder in the form acceptable for the Bank. Any new Card will be valid for the same period as the lost/stolen/damaged one unless otherwise in agreed by the Parties.
- 1.13. Add-On Cards will expire:
 - 1.13.1. on termination of their validity period;
 - 1.13.2. on termination of the Card validity period;
 - 1.13.3. on closing the Card and/or Add-On Cards.
- 1.14. Any verbal statement made by the Customer shall be confirmed with written applications within 10 (ten) calendar days from the date when the verbal statement was made to the Bank.
- 1.15. The Bank is not responsible for failure on the part of the Customer to observe terms and conditions hereof as well as for the events that go beyond the Bank control.
- 1.16. The Bank will process Transactions of the Customer in working hours of the Bank Branch.

2. Procedure for Card Account Opening

- 2.1. To open Card Account the Customer shall submit to the Bank the following documents:
 - 2.1.1. passport or other identity document by applicable Russian Law;
 - 2.1.2. Application;
 - 2.1.3. other documents stipulated by applicable Russian Law and internal documents of the Bank.
- 2.2. The Bank will open Card Account for the Customer within 10 (ten) Business days after acceptance of the documents stipulated by paragraph 2.1. hereof.
- 2.3. The Customer will give consent to the Bank enabling the latter to make a copy of his/her identity document to be placed in the Customer File.
- 2.4. The Customer hereby consents and authorises the Bank to process his/her personal data contained in the Application and other documents submitted by the Customer.

For the purposes of this paragraph, processing of personal data means, without limitation, collection, systematization, storage, safekeeping, making enquiries (updating, amending), use, depersonalization, blocking, destruction, along with disclosure (transfer) of such data to third parties (including agents), provided that it is confidential and safe to process these personal data. The Bank may process personal data when executing any of its rights and obligations stipulated by internal procedures of the Bank, this Agreement and applicable Russian Law. The Customer is deemed to have given his/her consent under this paragraph for an indefinite term provided that the same may be recalled by the Customer should the Agreement be terminated by way of notice in writing. In such event the Bank terminates processing personal data that shall be annihilated within the period not more than 75 (seventy-five) years from the date of termination hereof.

3. Procedure for Processing Operations on Card Account

- 3.1. To enable the Customer to conduct Transactions and for the purpose of their recording and effecting mutual settlements the Bank will open an Account in the name of the Customer on the following terms and conditions:
 - 3.1.1. The Account is held in Account Currency.
 - 3.1.2. Neither interest is accrued on cash balance on the Customer Card Account.

- 3.1.3. The Customer may carry out Transactions on the Account with the Card within the period of its validity only. Transactions on the Account with neither Card are made on prior consent of the Bank.
- 3.1.4. All Transactions with Add-On Card and mutual settlements with the Bank are carried out on the Card Account.
- 3.1.5. All Transactions made with Add-On Card under the Agreement are at the expense of the Customer. The Customer is responsible for any Transaction carried out by Add-On Card Holders.
- 3.1.6. The Customer may deposit cash funds on the Account through the Bank cash desk / ATM or by means of wire transfer.
- 3.1.7. The Bank will credit cash funds the same Business day should they be deposited on the Account before cut-off time fixed by the Bank for the acceptance of cash funds for crediting the same Business day.
- 3.1.8. Funds transmitted to the Customer Account by means of wire transfer are credited to his/her Account on the next Business day after their receipt on the Bank correspondent account.
- 3.1.9. Third parties may deposit cash funds on the Customer Account unless otherwise stipulated by applicable Russian Law and CBR regulations.
- 3.1.10. The Bank shall be entitled to debit the Customer Account unilaterally in cases stipulated hereby, by court decision and in the circumstances stipulated by applicable Russian Law.
- 3.1.11. Overdraft on the Account is not allowed. Should any Overdraft occur the Customer shall clear it within 30 (thirty) calendar days from its occurrence with paying Overdraft penalty owing to the Bank as per the existing Bank Tariffs. The Bank shall be entitled to direct debit other Accounts of the Customer with the Bank for Overdraft clearance.
- 3.1.12. The Bank will direct debit the Card Account (unconditionally) for the amount due against the request for payment made by banks and organizations through Payment System within 1 – 60 calendar days after the Transaction date including Bank fees stipulated by the existing Bank Tariffs. The said period may be extended should any instruction or collection order on the Card Account be issued by the authorities. If the amount due and payable by the Customer is in the currency other than the Account Currency, then the Bank shall convert the same to the Account Currency at the bank rate effective on the Transaction date or at the exchange rate of the Payment System.
- 3.1.13. Unless otherwise is stipulated by the Bank, if there are insufficient funds standing to the credit of the Customer Account, then obligations of the Customer shall have the following ranking irrespective of the Customer instructions:
 - 3.1.13.1. Penalties for Overdraft on the Card Account;
 - 3.1.13.2. Overdraft;
 - 3.1.13.3. other amounts due and payable to the Bank.

