Legal Agreement for myPOS Card

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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 (referred to as “Financial Institutions”).

1. Legal relationship and Service.

1.1 This Agreement is between the Client using myPOS Service and myPOS Card (referred to as “you” or sometimes “Client”) on one side and the Member, fully authorized to provide services in all EU/EEA member states, Principal member of Mastercard, VISA, AMEX, Union Pay and others (referred to as “Card Organizations”), and which is providing the issuing of cards and execution of payment transactions with cards under this Agreement (referred to as “us” or “we” or “our“) on other side.

This Agreement represents an inseparable part of the Legal Agreement for myPOS Account, concluded between the Financial Institution and you and regulates the use of myPOS Card.

1.2 Summary of most important definitions:

"myPOS Card" or **"Card"** is a business debit/prepaid card, issued by us, as stated on the back of the Card or in the App, with the logo of the Card Organizations, personalized with security characteristics, such as PAN, PIN and CVC, and used for payments on POS terminals, Internet or cash withdrawals on ATMs according to the terms and limits in this Agreement and the Rules of the Card Organizations. myPOS Card or Additional Card provide access to the business e-money account, to which it is linked.

“myPOS Platinum Card” is a myPOS Card that provides additional benefits for the Client, as described in the present Agreement. There are two types of myPOS Platinum Card cards: Silver/Gold and Metal. You can read about the particular benefits of each type of card on the following link: https://www.mypos.eu/en/business-card

“Additional card” means a card, which is linked to the business 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;

"Card Organizations" means MasterCard International ("MasterCard"), VISA Europe (VISA), JCB Europe ("JCB") or any other card association or organization applicable hereunder, including any parent, affiliate, subsidiary, or successor, of any of them;

“Financial Institution” means the entity that provides and services your myPOS e-money account under your Legal Agreement for myPOS Account;

“Member” means iCard AD, having its seat and registered office at: Bulgaria, Varna 9009, “Business Park Varna”, Building 1, UIN: 175325806, authorized and regulated in EU 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, JCB, UnionPay, AMEX and other Card Organizations and providing e-money, issuing and acquiring of cards payments and other payment services in all EEA countries under the EU passport rules of the PSD.

A copy of the Public Register of E-money Institutions where the Member is registered can be found at:

http://www.bnb.bg/PaymentSystem/PSPaymentOversight/PSPaymentOversightRegisters/index.htm?toLang=_EN&toLang=_EN;

"Personalized security features" or **"Identifying Credentials"** means all personalized security characteristics of all payment instruments, such as the App Secret code, 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 you for accessing your myPOS Account and payment instruments and for using the Service under this Agreement. You may view your personalized security features in the myPOS Profile after entering the App Secret Code initially specified by you;

“3D Secure” means a specific Personalized security feature, which is applied to any online Card transaction made on a 3D-enabled Merchant’s virtual POS.

“3D-enabled Merchant” means an entity, operating a virtual POS that is compliant with the 3D-secure standard and

redirects any cardholders which are transacting on the virtual POS to the respective 3D-secure portal of the issuer of the Card.

“Card Tokenization” means the technical process, initiated by you via our App, which ultimately leads to the enabling of an issued myPOS Visa or MasterCard payment instrument to be used via a NFC-enabled hardware device, via our integration with a third-party supplier’s wallet service, such as Apple Pay[i] , Google Pay[ii], Garmin Pay[iii], and other similar which are currently supported by myPOS.

1.3 The present agreement regulates the issuing, use and execution of payments with myPOS Card, which may be:

i) Physical payment card: a CHIP&PIN payment card with the logo of the Card Organization and myPOS logo, issued by us;

ii) Another payment instrument, which we may introduce in the future.

1.4 Issuing of Cards:

i) The plastic Card for POS and Internet purchases and ATM or POS cash withdrawals is not issued automatically and must be ordered by you via your online account or the myPOS Mobile App, and we may charge issuing fee for it. The Card is issued and linked to your myPOS Account as described in this Agreement. In case, where allowed by the myPOS Service you may purchase or otherwise obtain an inactive myPOS Card by an authorized reseller of the myPOS Service or by the Member, which will be inactive and not loaded with funds. You agree that to activate such card, you have to enroll for the myPOS Service and agree with all Legal Agreements and documents and requirements for identification and verification applicable to your use of the Service.

ii) Your use of the Card/s is subject to opening and maintaining of at least one valid myPOS account.

