## Legal Agreement for myPOS Account

**Last update: 04.07.2022**

**Welcome to myPOS!**

"**myPOS Service**" is a FinTech platform providing acceptance of card-present and card-not-present payments in various currencies with instant settlement in a single or multiple e-money account/s designated with IBANs and instant access to cash via myPOS Card and credit transfers and direct debits, as well as other payment services, provided by licensed Electronic Money Institutions ("Financial Institutions" or "FI").

## 1. Legal relationship and Service:

**1.1** This Agreement for myPOS Account is between the Client and iCard AD, having its seat and registered office at: Bulgaria, Varna, Business Park Varna, Building B1, PO 9009, UIN: 175325806, authorized and regulated by the Bulgarian National Bank as an Electronic Money Institution under the Electronic Money Directive 2009/110/EC (the "EMD") with license No. 4703-5081/25.07.2011 Principal Member of Mastercard, VISA and JCB, (collectively hereinafter referred to as "us", "we", "our", "iCard" or "Financial Institution"), entitled to provide e-money, payment services and card services in EU/EEA under EU Payment Services Directive and EU E-money Institutions Directive. iCard AD is a party to this Legal Agreement with regards to the issuing of electronic money in your electronic money account.

**Important Legal Notice: The e-money issued by us does not qualify as a deposit or an investment service in the sense of the Law and the Client is not protected by any Depositor Compensation Schemes provided by the competent compensation Schemes. Client is not entitled to interest on the balance of e-money or money collected and kept by us under this Agreement.**

The element of the Client's account which constitutes the e-money services and payment functionality will be known as the "E-money account".

**1.2 Payout to Client of amounts collected via card acceptance:** Subject to all terms and conditions of this Agreement we shall pay to Client the due amounts, collected via the Service, by crediting Client's myPOS account with a sum of electronic money that is equal to the amount due to Client. The amount due to Client equals the authorized and settled by Card Organization sum less the applicable fees, charges, Reserve amounts and other possible claims that we might have. Client may use the electronic money in Client's account for transfer to bank account or transfer to other Client's Account or payment in Internet or payment on POS, or ATM cash withdrawal with Card.

**1.3** The Payment Service is described in Section Definitions below in this Agreement and constitutes acquiring of payments with cards with the logo of the Card organizations and of issuing of electronic money (e-money) by the Financial Institution, opening of accounts for e-money in various currencies that the Financial Institution support, internal money transfers within myPOS system, SEPA Credit Transfers, SEPA Instant Credt Transfers (both referred to as "SEPA Transfers") and SEPA Direct Debits, International money transfers via SWIFT, issuing and authorizing of transactions with prepaid card with the logo of MasterCard, VISA, JCB and other Card Organizations and Mobile Application for smart phones. A description of the main characteristics of the Service is also set out on the website for the Service.

**1.4 Client Information:** Subject to all terms and conditions of this Agreement during the term of this Agreement we shall provide to Client a Client's online account on myPOS platform and a Mobile app for information, payment orders, control of the security of payment instruments of Client, described below in this Agreement.

**1.5** This Agreement does not regulate the purchase of myPOS package physically or online from www.mypos.com or from third parties' websites. The purchase of myPOS package from www.mypos.com or from third parties' websites is regulated by a different agreement, available upon the online purchase. This Agreement regulates the provision of value-added services by myPOS platform and the e-money and payment services by us to Client who has registered for the Service successfully and has agreed to this Agreement.

**1.6 Important: After the Client completes the online registration on the myPOS Website, the Client will only be provided with an Online profile for logging in on the platform from where an application for myPOS Service may be submitted. At that stage, before the application for myPOS Service passes through all applicable due diligence measures and our approval the Client shall not be provided with any e-money or payment services or other similar financial services.**

The Client is entering into contractual relations for the provision of e-money and other payment services only after successful fulfilment of all below stated conditions precedents ("Effective Date"):

- The Client agrees with this Legal Agreement for myPOS Account.
- The Client has passed through all due diligence measures for identification and verification.
- There is an approval of the request of the Client for e-money account opening.
- The licensed electronic money institution has received funds for issuing of e-money.

The Client understands that prior to the completion of these condition precedents the Client may only have a Profile in myPOS Platform.

**1.7** By accepting the Agreement, Client agrees to use the Service in accordance with the requirements of the Agreement.

Client can accept the Agreement by:

i) Clicking to ¨Accept¨ or ¨Agree¨ to the Agreement, where this option is made available to Client by us on the website for the Service or via the Mobile Application for the Service. Clicking to ¨ Accept ¨ or ¨ Agree ¨ to the Agreement, where this option is made available to Client by us on the website or Mobile Application for the Service represents an electronic signature made by Client and therefore the electronic document of the Agreement is deemed as duly signed by Client, or

ii) Signing the Agreement on a hard copy, if requested by us; or

iii) Actually using the e-money services. In this case, Client agrees that we will treat use of the e-money services by Client as acceptance of the Agreement from the moment of first use of the e-money service.

**1.8** The specifics and functionalities of the Service are set out on the website for the Service and, if applicable, in the description of the APIs and other similar code which we may have published on the website for the service in order to let you integrate with some of our systems, for your convenience, such as the REST API. We may introduce innovations, improvements, developments, new functionalities, upgrade accounts or amend the names of accounts or products unilaterally and without the consent of Client, for which we shall inform Client via the website for the Service or via the Client's online account. We are not liable for lack of availability of the Service on mobile or smart devices, or inability to download or use the Services via a particular smart device, or lack of Service or part of the Service, because of lack of Internet or because of mobile operator services (such as SMS, push notifications or similar notifications to mobile phones or other) or Client's hardware specifics or problems.
However, where a change to the Service constitutes a modification to the preliminary information to be presented to Client prior to concluding this Agreement as required by the Law, or narrowing the Services, Client will be given notice by an email sent to Client email address.

All APIs which we may publish on our websites in the future, represent a non-financial part of the myPOS Service and are entirely optional, made by us for your convenience. You are responsible for your successful and fault-free integration with our APIs. We do not provide any express or implied warranty that the APIs will be free of fault or will behave in the described way. We shall bear no liability in the event that you have any negative experience with our APIs. By downloading our APIs or by otherwise obtaining its code, you agree with this Limitation of liability disclaimer. We reserve all IP rights related to our APIs.

**1.9 Privacy:** Protecting Client's privacy is very important to us. Client must read myPOS Privacy Policy, part of this Legal Agreement, to better understand our commitment to maintain Client's privacy, as well as our use and disclosure of Client's information.

**1.10 Acceptance Policy:** Detailed rules on the use of the Service are set out in the Acceptance Policy, available on the website for the Service.

**1.11 Return Policy:** In case Client does not wish to continue using the Service, Client must follow the instruction for Termination of Agreement below in this Agreement and myPOS Return Policy, available on the website for the Service.

**1.12** A copy of the Agreement will be provided to Client in printable form during the sign-up process. A copy of the Agreement, as amended from time to time, is available to Client on the website for the Service and in the online account. Client may request to be provided with a copy of the Agreement, and a link to the Agreement will be sent to Client email address for printing.

**1.13** The present Agreement is in English language and all messages to the Client shall be in English. Where we have provided Client with a translation of the English-language version of the Agreement or communication, Client agrees that the translation is provided only for Client convenience and that the English-language versions of the Agreement and communication will govern the relationship with us. If there is any contradiction between the English-language version and a translation, the English-language version takes precedence.

## 2. Eligibility. Registration, opening myPOS account and using myPOS Service:

**2.1** To be eligible for the Services, Client must (i) be a resident (address of Client's registration) of one of the countries listed on the website for the Service; and (ii) has full legal capacity to enter into a contract; and (iii) not be present on any black list or sanctions lists, related to AML/FT purposes, officially published and notified by Regulators or our black lists of card fraudsters or black lists of Card Organizations; and (iv) use the Service for Client's legal business or professional activity in the country, in which the Client is established or is a resident. If Client is a body corporate or similar, Client must always proof its good standing during account opening and after account is open. The Client who is in liquidation, dissolution, wining-up, bankruptcy, receivership or any other similar legal status is not eligible for the Service.

**2.2** For regulatory, risk and security reasons we may impose or change the limits unilaterally and without the consent of Client, for which we shall inform Client via the website for the Service or via the Client's online account, unless we are not permitted by law to notify Client in certain cases. We are entitled at our sole discretion to decide whether or not to change the limits following a customer's request and we shall not be held liable by the Client in case of decline of such request.

**2.3** Upon registration for the Service and during this Agreement, Client must provide current, complete and accurate information, as requested by us and maintain it as current and accurate during use of the Service. In case of any changes in information provided by Client, Client agrees to update the information in the Online profile, to notify us via e-mail or to contact us in any other way without delay.

**2.4** myPOS Account: Client cannot use myPOS Service for personal use and Client cannot be a consumer under this Agreement. myPOS Account (including account for e-money and the Reserve account) is not a consumer account. myPOS Account is always a business account, used for business or professional purposes, which are different from the consumer purposes. Client may have accounts in the same currency or different currencies, supported by us. The Client attests that Client is not opening and/or using the account primarily for personal, family, or household purposes.

i) In case Client is eligible and has more than one E-money account, provided by the Financial Institution we will visualize for Client's convenience the total amount of all available balances held by Client in the Financial Institution in the primary currency selected by the Client in accordance with the applicable exchange rate applied by us. The claim of the Client for its Balance of e-money against us is only equal to the amount of electronic money in the respective currency, which we have issued and is subject to this Agreement.

ii) Set-off. Client agrees that myPOS Service may set-off any of the amounts held in Client's e-money accounts or currency balances held or controlled by Client with any fees, charges or other amounts Client owes to any of the myPOS Group of companies. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts due by Client under this Agreement or the other legal agreements with different Financial Institution for myPOS Account from any of the account balances held or controlled by the Client. If such set-off includes a currency conversion we will convert the amount that the Client owes according to our currency exchange rate for the date of the operation.

iii) Client is solely responsible for all risks associated with maintaining Balances and e-money accounts in multiple currencies (including, without limitation, the risk that the value of these Balances will fluctuate as exchange rates change, which over time may result in a significant decrease in the value of the Balances). Client agrees that Client will not attempt to use multiple currencies for speculative trading.

iv) Security Interest. To secure Client's performance of this Agreement, Client grants to us a legal claim against the funds in Client's Account as security for any amount Client may owe to us. This is known in legal terms as a "lien" on and "security interest" in Account of the Client.

**2.5** The Client agrees that the delivery of the Service and full use of the Service by Client shall be subject to the following condition precedents, which are not exhaustively listed:

i) For myPOS card-present POS terminal:

(a) Client has to select, order from Internet or from a distributor of myPOS and receive myPOS package, including card-present POS terminal;

(b) Client has to register for myPOS Account on www.mypos.com or www.mypos.eu and provide the information requested;

(c) Client must agree with this Agreement, which is made electronically, via means of distant communication provided on the Website for the Service, or sent via e-mail, or executed on hard copy (as may be requested by us);

(d) Client must download and install myPOS Mobile App or another app (if such is designated by us) on a smart phone with iOS

or Android;

(e) Client must pass successfully the identification and verification procedure as per the internal rules of the Financial Institutions providing the e-money and payment services (see below) and Client has to be accepted by us;

(f) Client has to activate the myPOS card-present POS terminal and myPOS prepaid business card following the instructions given by us on the website for the Service and in the documents in the package or in Special Agreement/Instructions provided by us;

ii) For the Service myPOS Online, such as myPOS Payment Request, myPOS PayLink, myPOS Button, myPOS Virtual, MOTO, e-commerce, myPOS Checkout or similar card-not present transactions:

(a) Client has to register for Client's account on www.mypos.com or www.mypos.eu and provide the information requested;

(b) Client must agree with this Agreement, which is made electronically, via means of distance communication provided on the Website for the Service, or sent via e-mail or executed on hard copy (as may be requested by us);

(c) Client must download and install myPOS Mobile App or another app (if such is designated by us) on a smart phone with iOS or Android;

(d) Client must pass successfully the identification and verification procedure as per the internal rules of the Financial Institution providing the e-money and payment services (see below) and Client has to be accepted by us;

(e) If required for some of the card-not present transactions services, Client has to apply and/or integrate successfully with the API of myPOS following the respective instructions, and to successfully complete the tests for the Service;

**2.6** Identification and verification of the Client: We are legally obliged to identify and verify Client's identity in compliance with the applicable AML/FT laws, our Internal AML/FT rules and procedures and the applicable rules of the Card Organizations. Such measures may include video identification and verification and/or verification selfie, software tools, documentation and information checks in official database and independent sources provided by international organizations, requesting additional information or similar.

**2.7** In case the Client is successfully verified by us Client's myPOS Account shall be activated, after which the Client shall be able to start using the Service, for which the Client shall be notified accordingly. Nevertheless, we may require at any time additional information as a condition of the continued use of the Service by the Client. Client agrees to provide such information without undue delay, as we may require in this regard. The spending limits on the myPOS Account are set out in the Tariff and/or in the online account. The limits for the funding transactions and for incoming transfers (credit operations) for the account are shown in the online account. To change the limits Client has to contact us via email, explain the reasons for the requested change of limits and upon our discretion undergo additional due diligence and verification as we may deem necessary.

**2.8** After successful completion of the verification of Client and activation of the myPOS Account and Service, Client has to make a test transaction with own card in order to check the Service and the Client's billing descriptor or other data about Client ("Client's integrational data"). Client is entitled to request a correction in Client's integrational data within two days following the test transaction. In case of lack of test transaction or request for correction of integrational data within this term, it will be deemed, that Client has approved and agrees with the integrational data for the Client.

**2.9** We shall inform Client via e-mail on completion of successful integration and tests, registration of Client by us with 3D secure authorization schemes MasterCard Secure Code and Verified by VISA and J/Secure or other (if applicable) and shall provide to Client personalized security characteristics for the Service.

**2.10** We may suspend the Service for operational reasons such as maintenance by us or other third parties, or because of an emergency or reasons related to fraud, risk or compliance. We will restore the suspended Service as soon as reasonably practicable. The Client is responsible for taking backups of its offers, pricing and other data prior to any suspension or maintenance work and for restoring any such data lost as a result of such suspension or maintenance work. We shall not be liable for any direct or indirect loss or damage suffered by the Client or any other third party arising from the suspension of the Service.