4. Rights and Obligations of the Bank

4.1. The Bank shall:

- 4.1.1. advise the Customer on the issues connected with the Bank services;
- 4.1.2. provide the Customer with information on the existing Bank Tariffs while executing the Agreement;
- 4.1.3. provide the Customer with the Card and PIN envelope against his/her Application in the event of the Bank positive decision as well as provide the Add-On Card holder with the Card and PIN envelope subject to completion by the Customer of the relevant field in the Application;
- 4.1.4. block the Card upon receipt of any notice from the Card Holder of the Card loss, theft, capture in ATM or unauthorised use;
- 4.1.5. hold confidential all information on the Card Holders and Transactions. Information that constitutes the banking secret may be disclosed to the Customer, his/her representative or the sole participant – ICICI Bank Limited. Such information may be disclosed to the government agencies and their officials in cases and in the procedure stipulated by applicable Russian Law. To arrange the Card issue and Transaction settlements the Customer hereby agrees that the Bank is entitled to provide the Processing Center and/or Personaliser with information on the Account, Transactions, Card Holders' personal details and Spending Limits;
- 4.1.6. issue Card Account Statement promptly at the request of the Customer;
- 4.1.7. issue a new Card to the Card Holder in the procedure stipulated by paragraph 1.13 hereof against his/her written request in the event when the Card is lost or damaged;
- 4.1.8. keep the Customer informed about any changes in the Tariffs or terms and conditions of the Agreement within the period stipulated by paragraph 4.2.4 hereof. Towards this end information on the said changes shall be displayed on the information boards in the Bank Branches and/or on the Bank web-site having the following address: <http://www.icicibankrussia.com>;
- 4.1.9. terminate the Agreement unilaterally in cases stipulated by paragraphs 6.2.2 – 6.2.3 hereof;
- 4.1.10. should the Agreement be terminated - return to the Customer cash balance standing to the credit of the Account within the period stipulated by paragraphs 6.2.1-6.2.2 hereof through wire transfer of the same to the current account opened for the Customer with the Bank.
The Card Account will be closed. Against written instruction of the Customer the cash balance is (a) released to the Customer in cash or (b) transferred from the current account to another account designated by the Customer.