1.5 You acknowledge and agree that myPOS Card will be deemed as issued and you can use the myPOS Card upon the following conditions being met:

i) Agreeing with the Legal Agreement for myPOS Account and the present Agreement for myPOS Card and any supplementary legal agreements (if applicable);

ii) Protecting your privacy is very important to us. You must read and agree with the Privacy Policy, part of this Agreement, to better understand our commitment to maintain your privacy, as well as our use and disclosure of your information;

iii) Registering for the Service with entry of valid and true data, such as your name of, Country of residence, mobile phone number that will be used by the Service, principle currency of the e-money account and other, as required by us;

iv) Verifying the mobile phone number as indicated by us;

v) Perform the procedure for Card activation as indicated by us on the cover of the Card, or in the App or on the website of the Service. In some cases, we may allow limited use of the Card prior to completion of the client verification procedure with regulatory limits. The limits are specified below in this Agreement and may be changed due to regulatory requirements or at our discretion in case of higher risk.

vi) Successfully pass the identification and verification procedure as per your Legal Agreement for myPOS Account, to which account the Card will be linked.

1.6 By clicking ¨Accept¨ or ¨ Agree¨ where this option is made available to you by us via the online account for the Service or via the Mobile Application for the Service and which you hereby adopt as your electronic signature you consent and agree to the terms and conditions of the present Agreement and therefore the electronic document of the Agreement is deemed as duly signed by you.

1.7 A link of the Agreement will be provided to you in the myPOS platform from where you may download the Agreement in printable form during or immediately after the sign-up process. A copy of the Agreement, as amended from time to time, is available to you in the myPOS platform and also on the website for the Service. You may request to be provided with a copy of the Agreement, and a link to the Agreement will be sent to your registered mobile number for the service.

1.8 The Agreement and all communication with Client will be in English language. 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.

1.9 You declare that you are concluding the present Agreement on own behalf only and that you are not acting on behalf or on account of third party with respect to the use of the Card.

2. Payment transactions with Cards:

2.1 The payment order executed with Card will be received by us in electronic form. Your consent for execution of the payment transaction with Card becomes irrevocable when you present the Card/NFC-enabled phone for execution of the transaction and:

i) the chip or the magnetic stripe of Card or NFC built chip is read by the ATM or POS device and/or a valid PIN is entered (except for contactless payments of small amounts) and/or you or authorized cardholder signs the receipt from the device; or

ii) by giving the Card or entering it into a terminal and reading of its chip on a self-service terminal; or

iii) by entering the data of Card, such as the 16-digits number, validity date or CVC2 code in the Internet; or

iv) by providing the card data (number, validity, CVC2) to the provider of goods or services and authorizing him to use it for payment of the respective service by fax, telephone or other communication device. In case of contactless payments of small amounts for which entry of PIN is not required as per the Rules of the Card Organizations, your consent for execution of the payment transaction with the contactless functionality becomes irrevocable when you present your Mobile phone to the NFC enabled POS and enter the PIN for the myPOS Mobile App.

2.2 Card, which has been personalized with your names in your capacity of a cardholder, must be used only by you. Card, which has not been personalized with your names in your capacity of cardholder (if offered by the Service), may be used by you or third parties, to whom you provide or make available the Card for which you shall be fully responsible.

2.3 In case you are eligible and have more than one E-money account on the myPOS Service, you agree that the cards may be linked to the different accounts and can spend the balance available in the account, to which the card are linked only.

2.4 The spending limits with Cards or via Contactless Payments are set out in your online account for the Service. To minimize the risk from losses and/or unauthorized transactions, you may set even more strict spending limits online account for the Service via the Mobile App and manage the security characteristics of the payment instruments, as allowed by the Service, via your online account for the Service. Requests for blocking and unblocking of Cards may be made only by you (in your capacity of main cardholder).