**2.11** We will use all reasonable endeavours to correct any reported technical faults in the Service as soon as reasonably practicable. However, we do not give any guarantees as to performance of the Service or any undertakings that the Service will be continuously available or free of faults, as authorization process in some cases includes participation of third parties, such as Card Organization and Card Issuers, which are not under our control.

**2.12** Occasionally we may:

i) for operational reasons, update the technical specification of the Service and/or update the manuals or documents related to the Service; or

ii) require the Client to follow instructions which we believe are necessary for reasons of security or quality; or

iii) for operational or commercial reasons, make changes in the information provided for the Client, to which Client agrees by entering into this Agreement or using the Service.

**2.13** We may refuse to execute any payment transaction, payment order or other use of the Service if we have reasonable grounds to suspect fraud, a breach of the Agreement or Regulations by Client or third party. Authorizations or payouts may also be delayed due to compliance with obligations under applicable legislation or Regulations, including if we suspect that the transaction involves fraud or illegal or non-acceptable activities. In the event that we refuse to execute a transaction or payment order, Client will be notified, unless it is unlawful for us to do so or would compromise reasonable security measures.

**2.14** Clients with specific businesses and Merchant category codes (MCC), such as Hotels, Cruise lines, Rent-a-Card and similar, as provided by the Rules of the Card Organizations may be eligible for Pre-authorization transactions, offered as a part of the Service. Such transactions will be available to Clients after our explicit approval for each Client. We have full discretion in the assessment of the Client's application for Pre-authorization transactions and may refuse this part of the Service to a Client or stop offering with immediate effect this type of Service for security or compliance reasons, for which we shall not be liable for whatsoever compensations to the Client.

## 3. Funding of account and Receipt of money:

**3.1** Funding of Business accounts with amounts due by us to Client from acquiring services: Client agrees that myPOS Account will be used to settle amounts due by us to Client from the acquiring services in accordance with the Merchant Agreement concluded by the Client or amounts received from valid credit transfers to the account.

i) We shall pay to Client the amounts collected via the Service and due to Client, by issuing electronic money as per value of the amounts collected via the Service and due to Client, subject to all terms and conditions of this Agreement. In certain cases, upon explicit consent between the Parties, we shall transfer the amounts collected via the Service and due to Client to a bank account of Client, preliminary approved by us.

ii) The amounts collected by the Service shall become due to Client and shall be paid by us to Client's account for e-money via issuing of electronic money in the following business day:

(a) In case of transactions via myPOS Virtual or links or requests for payments - the business day of authorization of the transaction by the Card Issuer which is usually the same day of the transaction;

(b) In case of transactions via myPOS Service via payment card of the Card Organizations - the business day of authorization of the transaction by the Card Issuer, which is usually the same day of the transaction.

iii) In case of Pre-authorization transaction, the amount of the Pre-authorization operation is not received by us and is not credited to the Client's account until due completion of the Pre-authorization transaction in compliance with the Rules of the Card Organizations and our requirements. The Client is obliged to perform a completion of the Pre-authorization transaction, by confirming the transactions for the full or partial amount within 90 days from the date of the Pre-authorization transaction, after which the amounts collected via the Service will be credited to the Client's account. In case the Client does not complete the Pre-Authorization transaction within the period specified above or cancels the Pre-authorization transaction ("Cancelation of Pre-authorization") the amount of this transaction shall not be credited to the Client's account and the Client will be charged with a fee for the cancellation, as provided in the Tariff.

iv) The amounts due by us to Client, in exchange of which we shall issue electronic money for the Client, are calculated in the following way: The amount received by us from acquiring or other payment services is decreased with the following amounts due by Client to us:

(a) any fees, charges or compensations due by Client to us for the Services or in connection with this Agreement or other Agreements with us; and

(b) any charges and/or sums or payment amounts subject to chargebacks, reversals, refunds, reimbursements or any other entitlements or on other legal grounds, or compensations or penalties to be paid by us to Sub-Contractors or Card Organizations or other Regulators; and

(c) any amounts subject to withhold by us, such as Reserve or Hold/Pending or withhold of amounts by us under this Agreement or other Agreements with us or in compliance with the laws and Regulations.

v) Amounts, collected via the Services, which are withheld by us as Reserve or as Hold/Pending under this Agreement or other Agreements or for compliance with laws or Regulations, are not yet due for payment from us to Client, until the reason for withhold is rectified and such amounts represent conditional obligations of ours with regard to Client. Such amounts are not considered as funds received by us in exchange of electronic money, therefore, they are not electronic money or available balance in Client's account for e-money or a claim of Client towards us until the reason for withholding or Reserve is rectified and these amounts are credit to the Client's account for e-money. Client shall be able to see the amounts withheld by us in Client online account, in the Reserve account, as Reserve or Hold/Pending, where such amounts are displayed only for information purposes and not as e-money balance. We shall inform the Client on the reasons for withholding of amounts, unless it is unlawful for us to inform Client.

vi) Amounts of Pre-authorization transactions are not credited to the Client's account until due completion of the Pre-authorization transaction and settlement to us, according to the Rules of the Card Organizations. Such amounts are not e-money and are not available balance of e-money. Such amounts are displayed in a separate place in the online account of the Client, who is approved for such transactions, under Tab "Pre-authorization" only for information purposes.

vii) Nothing in this Agreement shall require us to provide any credit or overdraft facility to Client and it is not intended that any such credit or overdraft will be granted.

**3.2 Funding via bank transfer:** Client can order a credit transfer from a bank account to Client's myPOS Account for e-money provided by us. Upon receipt of the amount of the transfer by us, we will issue electronic money in the same amount and currency as the amount and currency received by us and in the same business day as the date of receipt of the funds by us. We are not responsible for and do not control when we will receive the funds from Client's payment services provider and whether the payment services provider of Client or correspondent banks will charge Client fees for the transfer and will transfer the full amount to us. Client will be notified through information in the online account in the balance and transaction history on the amount of issued money and date of credit operation. In relation to the compliance with the rules of the applicable legislation, for example Regulation (EU) 260/2012, we may reject and return to the payeer certain kinds of restricted payment transfers. If the Client has any doubts whether a specific transfer is allowed, the Client may call our contact centre before the Client or the payer sends the transfer to the Client account.

**3.3** In order to receive the amount in the account, Client must provide to its payer the correct Account number of the Client and/or correct IBAN, or correct sort-code and account number if applicable, as well as other beneficiary account details, as stated in the online account of Client. The limits for funding via bank transfer are set out in the online account.

**3.4** Client agrees that we may impose different limitations on amounts of issued e-money, or special requirements, or not accept bank transfer from certain banks, upon our discretion, If this is justified by reason of our legitimate interests in reducing our risk exposure or in order to comply with any legal requirement under any legislation which may be introduced in the future.

**3.5** The credit value date for the payee's account (Client's account) and the amount of the funding transactions shall be available no later than the Business day on which the amount of the funding transaction is credited to our account.

**3.6** Funding in cash: We are currently not offering this service. We are working on adding this functionality to the account and when it is available, we shall inform the Clients.

**3.7** Funding transactions with some funding methods may be rejected or limited by us for regulatory reasons (AML/FT), risk and security or to avoid conflict between various Services by us or on other grounds, or may be rejected or delayed, for reasons beyond our control. Therefore, in such cases we do not guarantee the acceptance of any particular funding method, and may make changes or discontinue the acceptance of any particular funding method by giving you prior notice as provided by the applicable law.

**3.8** Client agrees that Client cannot make a successful Chargeback after a funding transaction, on the ground "goods not delivered or similar", as the purchased e-money (purchased goods) is issued (delivered) by us upon receipt of funds.

**3.9** Receipt of money: Client's account may be funded with e-money via receipt of money from Client from other Client's accounts in our system or from other bank accounts. To receive money from a Client's accounts in the system, Client has to provide to the payer either Client's registered email for the Service or Client's registered mobile phone for the Service or the number of Client's account, available in the online account of Client. In order to receive money from a bank account (inbound money transfer), Client must provide to the payer the correct number of Client's account and/or correct IBAN, as well as other beneficiary account details, as stated in the online account of Client.

**3.10** Requests for payments: Client's account may also be funded with e-money via receipt of money from Virtual myPOS or links for payment for card-not present payments. The Client can send a payment request or a link for payment via the Service, which has an expiry date and amount set by the Client, and if the recipient agrees to pay to the Client, the payment will be processed as a card-not present transaction on a secured platform myPOS. Client understands and agrees that a sent link or request for payment is not a promise or obligation on our behalf to debit the account or card of the recipient and that the recipient of that link or request has to agree, open the link and make an e-commerce transaction with a valid card prior to the expiry date of the payment request. We are not liable for late payments or refusals to pay via link or requests for payments.

## 4. Outbound money transfers, International transfers, Domestic transfers:

**4.1** Client may submit payment orders to send money to another account within our system online via Client's online account or via the Mobile app (Send money), or in other ways if allowed by the Service. Client may submit payment orders for outbound money transfers online via Client's account. Client is fully liable for providing full and correct payment order and correct and full beneficiary data.

**4.2** Receipt of payment order and Irrevocability: By clicking the button "Confirm" or "Yes" in the online account for the Service or Mobile app, and if requested by the Service, after entry of an OTP (one time password) or a secured code for confirmation of the payment order, Client confirms that Client is making confirmed and irrevocable payment order to us to execute the payment order and debit Client's account with the amount of the transfer, and all applicable fees. Confirmed order received by us cannot be revoked by Client. Payment orders received by us in a day, which is not Business day, shall be deemed as received by us on the first following Business day.

**4.3** We shall execute the authorized payment order of Client, if Client has enough balance in the designated account from which the payment order is being placed transactions to cover the amount of the transfer and the applicable fees. We shall refuse to execute a specific transaction if there is not enough balance of e-money in the respective currency, or we reasonably believe that the payment order is made by unauthorized person or transaction is fraudulent, illegal or in breach of the present Agreement or any law or regulation.

**4.4 Payment transactions initiated by or through the payee.**

We shall execute a payment transaction initiated by or through the payee in accordance with the consent of the Client given to the payment service provider of the payee. In cases where the amount of the transaction is not known at the moment of providing the consent, the Client may be provided with an option to agree to the blocking of a specific amount for the purposes of the execution of the transaction in question. In case you have agreed to said blocking, we shall unblock the amount at the moment of the initiation by or though the payee.

**4.5** Deadline for performance of correct payment orders for money transfers:

i) Send money – within the same day as of the date of placement of correct payment order;

ii) Deadline for performance for SEPA Instant Credit Transfer – immediately but not later than the same day of placement of correct payment order if the order made by the Client is in accordance with the SEPA Instant Credit Transfer rules and our limits.

iii) Deadline for performance for SEPA credit transfers: we shall execute the order and credit the amount of the transfer in the payee's payment service provider account at the latest by the end of the Business day following the day of receipt of the payment order by the Client. The receipt of money in the personal payment account of the payee (recipient) depends on the agreement between the payment service provider of payee and the payee.

iv) Deadline for performance of International money transfers: we shall execute the order and credit the amount of the transfer in the payee's payment service provider account at the latest by the end of the Business day following the day of receipt of the payment order by the Client. The receipt of money in the personal payment account of the payee (recipient) depends on the agreement between the payment service provider of payee and the payee. Client agrees that we may set other deadlines for performance for International money transfers (non SEPA transfers), which shall be notified to Client in advance on the website for the Service or in the online account.

v) Deadline for performance of Domestic money transfers: we shall execute the order and credit the amount of the transfer in the payee's payment service provider account at the latest by the end of the next Business day following the day of receipt of the payment order by the Client. The receipt of money in the personal payment account of the payee (recipient) depends on the agreement between the payment service provider of payee and the payee. Client agrees that we may set other deadlines for performance for Domestic money transfers, which shall be notified to Client on the website for the Service or in the online account.

vi) Deadline for performance of payments under Standing orders: we shall debit the account specified by the Standing order on the due date for execution specified in the Standing order. The above rules for deadlines apply accordingly.

vii) Deadline for cross-border payments inside the territory of the EU: in case of any payment operation which may be considered to be a cross-border payment taking place inside the territory of the EU, the amount of the payment transaction will be credited to the payee's payment service provider's account by the end of the following business day.

**4.6** Client may submit Standing orders for money transfers online via Client's account as it is provided and within the limits allowed by the Service. Client has to specify the account, which has to be debited, frequency, amount of the payments, currency balance to be debited, beneficiary's payment details (names, account number/IBAN and other as requested by the Service) start date and expiry date of the Standing order. Client understands and agrees that OTP may be requested by the Service upon setting up of the Standing order and not upon execution of the future transfers from the Standing order, which will be executed automatically without need of entry of OTP.

**4.7** Upon setting up the Standing order Client can see our applicable fees in the Tariff. However, we may amend the Tariff as allowed by this Agreement and the law, and this will not suspend or terminate the Standing order automatically and the new fees will apply for the Standing order as of the moment of their entry into force. The funds in the account to be debited for execution of the Standing order have to be sufficient to cover the amount to be transferred and our applicable fees. In case the funds in the account to be debited for execution of the Standing order are not enough to cover the amount of the transfer and/or the applicable fees, we shall perform automatic currency conversion at the currency exchange rate for the date of the conversion with the available funds in other accounts in order to complete the transfer. We shall not execute a specific transaction if there are not enough funds in the Client's account, for which we shall not be liable for whatsoever damages or compensations.

**4.8** Client is entitled to withdraw a Standing order before the expiry date has come into effect via Client's online account with entry of valid OTP and as provided by the Service. Client understands and agrees that all payments executed by us according to the Standing order until the date of the withdrawal or expiry date are irrevocable and correctly executed by us and we shall not be liable for unauthorized transactions.

**4.9** Client acknowledges and agrees that a payment order, including from a Standing order, has been executed correctly by us, even if Client has submitted a payment order with incorrect data, and as a result of this, the money transfer has not been successful and/or has been received by wrong payee and/or was returned to us, as a result of which Client has to cover the charges for the return, reversal or cancellation of incorrect payment order.

**4.10** International transfer: Client can make via the Service outbound money transfers from Client's account and balances to any bank account, except for bank accounts in countries or of persons or entities, which are not allowed by the Service. We shall perform correct payment orders for international transfers in compliance with SWIFT rules on international transfers. To make a correct payment order for international money transfer Client must provide full and correct names of beneficiary, correct beneficiary account data, such as IBAN and BIC for PSP of beneficiary or other number of beneficiary account and SWIFT code of PSP of beneficiary, and other data, as requested by the Service in the online account of Client.