4.2. The Bank is entitled to:

- 4.2.1. verify the data specified by the Customer in any document submitted to the Bank;
- 4.2.2. set decision making criteria for Card issue/re-issue and cards servicing or refuse unilaterally to issue / re-issue the Card with neither reasoning nor notifying the Customer;
- 4.2.3. refuse to process or suspend operations on the Account in cases and in the procedure established by applicable Russian Law and this Agreement;
- 4.2.4. make changes to the Agreement and the existing Bank Tariffs unilaterally of which the Customer shall be duly informed. Towards this end information on the said changes shall be displayed on information boards in the Bank Branches and/or on the Bank web-site having the following address: <http://www.icicibankrussia.com> 14 (fourteen) calendar days prior to the date when the same shall take effect. Such changes are deemed to be accepted by the Customer unless the Customer declares in writing about his/her intention to terminate the Agreement within 14 (fourteen) calendar days from the date when the said changes became effective;
- 4.2.5. suspend or terminate the Card and take all necessary measures including Card withdrawal in the following events:
 - 4.2.5.1. violation by the Card Holder of terms and conditions hereof and Payment System regulations; and/or
 - 4.2.5.2. the Customer insolvency; and/or
 - 4.2.5.3. the Bank has doubts as to the Card is used lawfully;
 - 4.2.5.4. the Bank takes decision to stop cards servicing. In such situation Bank shall be intitled to further servicing of clients with their current accounts opened in accordance with this Agreement.
- 4.2.6. re-issue the expiring Card for the new tenor without notifying the Customer unless the latter informs the Bank of his/her intention to terminate the Card at least 30 (thirty) days prior to the expiration of its validity period. In the event when the Customer refuses to receive the Card issued or re-issued in his/her name the Bank is under no obligation to reimburse the collected fees or set them off against the Customer liabilities to the Bank;
- 4.2.7. annihilate the Card unilaterally without sending prior notice to the Customer if the Customer has not come to the Bank to obtain the Card for 1 (one) months from the date of its issue;
- 4.2.8. correct unilaterally in the procedure established by the Bank any error made when recording funds to the credit and/or debit of the Account. The operations made by the Bank are reflected in the Account Statement that is presented to the Customer on the date when he/she comes to the Bank in person in accordance with Section 7 hereof;
- 4.2.9. direct debit funds standing to the credit of the Card Account in satisfaction of the Customer liabilities under other agreements signed with the Bank;
- 4.2.10. block all Cards opened under the Agreement as soon as it receives any court order or collection order with the same being blocked until execution by the Bank of the court order or collection order issued by the government agency;
- 4.2.11. arrest cash funds on the Account upon receipt by the Bank of the relevant instruction (resolution, decision) from the government agency in the amount specified in the said instruction.
- 4.2.12. establish Card withdrawal limits of which the Customer shall be duly informed. Towards this end the said information shall be displayed on the information boards in the Bank Branches and/or on the Bank web-site having the following address: <http://www.icicibankrussia.com>.

5. Rights and Obligations of the Customer

5.1. The Customer shall:

- 5.1.1. provide the Bank with required and true information specifying the same in the Application for the Card issue;
- 5.1.2. make Card Transactions within the Spending Limit in compliance with the Agreement and Payment System Regulations;
- 5.1.3. make Add-On Card Holder familiar with the Agreement and the existing Bank Tariffs;
- 5.1.4. hold sufficient funds on the Account ensuring the ability of the Bank to collect amounts stipulated by the Bank Tariffs;
- 5.1.5. pay / reimburse to the Bank:
 - 5.1.5.1. any fees and other charges stipulated by the existing Bank Tariffs;
 - 5.1.5.2. for the Transactions made with the Card or Card details;
 - 5.1.5.3. the Overdraft in accordance with paragraph 3.1.11 hereof;
 - 5.1.5.4. any amounts credited to the Account by mistake;
 - 5.1.5.5. for the Transactions made in violation hereof, any expenses incurred so that to prevent or investigate any event of unlawful usage of the Card as well as charges of collection agencies upon presentation of the appropriate calculations;
- 5.1.6. make Transactions with the Card unless they are banned by applicable Russian Law;
- 5.1.7. take neither actions to disclose PIN-code or hand over the Card (or its details) to any third party thus taking all necessary measures aiming to prevent the Card from being lost, damaged or stolen;
- 5.1.8. make neither Transactions with the Card details should the Card be returned to the Bank or expired as well as withdraw from using the Card after it has been declared as lost;