2.5 You understand and agree that in some cases when you perform a cash withdrawal transaction with your Card at ATM or POS terminal the Service provider supporting the terminal may charge you a fee for the transaction. You understand and acknowledge that we may not control the amount of such fees, prevent their application or affect them in any way. We are not liable for the fees determined by other Service providers.

myPOS Platinum Cards

2.6 You have the option to apply for our premium card program and receive either **myPOS Platinum Cards**. You may find a detailed description of the terms of use of these types of cards on the following link, which will be binding for you in case you decide to apply for this part of the myPOS Service.The issuance and use of the **myPOS Platinum Cards** is conditional on your Account(s) being in good standing, your compliance with any myPOS policy, including the Acceptance policy, your verified status as well as your continuous coverage of the fees for the **myPOS Platinum I Cards**, as described in the Tariff.

i) The **myPOS Platinum Cards** provide you with access to a wide variety of benefit and bonus schemes (“benefits”). You may read the full list of the benefits at the following link. We reserve the right to update the list with new benefits. In case a particular benefit or bonus is suspended, we will send you a 2-month prior notification, unless the suspension is beyond our control in which case the suspension may be immediate.

ii) Some of the benefits are administered by third-parties - partners to the Platinum card program, and not directly by us. We shall not bear any liability in case of the unavailability of said benefits or in case of changes to their terms of use, or in case of any failure by our partner to provide the benefit. We have provided information about the benefits supported by our partners, as well as the terms and conditions applicable to them, on the abovementioned link.

iii) When using myPOS Platinum Cards you shall be charged with the respective fee as described in the Tariff and/or at the following link. You may choose a subscription plan that suits you – monthly, annual or another kind which we have made available. The subscription plan fees are going to be charged automatically, depending on the frequency you have chosen. In case you do not have any available balance in your Account and you do not fund it within seven days as of the due date of the

relevant fee, we shall block your myPOS Platinum Cards.

iv) You may always unsubscribe from **myPOS Platinum Cards program** by clicking on the “Unsubscribe” button in the Card Settings menu. We shall stop charging the applicable fees for the **myPOS Cards, as described in the following link**.

2.7 Card Tokenization for myPOS Platinum Cards.

i) You can use your myPOS Platinum Card by adding it to certain types of third-party wallets and fulfilling the requirements for the activation of the service, as explained on our website and on our App.

ii) The use of your myPOS Platinum Card via these third-party wallets, is subject to a separate agreement with the respective third-party wallet provider. We may not be held responsible for the technical performance or the security of the third-party wallets.
We are not responsible for obligations, which these third-party wallet providers have undertaken in respect to you, and we shall not be liable to you for the provision, functioning and security of their services and platforms.

These third-party wallet providers may change their terms at any time, or cease the provision of the latter. You should keep yourself informed about the relevant terms and conditions of these third-party wallet providers.

3. Payment instruments security features. Security measures and Safety Requirements. 3D Secure:

3.1 We have provided to you 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/OTP) received via SMS e, 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 your payment instruments. 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 your obligations. The Service allows you to change your PIN code on an ATM device. You are responsible to memorize your personalized security features and to ensure their confidentiality at all times. You should never disclose to anyone your personalized security features. In case you suspect that someone has knowledge on your personalized security features, you should inform us immediately. In case your Card is lost or stolen or in case you suspect that someone has knowledge on your personalized security features, please follow the instructions in pt. 10.5.

3.2 You are able to control the security of the payment instruments, by enabling or disabling them for certain transactions, such as Internet transactions, ATM cash withdrawal or other, receipt of SMS after each transaction with Card, and imposing limits, which are more stringent than our default spending limits via the Service (online account, myPOS Mobile App or SMS commands). You agree to use these security control mechanisms available in order to minimize the risks of unauthorized access to your account and unauthorized transactions. You must use the functionalities for disabling cards for Internet transactions and cash withdrawals only with one click and enabling such Internet transactions or cash withdrawals only for a brief period before you wish to make such transactions.

3.3 You agree to use personalized security features for your payment instruments only in accordance with this Agreement and with the law. You must not provide and must not allow disclosure of the personalized security features (other than authorised cardholders) to a third party even where the Card or payment instrument is PIN based, because even in this case Card or payment instrument can be comprised and result in unauthorized transactions, for which you are fully liable. The breach of this obligation is breach of your obligation for protection of personalized security characteristics of payment instrument and you will be fully liable for unauthorized transactions as a result of your breach of this obligation willfully or with gross negligence.

3.4 Since you are using the Service in a business capacity, you agree that:

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

ii) You or a person explicitly authorized by you has the right to authorize users of the payment instruments, whose rights for ordering payment transactions, cancelling payment orders and other payment instrument-related issues are defined by us on the website of the Service or in the online account and can be additionally individualized by you or a person explicitly authorized by you according to the functionalities of the Service.