**4.11** Domestic transfer: For some countries, we may support the functionality for a domestic transfer. Client has to check the Tariff and the online account for availability of domestic transfers. To make a correct payment order for domestic transfer Client must provide full and correct names of beneficiary, correct beneficiary account data, such as IBAN in domestic currency and BIC for PSP of beneficiary in the country, where domestic transfer is available via the Service, or other data, as requested by the Service in the online account of Client.

Our ability to provide SEPA or domestic transfers may be limited or disabled for some time, for reasons beyond our control, as we participate in the payment system as indirect participant and rely on local banks, which are direct participants. We shall inform you in reasonable time and will try to find a solution and resolve the matter as practically as possible, however, we shall not be liable for any damages caused to you due to ceasing of any of our transfers services for reasons beyond our control.

## 5. SEPA Credit Transfers. SEPA Direct Debits

**5.1** SEPA credit transfer: Client can make via the Service outbound money transfers from Client's myPOS Account and balance in EUR to any SEPA-reachable bank account in EUR in SEPA country. We shall perform correct payment orders for such transfers in compliance with EU Regulations on SEPA credit transfers. To make a correct payment order for SEPA credit transfer Client must provide full and correct names of beneficiary, correct beneficiary IBAN in EUR in SEPA country and BIC of PSP, which is reachable for SEPA transfers, of the beneficiary (bank of recipient), available in the online page of Client. We will not carry out an EUR credit transfer to a PSP in EEA that is not SEPA-reachable.

**5.2** SEPA Instant Credit Transfer: Subject to all terms and conditions of this Agreement and in particular to the terms of SEPA Instant Credit Transfer Rulebook, you may order SEPA Instant Credit Transfers via your myPOS Account. Unlike the standard SEPA Credit Transfer, the SEPA Instant Credit transfer is received by the beneficiary within not more than 20 seconds after we execute the Client' order under the condition that the payment service provider of the beneficiary is reachable in the SEPA Instant Credit Transfer and the beneficiary is allowed to receive such kind of transfers.

**5.3** SEPA Direct debit (SDD) Payments which the Client makes to payees by SEPA direct debit through its myPOS Account ("Account") shall be subject to the following terms and conditions.

i) The SEPA Direct Debit Service enables the Client to make payments in EUR currency to the payee through our Service within the Single Euro Payments Area (SEPA) where the payments are initiated by the payee on the basis of a prior consent given by the Client. SEPA comprises the countries and territories described above in the List of SEPA countries and territories.

ii) The client understands and agrees that in order to execute payments by SEPA Direct Debit Service:

(a) The payee and the payee's payment service provider must use the SEPA Direct Debit Core Scheme and

(b) The Client must give the SEPA direct debit mandate to the payee when entering into contractual relations with the payee or at least 14 days before the due date of the payment transaction under the contractual relations.

(c) The payee initiates the respective payment transaction by submitting orders ("Collection") for direct debit transaction to us via its payment service provider. The direct debit transaction may be recurrent or one-off payment as determined by the Client in the Mandate provided to the payee.

iii) When applying SEPA Direct Debit Service the Client must use the generated IBAN and BIC provided by us as Client's unique identifier vis-à-vis the payee. The Client understands and agrees that we shall perform the payment under SEPA direct debit solely on the basis of the unique identifier provided in the Collection submitted by payee's payment service provider.

iv) SEPA direct debit mandate

(a) The Client understands that the SEPA direct debit mandate must be provided to the payee as a paper document, physically signed by the Client or in any durable electronic format according to the agreement between the Client and the payee and subject to the national legal requirements.

(b) The Mandate must contain the following statements by the Client:

(1) a statement authorizing the payee to collect payments via SEPA direct debit from the Client's Account held with us; and

(2) a statement instructing us to pay SEPA direct debits drawn by the payee on the Client's Account.

(c) The Mandate must contain the following authorization data and attributes:

(1) Client's unique identifier (IBAN and BIC code)

(2) unique mandate reference

(3) identification of the payee (name, address and country of the payee) of Client;

(4) payee's identifier;

(5) type of payment (indication of whether the Mandate is for a one-off or recurrent payment);

(6) identification of the Client (name, address and country of the Client);

(7) name of the Client's payment service provider (our name as described in the Legal Agreement for myPOS Service); and

(8) date and time;

(9) signature of the Client;

(10) The direct debit mandate may contain additional details supplementing the authorization data.

(d) The Client understands and agrees that the Mandate given by the Client to the payee shall remain with the payee. The Client agrees that the payee shall take over the authorization data and enter any additional details in the data set of the

instruction for the Collection of SEPA direct debit such as the amounts to be collected.

(1) The Client acknowledges that the payee shall send the instruction for Collection of the SEPA direct debit to us through the payment service provider of the payee. This instruction shall also represent the Client's authorization given to us to perform the respective SEPA direct debit and collect the funds specified in the Collection from the Client's Account.

(2) We reserve our right to approve or decline the form of the mandate and/or when necessary to request from the Client or from the payment service provider of the payee a verification of the Mandate given by the Client to the payee in order to protect the Client's interests from any attempt for fraud.

v) Collection authorization as a SEPA Direct Debit Mandate. The Client understands and agrees that by providing the Mandate to the payee the Client authorizes the payee to request Collection of payments from the Client's Account held with us under SEPA direct debit and at the same time thereby instructs us upon receipt of a Collection by us to pay the direct debit by withdrawing the specified funds from the Client's Account and transfer them to the payment service provider of the payee.

vi) Refusals, Limitations and other instructions

(a) Refusals of the SEPA direct debit mandate

(1) The Client is entitled to refuse at any time the SEPA direct debit Mandate given to payee or certain payment under SEPA direct debits mandate by submitting a request to us via email sent from its registered email for the Service or in other manner as may be provided by the Service where the Client must specify the details of the Mandate or of the payment which is refused by the Client and/or other details as may be requested by us.

(2) Where the Client has refused a Mandate, the Client understands and agrees that after submitting a Refusal to us, we shall consider any subsequent Collection received by us from the payment service provider of the payee under this Mandate as no longer authorized.

(3) The Client must submit the Refusal to us at least two business days before the due date of the payment transaction under the Mandate so that we may effectively reject the Collection under the refused Mandate/payment.

(4) The Client is responsible to communicate the Refusal to the payee so that the payee does not continue to send to us instructions for Collection for further direct debits via its payment service provider.

(b) The Client is entitled to limit any payment under SEPA Direct Debit Service in terms of frequency and/or amounts by sending us an instruction via the registered email address of the Client or in another manner as allowed by the Service. The Client understands that the limitation has to be communicated to us at least two business days before the due date of the payment under specific SEPA direct debit mandate otherwise we shall not apply the limitation to the specific payment transaction/s. The Client is responsible to communicate the limitation to the payee as we are not obliged to notify the payee. By receiving instruction for limitation, we shall perform the collection of SEPA direct debit in accordance with the limits set in the instruction.

vii) Blocking payments under SEPA direct debit. The Client is entitled at any time during the use of the myPOS Direct Debit Services to block its Account as allowed by the Service for any Collections of SEPA direct debit received from payees of the Client. The Client understands that by choosing this option the Client disables its SEPA Direct Debit Service and instructs us to reject any collection of direct debits received from the service providers of any of its payees.

viii) Payment transaction based on the SEPA direct debit

(a) Debiting the direct debit amount to the Client's Account. The Client agrees that upon receipt by us of Collection for payment under SEPA direct debit sent by Client's payee, we shall debit the amount specified in the Collection from the Client's Account on the due date of the Collection. The Client agrees that the due date of the Collection sent by the payee coincides with the due date specified in the Mandate provided to that payee. If the due date is not a business day, we shall debit the Client's Account on the following business day. The Client agrees that the cut-off time for settlement of SEPA direct debit is 15:00 CET.

(b) Non-execution and return of payments by us:

(1) The Client's Account shall not be debited or a Collection for debit shall be rejected, or shall be returned no later than the fifth business day after its due date if:

(i) We have received notice of Refusal of the SEPA direct debit mandate in accordance with the rules in this Schedule; or

(ii) the IBAN indicated by the payer in the Collection for direct debit does not coincide with the unique identifier of the Account held by the Client with us; or

(iii) The Account of the Client is closed; or

(iv) The Account is blocked for direct debit payments or blocked for other reasons; or

(v) The Client does not have enough money for the direct debit operation or we have blocked amounts of money expecting Client identification or verification as per our rules and the applicable laws; or

(vi) The Client is not identified or verified by us as per our rules and the applicable laws; or

(vii) Operation code/transaction code/sequence type incorrect, invalid File format sent by the payee's payment service provider; or

(viii) For risk and compliance reasons at our sole discretion; or

(ix) For regulatory reasons; or

(x) The direct debit cannot be processed by us because the direct debit data set:

a. does not contain a creditor identifier or contains one which is evidently wrong to us; or

b. does not contain a mandate reference; or

c. does not indicate the date on which the mandate was given; or

d. does not indicate the due date;

e. Or for any other reason as specified in the SEPA Direct Debit Core Rulebook.

(2) In cases where the Client does not have a sufficient balance in its Account for payment of the direct debit the Client acknowledges and agrees that we shall not debit the Client's Account and we shall keep the entry of the Collection for debit as pending for a period of 3 (three) business days as of the due date after which we shall return the collection for payment to the payee if the Client does not provide sufficient funds. We shall not pay partial amounts under SEPA direct debit.

(3) In cases where the Client's Account is blocked by us, including, but not limited in cases of pending identification or verification of the Client, the Client acknowledges and agrees that we shall not debit the Client's Account and shall keep the debit entry as pending for a period of 3 (three) business days as of the due date after which we shall return the collection for payment to the payee if the reason for blocking the Account is not rectified.

(i) Notification of non-execution or cancellation of the debit entry or refusal of payment

1. We shall immediately inform the Client without delay of non-execution or rejection, or return of the Collection for payment under SEPA direct debit via email sent to the registered email address of the Client or in another manner as provided by the Service. We shall, if possible, state the reasons and indicate ways in which errors that led to the non-execution, cancellation or refusal can be rectified. The Client is able to view all its payments under SEPA Direct Debit Service in its online Account provided by us.

2. We shall charge the Client with a fee set out in the "Tariff" when informing the Client of a rejection to perform a Collection of payment under a duly authorized SEPA direct debit due to a lack of funds provided by the Client.

(ii) Execution of the payment

1. The Client understands that we shall debit from Client's Account the amount specified in the Collection under SEPA direct debit mandate on the due date of the Collection/Mandate and we shall transfer it to the service provider of the payee.

2. If the due date is not a business day the execution period shall commence on the following business day.

3. The Client will be informed of the execution of the payment through the agreed Account information channel and at the agreed frequency.

(iii) Inactivity under SEPA direct debit mandate

1. The Client agrees that we are entitled to reject a collection for payment transaction under specific Mandate and to cancel that Mandate if we have not been presented by the payee's Service Provider with a Collection under the specific Mandate for a period of 36 months (starting from the date of the latest Collection presented, even if rejected, returned or refunded). If the Client wishes to further use SEPA direct debit Service regarding this particular payee we shall require the Client to prepare and provide a new Mandate for the payee.

ix) Right of Refund and Compensations under SEPA Direct Debit

(a) Refund for an authorized payment

(1) In case of a payment initiated by a payee under SEPA Direct Debit Service as a result of which the Client's Account has been debited, the Client is entitled to request from us a Refund of the amount debited without being required to provide us any reasons or explanation to its request. Such request for Refund must be made within eight weeks starting from the date on which the Client's Account was debited. We shall restore the balance of the Client's Account to what it would have been before the payment under the SEPA Direct Debit.

(2) The Client agrees that the right to a Refund under the paragraph above shall be precluded as soon as the payment according to the Collection for SEPA direct debit has been explicitly approved by the Client directly to us.

(b) Refund for an unauthorized payment

(1) In the event of an unauthorized payment initiated by a payee under SEPA Direct Debit Service as a result of which the Client's Account has been debited, the Client is entitled to dispute the payment and request us a Refund for unauthorized transaction. We are obligated to refund the amount debited from the Client's Account back to the Client without undue delay, no later than the next business day and we shall have no claim against the Client for reimbursement of its expenses.

(2) The right of the Client for a refund for unauthorized payments or incorrect payments shall be precluded if the Client fails to inform us within 7 (seven) days after the Account was debited with the transaction and in case the Client uses the Service in the capacity of a consumer the Client must inform us no later than 13 (thirteen) months after the Account was debited with the unauthorized or incorrect transaction.

(3) The Client shall bear all the losses relating to any unauthorized payment under SEPA Direct Debit Service if they are incurred as a result from a fraudulent act or the Client has acted with intent or gross negligence in the failure to perform any of its obligations under Legal Agreement for myPOS Service or under the present Agreement.

(c) Refund for non-executed or incorrectly executed authorized payments

(1) If an authorized payment is not executed or not executed correctly, the Client is entitled to request us to refund the amount of the payment under the SEPA direct debit in full without delay insofar as the payment was executed incorrectly. We shall then restore the balance of the Client's Account to what it would have been without the debit for the incorrectly executed payment transaction.

(2) We agree that over and above the right under paragraph 1, the Client may request us to refund the charges and interest levied on Client or debited from Client's Account in connection with the non-execution or incorrect execution of the payment.

(3) In case a payment transaction was not executed or not executed correctly, we shall immediately upon Client's request make all reasonable efforts to trace the payment transaction and notify the Client of the outcome.

(4) The Client acknowledges and agree that our liability shall be precluded if we prove to the Client that the full amount of the payment reached the payee's payment service provider in due time or if the payment was executed in conformity with the incorrect unique identifier of the payee provided by the payee.

(d) Our ability to provide SEPA direct debits may be limited or disabled for some time, for reasons beyond our control, as we participate in the payment system as indirect participant and rely on banks, which are direct participants. We shall inform you in reasonable time and will try to find a solution and resolve the matter as practically as possible, however, we shall not be liable for any damages caused to you due to ceasing of our services for SEPA direct debit for reasons beyond our control.

## 6. Payment transactions with myPOS Cards, issued by the Member:

**6.1** All terms and conditions for myPOS Cards, linked to the account, are dealt with in the Legal Agreement for myPOS Card.