- 5.1.9. should PIN-code or Card details be disclosed to third parties - immediately report the same to the Bank by the phone number: +7 495 981 49 88 or visit the Bank in person. For further Card use it is required to submit an application for the Card re-issue to the Card Account Operator;
- 5.1.10. immediately notify the Bank of the Card loss by calling to the phone number: +7 495 981 49 88 or visiting the Bank in person provided that within 14 (fourteen) days the Customer shall come to the Bank and apply for the Card re-issue;
- 5.1.11. immediately notify the Bank in the event when the Customer has found the Card that was previously declared as lost in which case the Customer shall not use and return it to the Bank within 3 (three) Business days from the date when the Card was found;
- 5.1.12. deposit cash funds on the Account in the amount sufficient to pay maintenance fee charged by the Bank provided that cash shall be available in the Account on the first day of the month when the Card expires thus ensuring its re-issue;
- 5.1.13. notify the Bank in writing of any changes in the data previously specified in the Application within 7 (seven) calendar days from the date when such changes took effect;
- 5.1.14. return the Card to the Bank:
 - 5.1.14.1. when the Customer is not intended to use the Card (with simultaneous submission to the Bank of the relevant application);
 - 5.1.14.2. when applying to the Bank for the Card re-issue or the Account closure (with simultaneous submission to the Bank of the relevant application);
 - 5.1.14.3. at the request of the Bank (within 5 (five) Business days after the receipt of the Bank request);
 - 5.1.14.4. on expiration of the Card validity period (within 5 (five) Business days after the date of its expiry);
- 5.1.15. should it be impossible to return the Card the Customer shall submit to the Bank written notice of the Card loss. The Bank shall not be liable for Transactions carried out with the Card if it has not received the said notice. Any Add-On Card or written notice stating that it is lost may also be accepted from the Add-On Card Holder;
- 5.1.16. notify the Bank in writing of any cash credited to the Account by mistake within 10 (ten) calendar days after the receipt of the Account Statement and keep sufficient cash in the Account to ensure the Bank ability to direct debit the Account so that to collect cash credited by mistake;
- 5.1.17. retain all documents confirming Card Transactions and submit them to the Bank at the request of the latter to eliminate differences between the Parties in connection with Card Transactions.

5.2. The Customer is entitled to:

- 5.2.1. use the Card in accordance with the Agreement;
- 5.2.2. apply to the Bank in writing for the issue of an Add-On Card;
- 5.2.3. receive Card Account Statements in the procedure stipulated by Section 7 hereof;
- 5.2.4. contest any Transaction shown in the Account Statement within 60 (sixty) calendar days after the Transaction date and the date when the funds were debited from the Account. If contested Transactions are not claimed to the Bank in writing within the specified period they are deemed to be confirmed and not subject to appeal;
- 5.2.5. terminate the Agreement unilaterally by submission relevant application to the Bank in writing. From the date of the application the Bank will block the Card.

6. Duration and Termination Procedure

- 6.1. The Agreement shall take effect from the date of signing the Application by the Customer and shall remain in full force and effect for an indefinite period.
- 6.2. Termination of the Agreement, closing of the Account and release of the Account cash balance shall be carried out by the Bank:
 - 6.2.1. at the request of the Customer on the expiration of 60 (sixty) calendar days after the return to the Bank of all Cards issued hereunder. If the Customer fails to return the Cards to the Bank - the Account will be closed and cash balance will be released at the request of the Customer to close the Account on the expiration of 60 (sixty) calendar days after the said request was made by the Customer;
 - 6.2.2. unilaterally with notifying the Customer in writing thereof in the events stipulated by paragraph 4.2.5 hereof. The Bank will send Termination letter to the Customer at the address given in the Application. On the expiration of 60 (sixty) calendar days from the dispatch of Termination letter the available cash balance will be released to the Customer in the procedure stipulated in paragraph 4.1.10 hereof. The Agreement will be terminated from the date specified by the Bank in its Termination letter;
 - 6.2.3. unilaterally if there has been neither cash nor Transactions on the Customer Account for 2 (two) consecutive years. The Bank will notify the Customer in writing of its intention to terminate the Agreement. On the expiration of the two months from the dispatch to the Customer of the said notice the Agreement will be terminated unless cash funds have been deposited in the Account;
 - 6.2.4. upon agreement between the Parties should the Customer fail to obtain the Card from the Bank during 6 (six) months from the date of its issue unless cash funds have been deposited in the Account. Provided that the Agreement is deemed to be terminated on the date of expiry of the 6 months period from the date of the Card issue;