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

3.5 If you believe that your Card(s) or other payment instruments have been used in an unauthorized manner or in case of unauthorized transactions, you have to contact us without undue delay. You agree to notify us via the Contact Center, 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 Cards, and to take all preventive and security measures as allowed by the Service, including to disable the compromised payment instruments via the Service, or allow us to do it and limit the risks of unauthorized transactions and damages. You also agree to notify us without undue delay and in the same manner of any other breach of security regarding the Service of which you have knowledge.

3.6 We may suspend the use of the Card in part of wholly, including block the Card/s or the Contactless Payments, where we suspect that their security may have been compromised or that unauthorized or fraudulent use has taken place. We will inform you in advance or, if that is not possible, immediately after, of the suspension of the use of the Card, specifying the reasons for the suspension, unless such provision of information would compromise reasonable security measures or be otherwise unlawful. We will unblock the use of the Card or replace your personalized security characteristics, as soon as practicable after the reasons for the suspension cease to exist and on condition that you have performed all obligations towards us.

3.7 3D SECURE TERMS

i) Your Card/s is/are automatically enrolled for use with the 3D Secure service upon online transactions with the Card. 3D Secure is a secure way of using your Card to make purchases on the internet with 3D-enabled Merchants. You are responsible to check and update the mobile phone numbers, to which your Card/s are linked in myPOS Service, including the mobile phone numbers of other users, who you have authorized to use additional cards, linked to your e-money account.

ii) We shall send a notification, containing a One-time password ("OTP") code to your linked Mobile phone for the respective Card, or via other means if applicable, each time you make a purchase online on a 3D-enabled Merchant's virtual POS. 3D Secure is provided by the Member in association with Mastercard SecureCode™ and/or Verified by Visa™.

iii) Your use of 3D Secure enables us to carry out strong customer authentication of our cardholders. No other implicit or explicit warranty in regards to the transacted goods or services is made by us when providing you with the 3D Secure Functionality. We do not verify the identity of any merchant or organization that you contract with on the internet nor do we make any statement about the goods or services of any merchant or organization that you choose to place an order with or make a purchase from.

iv) Prior to any online purchase with the Card/s, you must ensure that your mobile phone is able to receive the OTP code in relation to the 3D Secure service.

v) Whenever you use your Card/s in order to make a purchase on the internet from a 3D-enabled Merchant you will be presented with an electronic receipt and the OTP code will be sent automatically to your mobile phone, to which the Card is linked. The OTP will be sent via SMS, or push notification, or through another application, like Viber, GateKeeper or similar, or in other ways allowing codes to be sent to mobile phones.

vi) Before confirming your internet purchase or order on a 3D-enabled Merchant website, you will be redirected to a web-page which shall include the transaction's details, such as store name, purchase amount and date, if applicable. You will be asked to sign the order by entering your OTP code and clicking 'Submit' to proceed with the purchase. Without entering your OTP code, the internet purchase cannot be completed at 3D-enabled Merchants. In case the OTP code is entered incorrectly three consecutive times you will not be able to proceed with the purchase. If you do not receive the OTP code automatically you may send us a request for the OTP code to be sent to you again. You can make three requests for the OTP Code to be sent to you. If you do not receive the OTP, you have to check that the mobile number, which you have registered and linked to the Card is correct and is the one actually being used, and contact us in case of need.

vii) If you change any linked Mobile Phone Number/s, your address (including Your Email Address), or any of the particulars of the means in which you receive OTP codes, you must notify us immediately to ensure that our records are up to date and we are able to send the OTP. Notices under this condition should be sent to us as set out in the Communications and Notices part of the present Agreement.

viii) You will be responsible for any fees or charges imposed by third parties in connection with your use of 3D Secure:

(1) We do not verify the identity of any 3D-enabled Merchant nor make any statement, express or implicit, about their goods or

services or whether you should contract with them.

(2) The OTP code will only be valid for the purchase you have received it for. You are responsible for maintaining the confidentiality of your OTP codes. You must not give your OTP codes to anyone else.

(3) If you think that there may have been an unauthorized internet transaction with your Card, you must notify us immediately in accordance with the present Legal Agreement.

ix) You hereby agree and confirm that where a payment with 3D Secure was made using your Card, the insertion of an OTP Code shall be treated as your valid and irrevocable consent to execute the payment instruction. You are responsible for all instructions sent using your OTP codes. You are responsible for ensuring that you keep your OTP codes secure and confidential. Further information about your liability and our liability in relation to the use of your Card is set out below in the respective parts of the present Agreement.

x) **Availability of 3D Secure**. We try to give a complete service at all times but do not guarantee it. We will not be responsible to you for any unavailability of 3D Secure or any malfunction thereof where any failure on our part is due to:

(1) abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary; or

(2) Our obligation to comply with any other provisions of applicable laws.