## 7. Refusal, reversal of unauthorized transaction and reversal of incorrect payment orders:

**7.1** If we refuse to execute a payment order, the refusal and, if possible, the reasons for it as well as the procedure for correcting any factual mistakes that led to the refusal shall be notified to Client, unless prohibited by other relevant EU or national legislation. We shall provide or make available the notification to Client via email or via the online account at the earliest opportunity. We may charge a fee for providing additional information for such a notification if the refusal is objectively justified.

**7.2** In the event of unauthorized transaction or incorrect payment order, the payment transaction is deemed to be correctly executed by us in accordance to EU legislation and national legislation. Client, or a person explicitly authorized by Client, may submit a Request for reversal of unauthorized transaction or Reversal for reversal of incorrect order to us via email, without undue delay and within 7 (seven) days after the Account was debited with the amount of the unauthorized transaction or the incorrect payment order. This term shall not release the Client from its obligation to notify us immediately and without delay in case of loss, theft, misappropriation or unauthorized use of Identifying Credentials and to take all preventive and security measures as allowed by the Service or by us to limit the risks and damages. Client cannot claim that a transaction is not authorized, because of lack of Client consent for the transaction, since Client is not a Consumer. In case the Client is using the Service in the capacity of a consumer the Client may submit a Request for reversal of unauthorized transaction or of incorrect order not later than 13 (thirteen) months after the Account was debited with the amount of the unauthorized transaction or the incorrect payment order.

**7.3** We will assist the Client to a reasonable extent for reversing the unauthorized transaction or incorrect payment order as required by EU and applicable national law. In case of incorrect payment order, such as wrong account identifier, wrong name, wrong BIC, wrong name of bank of the payee, wrong amount, or other incorrect data, submitted by Client, we may assist the Client to submit a new and correct payment order if we have not executed the incorrect payment order, for which we may charge the Client a fee. In case we have executed the incorrect payment order as per the Agreement and the law, the Client can make a request for reversal via email to us and we will initiate a reversal procedure, for which we will charge Client with the respective fee. We cannot guarantee the outcome of the reversal procedure because it depends entirely on the decision of the payee and bank of the payee to reverse the amount and even if the amount is reversed to Client's account the other banks (the bank of the payee or the correspondent banks) may withdraw from the amount their own fees for reversal and/or investigation or similar, which is beyond our control.

**7.4 Liability for transactions initiated by or through the payee.**

Applicable only in cases where the Client is protected under the applicable legislation as a consumer (only in certain countries).Where the account of the Client was charged with an amount in relation to a transaction initiated by or through the payee, the Client shall have the right to request from us to restore the amount charged. We shall restore the amount in question to Client's account with a value date no later than the date of debiting the Client's account, or provide Client with the reasons for our rejection of your claim and shall provide information about Client's right to appeal in front of the respective authority, no later than 10 working days as of Client's initial request. Where the transaction is not related to a Direct Debit, as defined in Regulation 260/2012, we shall only restore the full amount under the following conditions:

i. the amount of the transaction was not shown or known to the Client at the moment of authorizing the transaction;
ii. the amount of the transaction is higher than the expected amount which was usually charged by the payee for similar transactions, or on the basis of the Client's arrangement with the payee. This shall not apply to cases where the amount of the transaction differs due to exchange of currency costs;
iii. Deadline. The Client may demand restoring the amount of the transaction within 56 days as of the date of the debiting of its account by providing also documents evidencing the circumstances described above;

When the consent for the transaction was made directly before us and, if applicable, the payee or its payment service provider had provided the Client with information about the transaction at least 28 days before its execution the Client shall not be entitled to request restoring of the transaction initiated by or through the payee.

**7.5** In case of unauthorized, incorrect or delayed transaction, we shall conduct a procedure for proving authentic and correct execution of payment transaction and if this procedure is completed in favour of Client, we shall reverse the operation and return the amount to Client' account, less the applicable fee in the Tariff, within the deadline provided in the law.

**7.6** Client agrees that we may not be always able to reverse the amount of unauthorized transaction or incorrect payment order, in cases, where the deadlines for chargeback or reversal procedures before the Card Organizations have expired or in other cases per the rules of the respective Card Organization, in which cases we shall not owe Reversal or compensation to Client.

**7.7** When Client receives a payment:

i) Client is liable to us for the full amount of the received payment or incoming transfer plus any Fees if the payment or transfer is later invalidated for any reason, including a reversal by a payment scheme. In addition to any other liability, if there is a Reversal, or if Client loses a Chargeback or Claim, Client will owe us an amount equal to the Reversal, Chargeback or Claim and applicable fee as per the Tariff and other charges related to the Reversal, Chargeback or Claim. We shall debit Client's account to recover any amounts and fees, due by Client in connection to Reversal, or Chargeback or Claim or Reserve, immediately and without prior notice;

ii) in case Client receives a payment to an account, which the Client has chosen to terminate, we shall not be liable for crediting the Client's account. In such case we shall place the credit transfer as "pending" and shall request from the Client via e-mail approval to credit one of the other accounts in the same currencies or other currencies and if there is no approval via e-mail by the Client, we shall return the amount of the transaction to the original payer and may charge the Client with a fee for reversal.

**7.8** Client agrees that in case a payment transaction is not approved for some reason or client wishes to refund full or partial amount, then the following rules shall apply:

i) Reversal or refund of full amount of transaction – the amount of the transaction is refunded in the original type of currency; or

ii) Partial reversal or refund of amount of transaction – the amount subject to reversal or refund is refunded in the currency of the transaction; or

iii) If payment has been made with Card via debiting of linked Funding Instrument - the amount subject to reversal or refund is refunded in the currency of Card; or

iv) If payment has been made with e-money via debiting of linked Funding Instrument - the amount subject to reversal or refund is refunded to Funding instrument if possible, or if not possible is refunded in Client's account in the currency of the transaction.

**7.9 Chargebacks, Reversals, Refunds or Claims, related to the acquiring services:**

i) Client acknowledges and agrees that Client may become liable to us for the full or partial amount of any payment, received by us or Client from the Service plus any fees or charges if the payment is later invalidated for any legal reason, including but not limited to chargeback or reversal of a payment transaction, or chargeback of card-not-present transaction for payment via the Links or Requests for payments, or on other legal ground. In addition to any other liability, if there is a reversal, or if Client loses a chargeback or claim, Client will owe to us an amount equal to the reversal, chargeback or claim and applicable fee as per the Tariff and other charges related to the reversal, chargeback or claim.

ii) We are entitled to withhold amounts to be paid to Client or debit amounts from Client's account, equal to the amounts subject to chargeback, reversal, refund, any claim related to Pre-authorization transactions or MOTO or e-Commerce or other claim, including the fee owed by Client and any fees and compensations paid to the Regulators, during the time of the procedure or later on, notwithstanding if the amounts have already been credited to Client's Account. Depending on the outcome of the claim against us or the Client, we are entitled to:

(a) In case of successful chargeback, reversal, refund or claim, to reimburse the funds to the Payer or cardholder (or Card Organization) or other appropriate third party and charge Client for these amounts, including applicable fee, by deducting them from the amounts due by us to Client or by debiting Client Account. In such case, we shall be entitled to debit the e-money balance first in any currency and any account of the Client opened with us, and then the Reserve, if there are no sufficient funds in the e-money balances. Alternatively:

(b) In case of chargeback, reversal, refund or claim, which have been decided in a non-appealable way as not successful, to release the withheld or blocked amounts to Client.

iii) Client acknowledges that the validity of a chargeback, refund, reversal or claim will be determined by the relevant Card Organization or other third-party payment service provider and we will have no discretion on the matter. We are not liable to Client in respect of any reimbursement to cardholder (or Card Organization), their payment service provider or other appropriate third party because of a chargeback, refund, reversal or claim.

iv) In case a cardholder escalates a chargeback or similar procedure before the Card Organization, under the rules for arbitration procedure of the Card Organization, we shall inform Client on this and shall cooperate with Client in such procedure

as per the Regulations. All costs or fees incurred by us in such procedure, including the costs or fees, paid by cardholder, in case of loss of the procedure, shall be on account of Client.

v) Client acknowledges and accepts that we may restrict or suspend the use of the Service and/or terminate this Agreement immediately and without advance notice in the event that the levels of chargeback, refund, reversal or claims connected with the Client website or offers are, in our sole opinion, excessive.

vi) In case we have reasonable doubts or we receive information from Card Organizations or other Regulators for payments with stolen cards, false cards, or unauthorized payments with cards or other irregularities in connection with website of the Client, we have the right to withhold or block all due amounts to Client, including in Client Account and to start an investigation without prior notice to Client. Client is obliged to cooperate us and present us all requested information related to the alleged fraud or unauthorized payments. We have to complete our internal investigation within a reasonable period and have to inform Client on the outcome. Client acknowledges and agrees that in some cases of violations we may be obliged to report Client websites to registers of Card Organizations or other Regulators and terminate the Service for the Client, for which we shall not be liable.

**7.10 Other rules for use of the Service:**

i) Without prejudice to the above, Client agrees and acknowledges that the reporting and payment of any applicable taxes arising from use of the Service and which by law are obligations of Client, is Client's exclusive responsibility and liability. Client hereby agrees to comply with any and all applicable tax laws.

ii) We may at our discretion block the possibility for specific types of payment transactions in principle or in countries or in some cases, in order to comply with risk and compliance requirements. We may, at our reasonable discretion (for example, for fraud, risk and compliance reasons) impose limits on the amount of money Client can withdraw, transfer, receive or fund for a certain period of time or for the whole period of use of Service.

iii) Client acknowledges and agrees that: (a) The sales of Goods and Services are transactions between the Merchant and Client and not with us, , unless we are expressly designated as a Seller (Merchant) in the transaction (for example, purchase of other prepaid cards, such as GIFTCARD or other). We are not liable for the performance of obligation of Merchants.

iv) We shall provide to Client information on balance/s, IBAN numbers and other unique account identifiers, information on acquired and settled transactions, information of payment transactions, history of transactions, status of account, status of other payment instruments, notifications to Client and other important information via email to Client's registered email or via the online account of Client, via SMS or push or similar notification to the registered mobile phone of Client or via the website for the Service.

v) Client will be able to view Client transactions free of charge in Client's account transaction history, which is updated regularly, and Client agrees not to receive paper statements. Upon Client request we may, upon our discretion, provide Client with additional statements, paper or otherwise, of the transactions but in this case, we may charge Client a reasonable administrative fee as defined in the Tariff. We may charge Client a fee for other information services, different from the standard information services, provided via the Service or additional services provided by us, as provided in the Tariff.

vi) In case Client wishes to use an alternative method for two-factor authentication and receipt of one-time password, as may be required by the Service, Client has to select this option from Client's online account. Transactions, operations and activities confirmed with the one-time password, generated via each of the available two-factor authentication methods, supported for the Service, will be considered as valid and binding on the Client.

## 8. Reserve, Hold/Pending and other Protective Actions:

**8.1.** We shall be entitled to withhold and keep as a Reserve acquired Client's funds for securing the performance of the Client's obligations under this Agreement and the applicable laws and Regulations.

The Reserve shall be a percentage ("Reserve Percentage") of the amount of the processed card transaction that is settled to the account of the Merchant. The Reserve may be applied by us to certain or to all types of card transactions, which may include myPOS Online, MOTO, card present, but not only. The Reserve Percentage that is applied to processed card transactions may vary between 10% and 30 % or even higher percentage on the basis of risk factors related to the Client. We reserve our right to determine lower or higher Reserve Percentage at any time as specified below.

The Reserve may be set in the online account of the Merchant for the Service. If the amount of the Reserve is depleted or diminished for some reasons, we shall be entitled to withhold amounts from all types of credit transactions to the account of the Client, to replenish the amount of the Reserve.

The amounts withheld by us as a Reserve will be kept by us for a period up to 6 (six) months after authorization of the card transaction which is processed or for a longer period if this is necessary for the protection of our legal interests. All amounts kept by us as a Reserve will be displayed in Client online account for the Service. Such amounts do not represent electronic money and the client may not use, redeem or buy back them until the reserve period elapses and the amounts are credited to the Client's balance of e-money. The funds will be withheld with operation Withhold Reserve and shall be released with operation Release Reserve. The release of the respective reserved amounts shall be performed once per day or at other time intervals, at the end of the Business day.

**8.2** We shall determine the Reserve amount or percentage depending on the level of risk of Client, geographical locations, type of business and other factors. We shall regularly check the percentage and amount retained under the Reserve percentage. If in our sole discretion the amount of the retention exceeds a reasonable amount covering the risks, we may:

i) release the excess amount and cease to keep it as Reserved and credit it to the Client account or

ii) lower the Reserve percentage.

**8.3** If in our discretion there may be a high or higher level of risk associated with Client, the account of the Client or usage of the Service and the amount of the Reserve or retention does not correspond to the risks, we shall be entitled to unilaterally:

i) increase the Reserve percentage without prior notice, and/or

ii) prolong the period for which the sums will be kept as Reserved for more than 1 (one year), and/or

iii) request a bank guarantee or a corporate guarantee or another additional security from the Client, and if not provided, terminate the Service, without liability or compensation for damages.

**8.4** If upon our discretion there may be a high level of risk associated with Client account or usage of the Service or Client has breached or is breaching the Agreement or any laws or Regulations, in addition to the Reserve, we shall also be entitled, in our sole discretion, to place a Hold on the funds held by the Client as Balance of e-money or to withdraw and keep funds from authorized transactions, which have not been yet credited to the Client's account for e-money. In relation to the Service, this may include (without limitation) an unusual level of customer refunds, chargebacks or other similar. We are entitled to withhold amounts for a period of time, which is reasonably necessary to assess our damages. Amounts which are placed on hold or withdrawn by us for the above reasons will be shown as "Hold/Pending" in the Client's account only for information purposes and only if allowed by the law. Such amounts do not represent electronic money and the client may not use, redeem or buy back them until the reason for hold/withdrawal is rectified and the amounts are credited to the Client's account for e-money.