6.2.5. by decision made by court at the request of the Bank in accordance with this Agreement should neither Transaction be conducted on the Account within a year;

6.3. Should the Agreement be terminated all Cards issued under the Agreement will be declared invalid and shall be returned to the Bank. Should the Agreement be terminated at the initiative of the Bank the Customer shall return the Card within 5 (five) Business days after the receipt of Bank written notice thereof. It is provided that charges and fees paid to the Bank shall not be refunded or set off against the Customer liabilities to the Bank.

7. Account Statements

7.1. The Bank will generate the Account Statement on a monthly basis. The same is submitted to the Customer on his/her personal visit to the Card Account Operator.

7.2. The Bank shall not be liable for the Customer's failure to obtain the Account Statement in time that resulted in any loss for the Customer.

7.3. The Customer is entitled to request the Account Statement from the Bank for any period that falls within the last 12 months.

7.4. The Customer undertakes to check the Account Statement and immediately report to the Bank on any Transactions in question.

8. Parties Responsibilities and Other Provisions

8.1. The Parties shall not be held as liable for failure to perform the assumed obligations under the Agreement if they provide evidence of that their non-performance or improper performance occurred as a result of force majeure circumstances that were extraordinary by nature and unavoidable. The Parties at fault are liable only for their own actions hereunder unless otherwise is stipulated by applicable Russian Law.

8.2. The Bank is not liable for any delay, error or improper interpretation which may occur as a result of vague or indefinite payment instruction of the Customer or for the reasons going beyond the Bank control. The Bank is not liable for any delay or failure to execute the Customer instruction if it is not in compliance with any resolutions or decisions adopted by legislative, executive or other competent state authorities pursuant to applicable Russian Law.

8.3. The Bank is not responsible for the operations on the Account in case of non-performance or unduly performance by the Customer of the obligations stipulated in paragraph 5.1 hereto. The Bank is not responsible to the Customer for failure to identify any instruction made on the Account by unauthorised persons.

8.4. The Bank is not responsible for any unauthorised use of PIN-code as well as for any forgery or misuse of PIN-code.

8.5. The Bank shall not be responsible for:

8.5.1. the refuse of any merchant establishment to process payment through point-of-sale terminal for the reason of the Card Holder's failure to enter the PIN-code;

8.5.2. the refuse of any merchant establishment to process payment through point-of-sale terminal as it finds it necessary to make further check to make sure of the Card Holder's power to make the proposed Transaction;

8.5.3. any extra fees charged by any merchant establishment for processing purchases of goods / services with the Card;

8.5.4. any restrictions on Transaction size and the Card Holder identification procedures used by any merchant establishment or other banks.

8.6. The Bank shall not be held as liable for any technical malfunction or disruption to communication and/or power systems that are owned and/or maintained by third parties.

8.7. In case of any dispute arising out of or in connection with the Agreement the Parties will take all necessary measures so that to settle the same in the course of negotiations. In case of failure to reconcile the dispute the same is to be referred to court at the location of the Moscow Bank Branch in accordance with applicable Russian Law. The Customer is also entitled to apply to courts of territorial jurisdiction pursuant to article 17 of Russian Law "On protection of consumer rights" No.2300-I dated 17.02.1992.

8.8. The Parties shall be governed by applicable Russian Law with regard to every issue not stipulated herein.