4. Protection of Your personal information and Financial Secrecy:

4.1 We are authorized process your data, including personal data in terms of the applicable legislation on data protection, 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.

4.2 Financial Secrecy: we are bound, in accordance with the applicable laws and the present Agreement, 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 and/or international laws to disclose Secret Information. You can read more about our data processing practices in the Privacy Policy.

5. Service Fees:

5.1 We will charge you fees to use the Service, as specified in the Tariff. Tariff may be changed by us unilaterally with 2-month notice sent to you. Updates in Tariff will be indicated via the online account for the Service or the myPOS Mobile App, and you will be duly notified in accordance to the Agreement. We may charge fee for transfers, if it is stated in the Tariff.

5.2 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 Fee 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 you in your online account. The Currency exchange fee is retained by us and will be applied whenever we perform a currency conversion according to your payment instruction. You may calculate via your 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.

5.3 Where a currency conversion is offered by us at the point of sale you will be shown in your Mobile App or on the website for the Service the foreign exchange rate that will be applied to the transaction before authorizing the payment transaction. By proceeding with authorization of the payment transaction you are agreeing to the currency conversion on the basis of the foreign exchange rate. Where a currency conversion is offered at the point of sale by the Merchant, not by us, you choose to authorize the payment transaction on the basis of the Merchant's exchange rate and charges, we have no liability to you for that currency conversion. Where your payment for e-money is funded by a linked Debit or Credit Card and involves a currency conversion, by entering into this Agreement you agree and authorize us to convert the currency in place of your Credit or Debit card issuer.

6. Client liability:

6.1 In case you qualify as a consumer in accordance with the applicable law you will be liable for all losses incurred in respect of unauthorized transactions, as a result of use of lost or stolen payment instrument, or from the misappropriation of a payment instrument up to a maximum of 50 EUR or its equivalence in other currency. When you do not qualify as a consumer you 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.

6.2 Notwithstanding the provision above, you 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 you have acted fraudulently or have, with intent or gross negligence, failed to comply with the Agreement or law, including your obligations to preserve the security of your Identifying Credentials, providing access to your account, e-money or Card or other. When you do not act as a Consumer and you use your myPOS Card you agree that it is for you to prove that the payment transaction was unauthorized or incorrectly executed.

6.3 You shall be entitled to redress losses in respect to unauthorized or incorrectly executed payment transactions, which does not include any fees, interest or losses (unless you have acted in the capacity of a Consumer) incurred by you in respect of unauthorized or incorrectly executed transactions, whereas the redress shall be payable in case you have informed us for the unauthorized or incorrect transaction within 7 (seven) days afterwards, and in case you have acted as a Consumer, no later than 13 (thirteen) months as of the date of debiting of the payment instrument with the respective unauthorized or incorrectly executed payment transaction.. We will, on your request, make efforts to trace the transaction and notify you of the outcome. Where you are entitled to a redress, we will refund the amount of the unauthorized transactions, less applicable fees as per Tariff, by crediting your account.

7. Termination of the Agreement:

7.1 You acknowledge and agree that we may stop providing the Services to you, as provided in the Agreement and upon request of the Financial Institution, providing you with the account, to which the Card is linked. You may stop using these services at any time, without need to inform us. The Agreement will continue to apply until terminated either by you or by us, as set out below.

7.2 If you want to terminate the present Agreement with us, you may do so immediately and without charge for termination at any time, by:

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

ii) Return of your Card to us.

7.3 In case of any risk of Damages for us, resulting from reversals, chargebacks, claims, fees, fines, penalties, your non-compliance with AML/FT or other regulations and other similar liabilities arising from your use of the Service, we may stop providing the Services and/or hold your funds for up to 180 Days even after Termination of Agreement or shorter or longer period, as required by the law, including laws in favor of the consumer. You will remain liable for all obligations arising under this Agreement even after Termination of Agreement and/or closing of account.