**8.5** If upon our discretion there may be a high level of risk associated with Client account or usage of the Service or Client has breached or is breaching the Agreement or any laws or Regulations, we are entitled to take other reasonable actions, which we determine are necessary to protect against the risks associated with the Client or Client's account, including, but not limited to requesting additional collateral from Client, such as a letter of credit or a personal guarantee, imposing higher limits on the amounts accepted via the Service, or limiting the functionality or number of devices or cards or other parts of the Services, including blocking parts or whole of the Services, such as myPOS Account, blocking the access to the Client's account or blocking only the possibility for payment orders and use/redemption of e-money or other. We may contact the customers of the Client, on Client's behalf, in the event that we are investigating potential fraud. If we have blocked/disabled myPOS Terminal for such reasons, Client is obliged to return to us or a person specified by us via post the blocked payment device, such as myPOS on account of Client. We may withhold money from Client until due performance of this obligation.

**8.6** In order to determine the risk associated with Client's account or use of the Service, we may request at any time, and Client agrees to provide promptly any information or documents about the Client or Client's business, use of the Service, use of the account or Card, operations or any other information about the Client. We shall reserve the right to reassess Client's eligibility for any account, product or Service if Client's business is materially different from the information provided by Client upon subscription for the Service.

**8.7** Client liability is not limited to the amount of the Reserve or Hold/pending amounts. We are entitled to debit from the amounts withheld or from the balance of e-money of the Client amounts, for which we have been assessed by Regulators or Card Organizations or damages suffered by us, including but not limited reputational damages, in relation to the Client or non-compliance of Client with this Agreement, the laws or Regulations. We shall inform the Client on such debit operations in reasonable time via e-mail and without delay, unless it is unlawful to inform the Client or it is against our legal interests.

## 9. Payment instruments security features. Security measures and Safety Requirements. SCA:

**9.1** We, the Financial Institution have provided to Client personalized security features which comply with the principles of

strong customer authentication for using all payment instruments, included in the Service, such as, but not limited to, password, OTP (one-time passcodes) received via SMS or push or similar notification to the registered mobile phone, or generated via special Mobile applications for access to online account and making a payment order, password for Mobile Application and others, which are necessary tools for preserving the security of the payment instruments of Client. Strong Customer Authentication methods may vary depending on your particular setup or available devices. We shall make sure that the personalized security features of the payment instruments are not accessible to parties other than the Client or user entitled to use the payment instrument, without prejudice to the obligations of the Client.

**9.2** Client agrees to use the Client's credentials, such as username and password and other personalized security features for Client's payment instruments only in accordance with this Agreement and with the law. Client must not provide and must not allow disclosure of the personalized security features to a third party (other from authorised cardholders), because even in this case Card or payment instrument can be comprised and result in unauthorized transactions, for which Client is fully liable. The terms of the security features of the myPOS Card are detailed in the Legal Agreement for myPOS Card

**9.3** Since the Client is using the Service in a business capacity, Client agrees that:

i) All employees, agents, representatives and others having access to Client Credentials or personalized security characteristics of payment instrument/s of Client, will be considered as properly authorized to use Client account and/or make any payment orders via all payment instruments and perform all actions to which Client is entitled and will legally bind the Client, business, partnership or other legal entity concerned;

ii) Client or a person explicitly authorized by Client has the right to authorize users of Business account of Client and/or payment instruments related to it, whose rights for ordering payment transactions, reversal, receiving of information, authorizing or removal of other users and other rights are defined by us on the website of the Service or in the online account and can be additionally individualized by Client or a person explicitly authorized by Client according to the functionalities of the Service.

iii) Each payment order from authorized user will be considered as approved by Client and irrevocable per the rules on Receipt of Payment Order and Irrevocability above. In case Client wishes to limit rights for access to the Business account of certain authorized users, the legal representative of Client or a person explicitly authorized by Client per our requirements, can perform this operation via the online account or send to us a request dully signed by Client via the Client's registered e-mail.

**9.4** Client acknowledges and agrees that all Cards linked to Client's account are providing access to the e-money in Client's account and Client shall be liable for all transactions and charges arising of the use of Cards, associated with Client's account.

**9.5** If Client believes that Client's myPOS Account or other payment instruments such as payment cards linked to myPOS Account have been used in an unauthorized manner or in case of unauthorized transactions, Client has to contact us without undue delay. Client agrees to notify us via Client's registered e-mail or via the Contact Centre, as explained above, immediately and without delay in case of loss, theft, misappropriation or unauthorized use of credentials and/or personalized security features and/or payment instruments, including, but not limited to online account, mobile application, POS terminal, and to take all preventive and security measures as allowed by the Service. Client also agrees to notify us without undue delay and in the same manner of any other breach of security regarding the Service of which Client has knowledge.

**9.6** We may suspend the use of the Service in part of wholly, including block the E-money Account, where we or Client may suspect that the security may have been compromised or that unauthorized or fraudulent use has taken place. We shall inform Client in advance or, if that is not possible, immediately after, of the suspension of the use of the Service, specifying the reasons for the suspension, unless such provision of information would compromise reasonable security measures or be otherwise unlawful. We shall provide the Service or replacement credentials or personalized security characteristics to Client, as soon as practicable after the reasons for the suspension cease to exist and on condition that Client has performed all obligations towards us.

**9.7** More information on security measures, which Client must and is able to take, is provided on web page for the Service or in the online account.

## 10. Protection of Client personal information and Financial Secrecy:

**10.1** We are authorized to store and process Client's data, including personal data in terms of the applicable legislation on data protection (and any amendment thereof), to the extent that this is necessary for the appropriate conduct of the business relations and conforms to the applicable statutory provisions. In this respect Client authorizes us to collect, process and store data relating to Client from other banks and other professionals. For information about myPOS data protection Policy, Client has to read the Privacy Policy available on the website for the Service. Client may request that an electronic copy of Privacy

Policy is sent to Client in PDF form by contacting us via Client's registered and verified e-mail for the Service.

**10.2** Financial Secrecy: we are bound, in accordance with the applicable laws and agreements, to observe secrecy and confidentiality with regards to all information which Client discloses to us about the Client ("Secret Information"). However, we are authorized and required by the applicable laws or international laws to disclose Secret Information. You can read more about our data processing practices in the Privacy Policy.

## 11. myPOS Acceptance Policy. Restricted Activities:

**11.1** Client may only use the Service in bona fide and in accordance with the functionalities of the Service as defined in the online account of the Service and the use of Card as defined by the Card Organization and in compliance with this Agreement. Client agrees to use the Service only as permitted by:

i) The Agreement, and **myPOS Acceptance Policy**, part of this Agreement and the Merchant Agreement, available on the website for the Service and all documentation included in myPOS package or technical documentations or manuals for myPOS Virtual;

ii) Characteristics, settings and limits of the Service, including setting of limits and options by Client as allowed by the Service, as published and updated by us from time to time on the website for the Service or in the online account for the Service; and

iii) Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

**11.2** Restricted activities: It is strictly forbidden to use the Service in violation of the Agreement, or for any illegal purposes including but not limited fraud, money laundering, tax evasion, without the consent or against the will of the cardholders or customers of the Client or other illegal activities. Client shall under no circumstances use the Service for activities or execution of transactions, which without limitation involve or may involve any of the following:

i) Breach of this Agreement (including, without limitation, providing false identifying data, such as false names, e-mail address, multiple mobile numbers or other data, with the aim or resulting in opening of multiple accounts for a single user or avoiding the limits imposed by us in another way); or

ii) Breach or risk of breach by Client or by us of any law, statute, contract, or regulation applicable (for example, Data Protection laws, laws on electronic messages or unrequested advertising or those governing payment services including anti-money laundering or terrorist financing, or similar regulatory requirements, including where we cannot verify the identity or other data about Client according to regulatory or Internal requirements, consumer protections, unfair competition, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any Goods or Services according to all applicable laws); or

iii) Abuse by Client of the reversal or chargeback process provided by Client's bank or credit card company; or

iv) Use of the Service without the consent or against the will of the cardholders/customers of the Client, such as sending Links or Requests for payments without the consent of the cardholders/customers of the Client, or in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability of ours'; or

v) Initiation of transactions that may be considered to be cash advances or assisting in cash advances from Merchants or to facilitate the purchase of cash equivalents (travellers' cheques or money orders, etc.); or

vi) Infringement of our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; or

vii) Use the Service in connection with any other underlying illegal transaction; or

viii) Use of the Service for any sale or purchase of goods and/or services, which are not acceptable to us as determined on the website for the Service or instructed in writing by us; or

ix) Send unsolicited email/sms, push or similar notification to a mobile phone/, invitation to a user of the Service or third party or use the Service to collect payments for sending, or assisting in sending such to third parties; or

x) Act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing or provide false, inaccurate or misleading Information; or

xi) Use an anonymizing proxy or control an account that is linked to another account that has engaged in any of these Restricted Activities (an Account is deemed to be "linked" to another account for the purpose of this section where we have

reason to believe that both accounts are controlled by the same legal personality or group of legal personalities (including, without limitation, individuals), which is more likely when both accounts share certain attributes, including, without limitation, the same recorded user name, email address, funding source (e.g. bank account) and/or recorded ID used to receive Services; or

xii) Allow the account to have a balance reflecting an amount owing to us; or

xiii) Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information or use any robot, spider, other automatic device, or manual process to monitor or copy the website of the Service or to interfere with the Service; or

xiv) Use the Service to test credit card behaviors; or

xv) Selling, renting, losing or somehow giving the POS terminal to a third party, or Reveal Client's Account password(s) or PIN for cards to anyone else, or use of anyone else's password or PIN. We are not responsible for losses incurred by Clients including, without limitation, the use of the POS or account or card by any person other than the Client, arising as the result of misuse of POS, cards, PIN or passwords.

**11.3** Client may not use the Service and/or may not accept the Agreement and we may temporarily stop or terminate the Service or Agreement immediately and without prior notice to Client, if:

i) Client is not of legal age to form a binding contract with us and operate the payment instrument or funding instrument for use with the Service; or

ii) Client is a person barred from receiving the Service under the applicable laws or Regulations of Card Organizations or other Organizations or our rules or policies;

iii) Client has not been dully identified or verified by us, upon our single discretion;

iv) Client's is not using the Services for Client's legal business or professional activity or Client's activity is not compliant with the laws; or

v) Other important reasons, upon our discretion, such as risk and compliance.

**11.4** We shall be entitled to notify Client at any time on non-acceptance to the Service via e-mail. The decision for the refusal is strictly in our discretion and we shall not be liable for whatsoever compensations.

**11.5** Client authorizes us to obtain a credit report and/or to otherwise make credit or other background enquiries from time to time, as we may deem appropriate, to evaluate Client for or continued use of the Service.

**11.6** Client agrees not to access (or attempt to access) any of the Service by any means other than through the User interface of the Service and Card that are provided by us for the Service, unless Client has been specifically allowed to do so in a separate agreement with us. Client acknowledges that this restriction will apply to use of the Service by any automated means.

**11.7** Client agrees that Client will not engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).

**11.8** Client agrees that Client will not reproduce, duplicate, copy, sell, trade or resell the Service for any purpose.

**11.9** Client agrees that Client is fully responsible for (and that we have no responsibility to Client or to any third party for) any breach of Client obligations under the Agreement and for the consequences (including any loss or damage which we may suffer) of any such breach.

**11.10** Client acknowledges and agrees that in order to meet all obligations after the Prevention of Money Laundering Act and The Prevention of Money Laundering and Funding of Terrorism Regulations and other documents related to their execution, as well as all European and national legislation in the field, we may establish general practices and limits concerning the use of the Service without prior notice to Client, including, without limitation, individual or aggregate transaction limits on the value or turnover of e-money, transaction or other limits on the value, type or number of funding transactions or Payment Transactions during any specified time period(s). We shall notify Client for every amendment in the common practices and limitations within reasonable time unless such notification is prohibited by aforementioned Prevention of Money Laundering Act and The Prevention of Money Laundering and Funding of Terrorism Regulations.

**11.11** We may refuse to execute any acquiring or payment transaction, payment Order or other use of the Service if we have

reasonable grounds to suspect fraud, a breach of the applicable Agreement by Client or the Merchant, or a violation of law or regulation of Card Organization or other Organization. Transactions may also be delayed due to our compliance with our obligations under applicable anti-money-laundering legislation, including if we suspect that the transaction involves fraud or illegal or non-acceptable activities. In the event that we refuse to execute a funding or payment transaction or payment order, Client will be notified, unless it is unlawful for us to do so or would compromise reasonable security measures.

**11.12** Client acknowledges and agrees that if we disable access to e-money account or to any payment instrument, Client may be prevented from accessing the Service, Client's account details or any files or other content which are contained in Client's account or connected to Client e-money or payment instruments.

**11.13** We are not liable for declined payment transactions or lack of Service, due to lack of authorization of the transaction from the Issuer of the card, enough balance in the account, use of Card without name of cardholder or in case of Merchants not accepting payments with such Cards, or offline transactions (Cards are generally not accepted for offline transactions, such as payments on toll roads, or other, however, this does not exclude Client liability for offline transactions, if any), lack of Internet, or problems with hardware or software of Client, or exceeding the limits set by Client as allowed by the Service, or the general limits, determined by us, or any other reason beyond our reasonable control.

**11.14** Non-satisfaction of the conditions in this Agreement and/or our Acceptance Policy, may result in immediate suspension of the Client's use of the Service, blocking of funds in Client's account, right to withhold funds in Client's account for satisfaction of damages incurred by us, because of Client breach, claim by us against Client, initiation of procedures before competent regulatory bodies or Card Organizations, and also termination of this Agreement without prior notice to Client.

## 12. Fees. Currencies and Currency Conversion Fees

**Service Fees:**

**12.1** We will display in myPOS Platform the Fees for the services. The fees will be debited by us directly from the Balance of the Client. The Fees may be changed unilaterally with 2-month notice sent to Client.
The fee for the acquiring services, which depends on the interchange fees and other similar fee of the Card Organizations, may be changed by us with shorter notice in case of Regulatory change. Updates in the Fees will be indicated on the Website for the Services and/or in Client online account for the Service. In addition to the fees, Client agrees to pay to us the extraordinary costs for any tests, registration, accreditation, web crawling, special API developments or similar unusual or unpredicted costs incurred by us. We may also charge Client with administrative fees for providing paper statements, if requested by Client, or other information, which is different from the information provided in Client online account for the Service.

**12.2** Currency conversion: If transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by us plus a Currency exchange fee expressed as a certain percentage above the exchange rate and if such is explicitly specified in the Tariff. Foreign exchange rate is adjusted regularly based on market conditions (the wholesale exchange rate at which we obtain foreign currency). The exchange rate may be applied immediately and could be viewed by Client in the online account. The Currency exchange fee, if such is explicitly specified in the Tariff, is retained by us and will be applied whenever we perform a currency conversion according to Client's payment instruction. Client may calculate via online account what foreign exchange rate apply for a certain transaction, involving currency exchange, as well as what is the amount of the Currency exchange fee if there is such explicitly specified as per Tariff.

**12.3** Processing currency and settlement currency: Processing currency is the currency in which the Client will charge its customers. The transactions will be processed in EUR, USD, GBP or other currency, supported by us and explicitly agreed on with Client. The settlement currency is the currency in which we shall credit the Client's Balance or bank account with amounts due by us to the Client. The amounts due from us to Client shall be settled in EUR, USD, GBP or other currency, supported by us and explicitly agreed on with Client. Processing and settlement currencies shall be chosen by the Client upon subscription or activation of the Service and later may be changed upon request by Client to us and upon the condition that it is possible for us to do the change. In case the processing and settlement currencies differ, we shall apply our currency exchange rate and that of our correspondent banks for the date of the settlement to Client.

**12.4** Where a currency conversion is offered at the point of sale by us, Payer may choose to authorize the payment transaction based on our exchange rates and charges.

**12.5** Client acknowledges and agrees that we are authorized to satisfy immediately as they become due any obligations of Client towards us under this Agreement or other, by debiting or withdrawing directly funds from Client Account, or from Reserve and/or Hold/Pending amounts provided by Client or kept by us, or any outstanding sums owed to Client. We shall inform Client on the ground, amount and value date of such withdrawals.

**12.6** In case of delay of Client to pay a due obligation to us, Client will owe us a penalty for delay in the amount of 0,05% per day of the delayed amount, until due payment.

**12.7** In case where the balance in Client's account in certain currency is not enough to cover the amount of a certain transaction or obligation of Client, Client agrees and authorizes us to debit the necessary amount from available balance in Client's account held in other currency, applying our foreign exchange rate for the date of the conversion, notified in the online account or website for the Service. The priority order for conversion of currencies in Client's account is given after System's default order or may be set by Client in which case we are obliged to keep the manually determined order.

**12.8** In case Client receives e-money in Currency, supported by us, different from the currency of Client's account, Client agrees that we shall issue e-money in the received currency, where the total balance of e-money held by Client shall be shown in the Principle currency of Client's account at the foreign exchange rate, applied by us at the date of check of balance.

**12.9** Client agrees and understands that the financial institution that provides the bank account to Client, used for funding transactions via bank transfer, may charge Client a fee and/or currency conversion fee in connection with the funding transaction. Client should consult the Terms and Conditions governing Client's bank account for more information about any such fees. We are not liable for taxes, fees or costs imposed by third parties.

**Other Fees:**

**12.10** In cases where a Client's Account is blocked or closed by us due to any breach by the Client of this Agreement or any laws or regulations or for risk or security reasons and/or the Client has not provided us with the requested information, or has provided false or insufficient information we are entitled to start charging a monthly No-cooperation fee in the amount specified in the Tariff applicable for the Client, until the Client performs its obligations as instructed. The No-cooperation fee shall start to be applied after a 2-month prior notification to such Client. This No-cooperation Fee shall be charged until the status of the Client is rectified according to our internal risk and compliance rules or the Client redeems the outstanding balance in compliance with this Agreement and our internal procedures. Otherwise, the client will be charged with No-cooperation fee until the depletion of the remaining balance.

**12.11** Clients who have not, for 10 (ten) months ("Inactivity Period") made any Valid Transaction (as defined in the Definitions) will be charged with a monthly Inactivity Fee as defined in the Tariff applicable to those Clients. The Inactivity Fee shall start to be applied after a 2-month notification sent to the Client. The notification may be sent before or after the expiry of the 10-month period. The Inactive Clients can rectify their status and stop the charging of Service Fee if they make at least one Valid Transaction on any of their accounts.

The Inactivity period shall be counted as of the date of activation of the Service even if this has happened before the entry into force of these Terms and Conditions, and in case of Valid Transactions – from the date of the last Valid Transaction.

**12.12** Clients who have not, for the duration of 10 (ten) months made any Valid Acquiring Transactions (as defined in the Definitions) on any of their Accounts) will be charged a monthly No-acquiring Fee as defined in the Tariff applicable to those Clients. The Service Fee shall start to be applied after a 2-month notification is sent to the Client. The notification may also be sent before or after the expiry of the Acquiring Inactivity Period. Clients with no acquiring whose Accounts are in good standing can rectify their status and stop the charging of Service Fee if they make at least one Valid Transaction on any of their accounts.

The Inactivity period for this fee shall be counted as of the date of activation of the Service even if this has happened before the entry into force of these Terms and Conditions, and in case of Valid Acquiring Transactions – from the date of the last Valid Acquiring Transaction

## 13. Client liability:

**13.1** Payer's Liability and Our Liability in case of Errors or unauthorized transactions:

i) In the case of an unauthorised payment transaction, which debits the myPOS Account, including where the unauthorized transaction was made through a third party authorised payment initiation services provider (PISP), we shall refund the amount of the unauthorised payment transaction immediately, and in any event no later than by the end of the following business day, after being notified of the unauthorized transaction by the Client, except where we have reasonable grounds for suspecting fraud and communicate those grounds to the relevant authority in writing. Where applicable and subject to this clause, we shall restore the debited myPOS account to the state in which it would have been had the unauthorised payment transaction not taken place. This shall also ensure that the credit value date for the Client's myPOS account shall be no later than the date the amount had been debited. The Client has to inform us via Client's registered e-mail in case of unauthorized transaction and request refund. The Client has to be fully identified and verified and Client's account has to be in good standing and not

blocked for security or compliance reasons.

ii) Client shall be liable without limitation for all losses incurred in respect of any unauthorized transactions as a result of use of lost or stolen payment instrument, or from the misappropriation of a payment instrument, since Client is not a consumer.

iii) In any event, the Client shall be fully liable for all losses incurred in respect of unauthorized transactions and/or all damages, notwithstanding the amount of the losses or damages, if Client has acted fraudulently or with negligence or wilful misconduct, or has failed to comply with the Agreement, or any inseparable part of this Agreement, including but not limited to user manuals or acceptance policy or the law. Client shall be liable without limitation for all losses incurred in respect of unauthorized or incorrect use of the Service or Client online account for the Service, or as a result of breach of Client obligations to preserve the security of Client Identifying Credentials. Client shall be fully liable for damages resulting from incorrect use of the Service or use of the Service against the rules for use the Service or the rules of the Card Schemes or other regulations.

iv) The Client is entitled to redress losses incurred from unauthorized or incorrectly executed payment transactions, which shall not include any fees, interest or losses (unless the Client uses the Service in the capacity of a consumer) incurred by the Client in relation to the unauthorized or incorrectly executed transactions performed with the payment instruments provided under the Service, whereas the the Client must inform us for the unauthorized or incorrect transaction within 7 (seven) days after the transaction. If the Client uses the Service in the capacity of consumer the Client must notify us no later than 13 (thirteen) months after the Account was debited with the amount of the unauthorized transaction or the incorrect payment order. Where the Client is entitled to a redress, we will refund the lost amount of the transactions, less applicable fees as per Tariff within reasonable time.

v) The Client uses the Service for Client’s business activity and is not a Consumer. Therefore, the Client agrees as follows:

(a) the Client is not entitled to the right to a refund for pre-approved payments or standing orders or payment transactions initiated by a payee (i.e. a merchant) as set out in this Agreement;

(b) where the Client identifies an error, unauthorised transaction and/or misappropriated or unauthorised use of Client’s account or any payment instrument in accordance with section 13 the Client has up to 7 days from the date of the alleged error or unauthorised transaction or improper account access to notify us of it, after which time we have no obligation to investigate or act upon Client’s notification;

(c) we are not obliged to comply with nor provide Client with information according to the information requirements set out in Title III of PSD2 and their equivalents in any implementation of PSD2 in member states of the EU or EEA that may apply to Client (“PSD2 transpositions”).

(d) articles 72 (Evidence on authentication and execution of payment transactions) and 89 (Payment service providers’ liability for non-execution, defective or late execution of payment transactions) of PSD2 and equivalent provisions in PSD2 transpositions do not apply to such Client’s use of myPOS Service, meaning that, notwithstanding any other provision of this Agreement, we are not liable to such Client for the losses or damage such Client may suffer as a result of the matters referred to in Title III and articles 72 and 89 of PSD2 and equivalent provisions in PSD2 transpositions.

vi) Client agrees to indemnify, defend and hold us harmless, from and against any losses or negative balance on Account or Cards, resulting from any and all actions, causes of actions, claims, demands, liabilities, judgments, damages or expenses (collectively, "Claim" or "Claims") which we may at any time during the term of this Agreement or within 5 (five) years after its termination incur, sustain or become subject as a result of any Claim and: (a) connected to the Client’s or his employees, agents or sub-contractors, or third parties using the Service, including, but not limited to accounts or cards, breach of any provision, warranty or representation in this Agreement, or regulations of Card Organizations or other Organizations; or (b) arising out of the Client’s or his employees, agents or sub-contractors, or end customers or third parties using the Service, including, but not limited to accounts or cards, wilful acts or omissions, gross negligence, or other similar wrongdoings or claims, or fraud, chargeback, including, but not limited to amounts and fees debited or charged by Card Organizations for chargeback, initiated by Client or third parties, offline transactions, recurring transactions, currency conversions, pre-authorization, manual operations, stand-in process, system malfunction, or other unlawful use of the Card and/or e-money; or (c) arising from Client’s or his employees, agents or sub-contractors, or end customers or third parties using the Service, including, but not limited to accounts or cards, failure to comply with any law or regulation including but not limited to AML, data protection laws, cardholder data information and other rules and regulations. Client agrees that we are entitled to satisfy immediately as they become due any obligations of Client by debiting or withdrawing directly funds from the Client’s account, or from Security provided by Client (if Security is provided), or any outstanding sums owed by us to Client, including by debiting or charging the Funding instrument of Client. We shall inform Client on the ground, amount and value date of such withdrawals, unless it is forbidden by law or regulations for AML or security reasons to make such notice.

vii) Lack of Internet or switched off Terminal: In case a transaction via the Service is already approved, but the POS terminal or Internet connection is switched off during or prior to transaction processing, for whatever reason, such transaction shall not be cleared and paid by the Card Schemes under their rules. In such case, we shall not be liable for any delayed payment. Such Transaction can be cleared and paid to the Client account only after successful execution and processing of a next transaction on the same POS terminal. In such cases and in cases where the period between the approval of such transaction and the actual clearing via the Card Schemes and payment to the Client is more than 5 (five) calendar days, the Client shall be charged with a Fee for Late presentment as per the Tariff. We do not bear any responsibility for clearing and payment of approved transactions, if they have not been completed properly by the Client or the POS terminal has been lost, stolen, given by the Client to third parties or damaged by the Client or third parties after the approval of the transaction.

**13.2** Clients liability in relation to Intellectual property rights and publicity:

i) Subject to all terms and conditions of this Agreement, we authorize the Client and Client agrees to use the logo and Marks of myPOS Service, such as myPOS, myPOS Online, myPOS Button, myPOS Checkout, myPOS PayLink, MasterCard, VISA and JCB or other Card Schemes provided by us to the Client (referred to as “Marks”) in accordance with the conditions set out in this Agreement for the sole purpose of using the Service. Client is authorized to use the Marks only on the Client's promotional materials and website to indicate that Payers can pay the offers of Client via Account.

ii) Intellectual property rights in (1) myPOS platform, or any API, or software or documentation related to myPOS Services or other services supplied by us to the Client for or in connection with the Service, and (2) any Marks, TM of ours or Card Schemes, custom graphic interfaces, design elements, graphics or other applications or content which we or our licensors may provide and which are placed on or incorporated into the Client website, remain our property or of our licensors. We and our licensors grant to Client a revocable non-exclusive, non-sublicensable, non-transferable, royalty-free and limited license to access and/or use myPOS software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for Client’s personal use only. Client is not authorized in any way to copy, reproduce, disassemble, sell, lease or in any other way provide the use of the payment instruments, online accounts, software, platforms, APIs or mobile POS devices or any other our development or material.

iii) Where any software, documentation, API, applications or other materials or developments are developed or provided by us to enable the Client to use the Service, we shall be the exclusive owner of such software developments and materials.

iv) If Client or users of the Service, authorized by the Client, do not comply with our instructions, implementation and use requirements Client will be liable for all resulting damages suffered by Client, us and third parties. We may update or discontinue any software upon notice to Client.

v) Client will not, without our prior written consent, copy or (except as permitted by law) decompile or modify the software, nor copy the manuals or documentation.

vi) The right to use the Marks and any software, documentation or other materials supplied under this Agreement shall last only for the duration of this Agreement.

vii) Client may make a copy of the documentation and other materials supplied under this Agreement for backup purposes only.

viii) Client grants to myPOS group of companies the worldwide right to use and depict Client’s business name, trademarks and logos on our website and in our mobile and web applications for the purpose of displaying information about Client’s business and its products and services. Client grants to myPOS group of companies the worldwide right and a non-exclusive, non-transferable license, for the duration of the Agreement, to use the Client's trade mark and trade names (collectively, the “Client Marks”) in the course of providing the Service, on the Website for the Service or various marketing materials for promotional, reference or operational purposes, such as but not exhaustively video materials for Internet and the social media or the TV or other media channels, printed materials and others and may include links to the Client’s website on the Website for the service. In case upon decision of Client, Client has provided its logo or TM or other sign, to be printed on the receipt via the Service, Client shall be liable for all damages, which we may suffer, as a result of claims from third parties related to the use of the sign, provided by Client.

**13.3** Client will not issue any promotional or advertising material containing the Marks, without first obtaining our prior written consent.

**13.4** In case of delay for payment of amounts due to us Client shall owe a penalty for delay in the amount of the statutory interest according to the Libor Rate plus two and 50/100 percent (2.50%) per annum for each day of delay from the date of delay until payment of the full amount.

**13.5** Right of Withhold or Set-off: Unless otherwise agreed between the Parties in writing, according to the applicable law we may exercise a right of withhold and/or set-off over all Client's money in Client's account/s with us until all outstanding fees, costs, charges, expenses and liabilities due to us have been paid in full.

## 14. Closing of Account and Termination of Agreement

**14.1** Client acknowledges and agrees that we may stop providing the Service to Client, as provided in the Agreement or after a request by us. Client may stop using the Service at any time, without need to inform us when Client stops using the Service. The Agreement will continue to apply until terminated either by Client or us, as set out below.

**14.2** If Client wants to terminate the Legal Agreement with us, Client may do so if Client's account is in good standing, immediately and without charge for termination at any time by:

i) Notifying us, in accordance with clauses for communication by Client to us below; and

ii) Closing Client's account for the Service, including withdrawing or redeeming the available balance of e-money; and

iii) Return of Card to us.

**14.3** In case of any risk of Damages for us, resulting from reversals, chargebacks, claims, fees, fines, penalties, Client's non-compliance with AML/FT or other regulations and other similar liabilities arising from Client's use of the Service, we may hold the Client's funds for up to 180 Days even after Termination of Agreement or shorter or longer period, as required by the law. Client will remain liable for all obligations arising under this Agreement even after Termination of Agreement and/or closing of account.

**14.4** We may, at any time, close the account/s of the Client and may end its access to the Online Profile without notice and with immediate effect in either of the following circumstances:

i) Client has breached any material provision of the Agreement, including, but not limited to the Acceptance Policy, or law or Regulations, or Rules of Card Organizations or other Organizations; or

ii) We are required to do so by law or Regulations of Card Organizations or other Organizations (for example, where the provision of the Service to Client becomes non-compliant with the Regulations); or

iii) Client is in delay of payment of amounts due to us for more than 2 (two) months or Client is in delay of payment of amounts due to us for more than 1 (one) month twice or more during 6 (six) consecutive months, after Client has been invited to pay the due amounts via email; or

iv) In case of reasonable doubt or proven attempt, or participation, or committed illegal copying or storing of Cardholder Information or illegal use of Cardholder Information, use of fraudulent or copied cards or other illegal activity, in which case Client data and reason for termination of Agreement may be reported in data bases of Regulators and Card Organizations, used by all banks, payment institutions and other members of Card Organizations.

v) If we have a good reason to suspect that the Client is behaving fraudulently.

vi) In case the Client is declared as liquidated, bankrupt, insolvent or similar legal status or the Client is in procedure for liquidation, bankruptcy, insolvency, dissolution or is being wound-up or similar.

vii) In case the Client has not given information as may be required by us within a stipulated period of time or there is good reason to suspect that the Client has provided false or insufficient information. The information requests may be sent to the Client at any time for KYC purposes including, but not only, during account opening or after the account opening, during or after an executed transaction.

14.4.1 If upon closing of the account there is a remaining balance it will be withdrawn and kept into a Holding account. In case the Client receives with us a refund or similar after we have closed the account, the amount of the refund will be kept in to the Holding account. In case of closed account with remaining balance, the Client is still entitled to receive back its funds to a payment account in compliance with the Agreement and after successfully completing our KYC procedure.

**14.5** Unless a shorter period is provided in this Agreement, as permitted by law, we may, at any time, close the Client's account/s and terminate the Agreement by giving two (2) months' notice, including to Clients with dormant e-money as defined in the Definitions below.

**14.6** Redemption of e-money upon termination of the Agreement:

i) Termination of the Agreement and e-money redemption at request of the Client is possible if the account/s is/are in good standing and not blocked for compliance, risk, security or other important reasons The Client is entitled to request personally by sending an e-mail to us via the Client's registered e-mail for the Service to redeem (buy back) all available balance of e-money of Client, less all applicable fees. The request for redemption of e-money has to be signed by a legal representative or a person explicitly authorized by the Client. The e-money redemption is made only via transfer to Client's bank account or another payment account of the Client with a Payment Services Provider in a reputable jurisdiction. Any redemption made, pursuant to this clause, is subject to the successful completion of applicable anti-money-laundering, fraud and other illegal activity checks, and Client agrees to provide the information requested by us to complete these checks. Subject to the successful completion of applicable anti-money-laundering, fraud and other illegal activity checks of every request for redemption by us, we will redeem the amount of the outstanding e-money, less the applicable fees, such as Administrative fees and redemption fee, determined in Tariff or currency conversion fees if applicable and possible bank transfer fees for the bank transfer. Subject to all terms and conditions of this Agreement, we shall initiate transfer of the remaining amount to Client's bank account.

ii) The redemption fee shall be charged as a one-off fee upon e-money redemption at the termination of the Agreement upon Client's request or our request. In case the Client wishes to receive the available balances to more than one bank accounts (in one or different banks), then the redemption fee shall be charged per account.

iii) We are not liable for incorrect transactions based on false or incomplete information. We shall not be liable for delays in the redemption of e-money where the delay is caused by the delay of the Client to provide requested documents or information or by any third party involved in the transfer transaction of redeemed money.

iv) Client cannot request and is not entitled to e-money redemption if there is no balance available in Client's account or the balance is not enough to cover the fees for redemption.

v) Where a Client requests a redemption of Dormant E-money, as defined in the Definitions at the end of this Agreement, we may charge the redemption fee.

vi) If the outstanding amount of e-money cannot or has not been redeemed in accordance with this Agreement, Client has six (6) years following the closure of the account to request the redemption of the outstanding amount in full and in compliance with this Agreement, after which time any e-money that are not redeemed becomes our property. For the purposes of this clause, the account is closed when Client is no longer able to use Client e-money for the purpose of making Funding and/or Payment transactions or use of the Service.

**14.7** Death and Change in Legal Status

i) Individuals: we will assume that the relationship between us and the Client persists until we are notified in writing about the death of the Client upon which notification the account will be closed with immediate effect. We must be notified with a letter or similar at our address at our Headquater (e-mail or text or text messages are not acceptable and we will not act upon any such) by the person which is legally vested with the rights and obligations to act on behalf of Client's affairs and will take instructions from him/her/them. Such person may be the heir, legatee, administrator, executor or otherwise. We shall be entitled to receive to our satisfaction such evidence, at Client's cost, as may be required by us to establish the proper entitlement and authority of the person claiming to be in charge of acting on behalf of Client's affairs and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority. Any e-money available will be redeemed only after proper identification of the person authorised to receive the e-money available and to a bank account of such person.

ii) Legal Entities: In the event that Client is placed into liquidation, bankruptcy, dissolution, winding-up or administration or any other similar procedures, the Client is obliged to notify us immediately about this change in the legal status at which moment the account will be closed and the Service discontinued with immediate effect. The breach of this obligation shall be considered as material breach of this Agreement.

**14.8** myPOS Return Policy: Client has to follow myPOS Return Policy, which is established by the company supplying the POS terminals. Client is not allowed to dispose of the mobile POS device, including its battery or other components without observing the regulations for waste of electrical equipment. Upon termination of this Agreement Client must return the mobile POS, including Card to us or to a company specified by us via post, including filled Return Form as set out in detail in myPOS Return Policy. We shall not make a refund of price or delivery costs.

**14.9** After closing of the account for e-money and after redeeming of the available balance and amounts kept as Reserve, we have the right to close the online profile of the Client in myPOS online platform.

## 15. Limitation of Warranties:

**15.1** We make no express warranties or representations with respect to the provision of the Service, except those required by law. In particular, we do not warrant to Client that:

i) Client use of the Service will meet Client requirements or expectations;

ii) Any information obtained by Client as a result of use of the Service will be accurate or reliable.

**15.2** No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Service, except to the extent that they are expressly set out in the Agreement.

## 16. Limitation of Liability:

**16.1** Nothing in the Agreement will exclude or limit our liability for losses which may not be lawfully excluded or limited by this Agreement or by applicable law.

**16.2** Subject to Clause 16.1 above, we, our agents or sub-contractors or Licensees, will not be liable to Client for:

i) Any indirect or consequential losses which may be incurred by Client. This will include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by Client;

ii) Any loss or damage which may be incurred by Client as a result of:

(a) Any reliance placed by Client on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between Client and any advertiser whose advertising appears on the Service;

(b) The deletion of, corruption of or failure to store any communications data maintained or transmitted by or through Client use of the Service;

(c) Client failure to provide us with accurate account information; and

(d) Any fraudulent use of the Service by Client or third parties;

(e) Any compensation for fees or interest paid or levied on Clients as a result of non-performance or incorrect performance of a payment transaction.

(f) Any printing or lack of printing on the receipt of the logo or TM of Client from the Service, including, but not limited to quality of the image or colours, or IP rights over the sign printed.

## 17. Changes to the Agreement:

**17.1** Client agrees that we may make changes to the Agreement from time to time. We shall give Client two (2) months' notice of changes in the Agreement, unless shorter period is necessitated by a Regulatory change, or is allowed by law, via email sent to Client email address and/or by notifying Client in the online account or the website of the Service before their proposed date of entry into force.

**17.2** Client understands and agrees that Client will be deemed to have accepted the changes unless Client notifies us to the contrary by notice, as provided in clause 18.5, prior to the date on which the changes are to come into effect, in which case the Agreement will terminate without charge for termination immediately before the effective date of the changes.

**17.3** Nothing in Section 17 will limit:

i) our right to update and revise our policies from time to time or to add new features to the Service from time to time without prior notice, which may be accepted by Client by using the new feature. Such revisions may take place using a method chosen at our discretion, and such method may include email communication or publication on our website for the Service; and

ii) The Parties' right to vary the terms of this Section 17, where the variation is not prohibited by law and both Parties agree to it.

## 18. Communications and Notices:

**18.1** All information will be made available or provided to Client in an easily accessible manner, in English, in a clear and

comprehensible form. Any other information which we may provide you with in another language shall be only for your convenience and the English version shall prevail. For each transaction made through the Service we shall provide to the Client information about its execution deadline, the fees to which Client will be subject and, if applicable, a breakdown of the fees, provided such information is requested prior to execution. Furthermore, once the fees have been debited from Client's myPOS account, we shall provide the Client with the following information: (i) a reference number that enables Client to identify each payment and, if applicable, information about the beneficiary; (ii) the amount involved in each payment; (iii) the amount of any fees charged and, if applicable, the corresponding breakdown; and (iv) the date of debit or receipt of a payment order. Client is entitled to request this information to be provided or made accessible regularly, at least once a month, free of charge, provided that Client is allowed to store this information and reproduce it without changes.

**18.2** Statements, notices and other communications to Client may be made by mail, email, postings on our website for the Service, by notifications via chat in Client's online account or Client's profile for the Service, push or other notifications to the mobile phone, registered for the Service or other reasonable means.

**18.3** We may communicate with Client regarding the Service by means of electronic communications, including (a) sending email to Client email address or (b) posting notices or communications on the website for the Service, or (c) sending notifications via chat services. Client agrees that we may send electronic communications to Client in relation to any matter relating to Client use of the Service, including the Agreement (and revisions or amendments to the Agreement), notices or disclosures regarding the Service and payment authorizations. Particular communications will be handled as follows:

i) The Agreement will be provided to Client at the sign-up in a printable form;

ii) Changes to this Agreement will be provided in an email sent to Client email address and/or on the website for the Service or the online account;

iii) Except where this Agreement provides otherwise, a notice to terminate this Agreement will be provided in an email sent to Client email address;

iv) Information about balance or transactions or statements will be made available in Client's account accessible online via Internet or in the online account in transaction history;

v) Information about a suspension of the Service will be made available in Client's account accessible online via Internet or in the online account; and

vi) Information about the rejection of transactions with e-money will be made available in Client's account accessible online via Internet or in the online account in transaction history.

**18.4** Client should maintain copies of electronic communications by printing a paper copy or saving an electronic copy, and information that is provided to Client in an electronic format is provided under the assumption that Client will be able to print or save such information.

**18.5** Any legal notice, claim or subpoena sent to us under this Agreement has to be sent by registered post to our address of registered office, stated below in this Agreement.

i) Notification of loss, theft, unauthorized use or security breach of the cards, account, POS terminal, mobile application or other payment instruments, must be made immediately to the Contact Centre of myPOS Service, on numbers printed on the back of the card or published on the website for the Service or in the online account, or has to be sent, as soon as possible, via e-mail through the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com, or via chat available in the online account of the Client;

ii) Notification of application for Card, purchase of e-money in a currency other than the Primary currency of the account, redemption of e-money upon termination of this Agreement should be sent via the registered e-mail of the Client to the e-mail of published on the website for the Service help@mypos.com or via chat available in the online account of the Client;

iii) Notification by Client that Client does not agree to the amendment of the Agreement and wishes to terminate the Agreement prior to entry into force of the amendments should be sent via the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com or via chat available in the online account of the Client;

iv) Customers complaints have to be sent to us with clear explanation of the complaint via e-mail from the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com or via chat available in the online account of the Client;

v) Customers claims for refunds of unauthorized transactions have to be sent to us with a clear explanation of the claim, reasons why the Client believes that the transaction is unauthorized and request for refund. Claims must be sent via e-mail from the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com. We reserve our right not to honour requests for refunds of unauthorized transactions made via the chat channel of communication.

**18.6** Any request for general information has to be sent to us only via e-mail at help@mypos.com.

## 19. General legal terms:

**19.1** Unless otherwise expressly stated in the Agreement or Fees, all amounts stated in the Agreement are denominated in Bulgarian lev (BGN) or in EURO (EUR).

**19.2** The Agreement, including Privacy Policy, Fees and if applicable other appendices, constitutes the whole legal agreement between us and the Client and governs use of the Service by the Client and completely replaces any prior agreements between us and Client in relation to the Service.

**19.3** Client agrees that if we do not exercise or enforce any legal right or remedy which is contained in the Agreement (or which we have the benefit of under any applicable law), this will not constitute a waiver of our rights and that those rights or remedies will still be available to us.

**19.4** If any court of law having the jurisdiction to decide on a matter relating to the Agreement rules that any provision of the Agreement is invalid in respect of a certain Client, then that provision will be removed from the Agreement with this Client without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

**19.5** Client may not assign Client rights or obligations, in part or in full, under the Agreement or otherwise sub-contract or transfer any of Client rights or obligations under the Agreement without our prior written consent.

**19.6** We may transfer or assign part or all of our rights and obligations under the Agreement to a third party, which is licensed to issue e-money or provide payment accounts by giving to Client at least a two-month notice via e-mail previous the date of the transfer, or a shorter notice if such a transfer is required for regulatory or legal reasons. In case of such transfer and if Client disagrees with it, we shall provide the Client the possibility to terminate the Agreement free of taxes, penalties or other, providing the account of the Client is in good standing.

**19.7** Any claim or dispute arising under the Agreement or because of the provision of the Service by us should, in the first instance, be referred to us in writing via e-mail on complaints@mypos.com from your registered email for the myPOS Service. Client has to submit Complains in writing and clearly stating the reasons for complaint. We shall review the complaint within 15 days from its receipt under the condition that the complaint is presented in a clear and understandable manner and is submitted correctly. In case there is no reply to the complaint due to circumstances that are beyond our control we shall be obliged to write back to the Client with the reasons for the delay and the reasonable time in which the issue subject of the complaint will be resolved. In any case the rectification of the issue will be provided within 35 days from the receipt of the complain from the Client. If the Client is still dissatisfied with the outcome, the Client may direct his/her complaint as per:

For Complaints related to e-money and payment services, provided by iCard AD:

Conciliation Commission for Payment Disputes on the following address: Bulgaria, Sofia 1000, 1 Vrabcha str., fl. 4, entitled to offer out-of-court solution, which have to be accepted by both Parties

**19.8** Both Parties agree that the authentic and/or correct execution of transactions and operations shall be proven with print-outs or statements printed or generated from our IT systems, such as the online account of Client, the website for the Service, our Card System, our Register of E-money or other software systems or platforms used by us in the capacity of regulated Financial Institution or third-party subcotractors, licensed to use our software or platforms.

**19.9** “myPOS”, “myPOS package”, “myPOS Virtual”, www.mypos.com, and all related URLs, logos, marks or designs, software, interfaces or other related to the Services, including logos and marks of Card Organizations are protected by copyright, trademark registration or Patent or other intellectual property right of ours or of a third-party Licensor. Client may not use, copy, imitate, modify, alter or amend, sell, distribute or provide them without our prior written explicit consent to do so given in a separate agreement.

**19.10** The Client declares that the Client uses myPOS Service not as a consumer but as a person running a business activity.

**19.11** This Legal Agreement and the relationship between us shall be governed by Bulgarian law, subject to Client’s local

mandatory rights. For complaints that cannot be resolved otherwise, Client submits to the non-exclusive jurisdiction of the Bulgarian courts, located in Sofia, Bulgaria, arising out of or relating to this Legal Agreement or the provision of our Services. Nevertheless, the Client agrees that we are entitled in our discretion to submit a claim or seek for a legal remedy in another jurisdiction.

## 20. Definitions:

**“Account”**, or **“E-money account”** or **“myPOS Account”**, means a Business account for electronic money, issued by a licensed Electronic Money Institution to a Merchant or a Professional (eligible Client) used to settle the money due to Client from the acquiring services and other payment services for a business or professional use, which is different from personal, private, or household needs of Client. The Account allow the Client a check of authorized and declined transactions, a check of Reserved amount, a check of balance of e-money, making payment orders, requests for reversals, receiving of notifications and other important communication from us and other functions as available for the Service, which can be accessed by Client and entitled personnel of Client with the credentials provided by us.

**“Account in good standing”** means an e-money account, provided by us, which has not been blocked or otherwise restricted for any reasons, including but not limited to compliance or risk reasons.

**“Balance”** means any electronic money (E-money) in any currency, supported by the Financial Institution issuing the e-money that Client has in Client’s account for e-money;

**“Business Day”** means a day (other than a Saturday or Sunday) on which banks in Bulgaria are open for business (other than for the sole purpose of 24-hour electronic banking);

**“Card”** or **“Business Card”** or **“myPOS Business Card”**, or previously issued and still not expired cards for the Service, collectively called "Card", means a payment instrument, bearing our logos and logos of one of the Card Organizations, providing possibility for the cardholder to submit payment orders for payment on POS and in Internet, or ATM transactions, such as cash withdrawal or balance check. The Card is linked to the account of Client for e-money. Card is always personalized with personalized security characteristics, such as PAN, expiry date, CHIP & PIN based, CVV or CVC or similar characteristics, with or without cardholder names embossed. “Additional card” means a card, which is linked to the account of Client for e-money, with or without Client’s names or close associates of Client, embossed on Card. Cardholders of additional cards, different from Client, do not have account for e-money and use the electronic money of Client;

"**Client**" means the person so named on this Agreement and/or anyone reasonably appearing to us to be acting with the Client’s authority or permission operating legal business or professional activity, using or intending to use for the business or professional activity one or more of the Services under this Agreement. Client is not a consumer, because Client is using the Service under this Agreement in its business capacity;

"**Client website**" or “Client URLs” means the World Wide Web site(s) or URLs of Client, on which the offers for all products (goods), services and information including text, words, names, graphics, (including logos), software (including all software applications), video, audio or other offers are hosted, which are approved by us for the Service;

**“Client business activity”** means the legal commercial or other lawful business or professional activity of Client, which we have approved and for which Client uses the Services under this Agreement, to accept payments from customers in the course of Client’s business activity;

"**Client email address**" means the email address provided by Client during sign-up for the Service or later amended by Client via the Service, which we will use for communication with Client;

"**Client mobile phone number**" means the mobile phone number provided by Client during sign-up for the Service or later amended by Client via the Service, which we will use for sending OTP to Client and for communication with Client;

**“Currencies, supported by us”** means various currencies, supported by us for the Service, in which we issue electronic money, notified on the website for the Service;

**“Direct Debit”** means a payment transaction initiated by the payee and debited to the Client’s myPOS Account where the amount of the payment is specified by the payee.

**“Dormant E-money”** means any available balance that is on an Account for a year or more after the date we have sent a notification to the Client that their Account has been blocked; or any available balance that is on an Account for a year or more after date of termination of the Client’s Contract.

**“Inactivity Period”** means a period of 10 (ten) months during which the Client has not made any Valid Transaction on any of their Accounts.

**“Valid Transaction”** means a payment transaction made to or from any of the Client’s accounts in good standing amounting to at least 50.00 EUR/ 50.00 GBP/ 50.00 BGN /50.00 CHF/ 50.00 USD or the equivalance of 50.00 EUR in the underlying currencies of myPOS Account as may be supported by our service.

**„Valid Acquiring Transaction“** means a valid Transaction for accepting payments with cards, such as but not limited to accepting of payments with cards on myPOS physical or online, including payment requests or similar acquiring transactions amounting to at least 50.00 EUR/ 50.00 GBP/ 50.00 BGN / 50.00 CHF /50.00 USD or the equivalance of 50.00 EUR in the underlying currencies of myPOS Account as may be supported by our service. For the avoidance of doubt money transfers, funding of Account, currency exchanges and other, which are not acquiring transactions are not Valid Acquiring Transaction.

**“Acquiring Inactivity Period”** means a period of 10 (ten) months during which the Client has not made any Valid Acquiring Transaction on any of their Accounts.

**„Financial Institution**" or "**Financial Institution providing myPOS Account under this Agreement**", means iCard AD, having its seat and registered office at: Bulgaria, Varna, Business Park Varna, Building B1, PO 9009, UIN: 175325806, authorized and regulated by the Bulgarian National Bank as an Electronic Money Institution under the Electronic Money Directive 2009/110/EC (the “EMD”) with license No. 4703-5081/25.07.2011 Principal Member of Mastercard, VISA and JCB and other Card Organisations (collectively hereinafter referred to as “us”, “we”, “our”, “iCard” or “Financial Institution”), entitled to provide e-money, payment services and card services in EU/EEA under EU Payment Services Directive and EU E-money Institutions Directive.

A copy of the Public Register of E-money Institutions where iCard AD. is registered can be found at http://www.bnb.bg/PaymentSystem/PSPaymentOversight/PSPaymentOversightRegisters/index.htm?toLang=_EN

**“MOTO transaction”** or **“Mail/Phone Order Transaction”** means a specific transaction in which the PAN and expiry date on the card of the cardholder are provided with the consent of the cardholder and entered manually by the Merchant or Merchant’s employees (Client) on the POS terminal. Such transactions are allowed and will be processed by us only upon condition that we have provided approval to the Client for such transactions and the Client performs such transactions in compliance with the Rules of the Card Organizations and our rules for such transactions, including our Acceptance Policy and other applicable rules;

**“myPOS Online”** means a Service, provided by us under this Agreement, upon explicit request of Client and after approval by us and successful integration with the simple version or the API provided by us for myPOS, designated to Clients with legal business activity to accept payments online /e-Commerce or card-not-present transactions/ with payment cards bearing the logo of the Card Organizations. myPOS Button, myPOS Checkout, myPOS PayLink or the Request for Payments, which can be sent by the Client via the Service are also considered as part of the Service myPOS Online. The Links for payment or Requests for payment allow the third persons to pay to the Client using their card on a secured e-commerce platform such as myPOS or other secured platform for card not present transactions. myPOS Online service is described in detail on the website for the Service;

**“myPOS package”** or **“Packages”** includes a mobile POS terminal (including original manufacturer accessories, such as cables, charger and a battery), account for e-money with IBAN and prepaid Business Card, and Technical Specifications, Quick User Guide and Activation Instructions;

**“myPOS terminal”** means the POS terminal, included in myPOS package, certified by the Card organization, enabled to acquire payments everywhere and not fixed to a certain business location, which uses Internet connection in order to accept card payments and operate. The Technical Specification for the specific type of mobile terminal is included in each myPOS package and provided on the website for the Service.

**“List of SEPA Countries and territories”** includes countries belonging to the European Economic Area (EEA) as the Member states of the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland as well as countries belonging to EFTA : Iceland, Liechtenstein and Norway as well as other countries and territories: Monaco, St. Pierre & Miquelon and Switzerland, as this list is published and may be updated from time to time at http://www.europeanpaymentscouncil.eu/index.cfm/knowledge-bank/epc-documents/epc-list-of-sepa-scheme-countries/;

**“Mandate”** or **“SEPA direct debit mandate”** represents an expression of consent and authorization given by the Client to

the payee to allow the payee to initiate payment order for collecting funds from the Client's myPOS Account and to allow us to comply with such payment order by debiting Client's Account.

**"Payer"** or **"Buyer"** means a natural or legal person or any other third party that pays for goods and/or services with payment card or with Account via myPOS or myPOS Online;

**"Personalized security features"** or "**Identifying Credentials**" means all personalized security characteristics of all payment instruments, such as the username and password, cardholder data, PAN, expiry date, CHIP & PIN, CVV, CVC or similar codes, OTP (one time password), security codes and all other unique and/or identifying information that we provide to Client to access Client's account and payment instruments and use the Service under this Agreement;

**"Pre-Authorization transaction"** or **"Delayed or Amended Charge Transaction"** means a specific operation under the Rules of the Card Organizations for blocking by the Issuer of the card of the amount of the transaction from the card of the cardholder with the aim of delayed or amended charge of the amount from the cardholder. The actual completion, settlement and crediting of the account of the Merchant (Client) is performed on a later stage, on condition of performance of all requirements of the Card Organizations and our rules and conditions for such transactions;

**"Profile"**, or **"Online profile"** or **"Client's profile"**, means a registration in the online platform of myPOS, from which registration the Client can make purchases of myPOS packages or myPOS terminal and to request opening of e-money account and to upload necessary documents. Profile is given by myPOS AD solely and is not an e-money account, nether it is issuing of e-money, distribution or e-money redemption or any other payment services.

"**Principle currency**" means the currency selected by Client as default currency of Client's account and most frequently used by Client, upon registration for the Service, or later amended by Client via the Service, amongst the currencies, supported by us, in which currency is our Tariff for the Service, applicable for Client;

**"Processing currency"** means the currency in which the Client will charge its customers, selected by Client upon registration for the Service;

**"PSD 2"** means EU Payment Services Directive (2007/64/EC), the Second EU Payment Services Directive (EU2015/2366) or any implementation of those directives in member states of the EU or EEA.

"**Recurring Payment**" means a payment under an arrangement where Client provides us with an authorization for a third party to collect a series of payments from the Card of Client or to execute transfers from Client's Account according to a Standing order;

**"Regulator"** means any institution or organization, regulating our activities as a licensed financial Institution, including but not limited to national regulators or any European or other authorities, or any Regulator regulating our activity, such as the Card Organizations or EU or national regulators, national banks, Anti-money laundering authorities and others;

**"Regulations"** or **"Rules"** means any present or future law, enactment, tariffs, direction, notification, order, regulation, regulatory policy, guideline, requirement or industry code of act or instruction on behalf of a Regulator;

**"Regulatory Change"** means any change in any Regulations, including change of interchange fees or other fees of Card Organizations or any other change in the Regulations, which may require a change in the Tariffs under this Agreement, or change in the manner of provision of the Services, change of Services, change of Charges, termination or change of other clauses in this Agreement;

"**Services"**, **"myPOS Service"**, referred to as "Services" or "Service", means a FinTech platform providing acceptance of card-present and card-not-present payments in various currencies with instant settlement in a single or multiple e-money account/s designated with IBANs and instant access to cash via myPOS Card and credit transfers and direct debits, as well as other payment services, provided by licensed Electronic Money Institutions;

**"SEPA Transfer"** means an outbound money transfer from Client's account and balance in EUR to any bank account in EUR in SEPA country, compliant with the EU Regulations of SEPA credit transfers;

**"Settlement currency"** means the currency, supported by us and selected by Client upon registration for the Service, in which we shall settle the proceeds from the acquiring in Client's account;

**"Standing order"** means a payment order that Client gives to us to perform a set of recurring money transfers or a payment with future date with defined amount, currency, beneficiary, start date and expiry date.

**"Unique Identifier"** means the unique combination of numbers, letters or symbols, notified to Client in the online account of Client, which has to be presented by Client upon execution of payment transaction or upon funding of Client's account, in order to identify the user of payment services correctly. Both the Account Number and the IBAN numbers provided to Client via the Service are used as Unique Identifier of the account of Client;

**"Website for the Service"** means website for the Service at the URL www.mypos.com or www.mypos.eu, or any other website for the Service, which is notified to Client by us, accessed by Client via Internet, which is the interface used by us for Registration of Client for the Service, concluding this Legal Agreement, activating the Service, providing prior information to Client and other important information for the Service and notifications, updated exchange currency rates supported by us, login to Client online account for the Service and other important marketing, financial, legal and security information for the Service.