7.4 We may, at any time, terminate the Agreement with you without notice if:

i) You have breached any material provision of the Agreement or any law or regulation, 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 you becomes non-compliant with the Regulations).

iii) The Financial Institution, providing to you the myPOS e-money account, to which the Cards are linked, has blocked your account or is terminating your Agreement with you for any reasons. In such case we shall not be liable for terminating this Agreement with you.

7.5 Unless a shorter period is provided in this Agreement, as permitted by law, we may, at any time, terminate the Agreement by giving you two (2) months' notice.

8. Limitation of Warranties:

8.1 We make no express warranties or representations with respect to the provision of the Service. In particular, we do not

warrant to you that:

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

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

8.2 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.

8.3 Nothing in the Agreement will affect those mandatory statutory rights to which you are entitled as a consumer and that you cannot contractually agree to alter or waive.

9. Limitation of Liability:

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

9.2 Subject to the previous Clause, we will not be liable to you for:

i) Any indirect or consequential losses which may be incurred by you. 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 you;

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

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

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

(3) Your failure to provide us with accurate account information; and

(4) Any fraudulent use of the Service or attempt for fraudulent use by you or third parties related to you;

iii) Any compensation for fees or interest paid or levied on you who are not Consumers, as a result of non-performance or incorrect performance of a payment transaction.

10. Communications and Notices:

10.1 All information will be made available or provided to you in an easily accessible manner, in English language, in a clear and comprehensible way. Any other information which we may provide you with in another language shall be only for your convenience and the English version shall prevail.

10.2 You agree that we may send notices and other communications to you via emails to your registered email, via your online account, via your myPOS App or other reasonable means to any matter relating to your use of myPOS Card, including the Agreement (and revisions or amendments to it), notices or disclosures regarding the Card and payment authorizations.

10.3 Particular communications will be handled as follows:

i) The Agreement will be provided in your online account for the Service at the sign-up and will also be available on the website for the Service;

ii) Notifications on changes to this Agreement after the sign-up will be sent to you via emails or provided on via your online account or via your myPOS App for the Service;

iii) Except where this Agreement provides otherwise, a notice to terminate this Agreement will be sent to you via emails or provided on via your online account or via your myPOS App for the Service;

iv) Information about balance or transactions or statements will be made available in transaction history on your online account or via your myPOS;

v) Information about a suspension of the use of the Card will be sent to you via emails or will be made available via your online account or via your myPOS App.

10.4 Any notice sent to us under this Agreement has to be sent by registered post addresses of registered office, as applicable:

For the myPOS Card and all card services:

Att:

myPOS Cards Team

iCard AD, Business Park Varna B1, Varna 9009, Bulgaria

10.5 In the following urgent cases, you have to notify us immediately and without delay:

i) Notification of loss or theft of your Card or device, unauthorized use or any security breach of the personalized security features must be made immediately to the Contact Center on numbers stated on website for the Service (www.mypos.eu) and on the back side of the Card, and additionally you must send a written notification to help@mypos.com;

ii) Notification of application for Card should be sent via online account for the Service or the Mobile App.

iii) Notification by you that you do not agree to the amendment of the Agreement and wish to terminate the Agreement prior to entry into force of the amendments has to be sent from you via the online account for the Service or via email from your registered email.

iv) Notifications by you that you complain about certain services have to be sent via the online account for the Service, via email from your registered email or via your registered mobile number.

10.6 To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

11. General legal terms

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

11.2 This Agreement, including Privacy Policy, Tariff and the other Legal Agreements, constitutes the whole legal agreement for your use of the myPOS Service.

11.3 You agree 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.

11.4 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 to you, in your capacity of a Consumer, then that provision will be deemed void and will be removed from the content of the Agreement with you without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

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

11.6 We may transfer or assign our rights and obligations under the Agreement to third party, by giving to you at least a two-month notice via e-mail prior to the date of the transfer or a shorter notice if such a transfer is required for regulatory or legal reasons. In case you disagree with such transfer we shall provide you the possibility to terminate the Agreement free of taxes, penalties or othersimilar.

11.7 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 to the Complaints Officer at the address given below in Section Definitions or via e-mail on complaints@mypos.com. 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 complaint 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 this Agreement for card services, provided by iCard AD:

Conciliation Commission for Payment Disputes on the following address: Bulgaria, Sofia, 4A Slaveykov Square, fl. 3, entitled to offer out-of-court solution, which have to be accepted by both Parties.

11.8 The 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 your online account for myPOS, our Card System, our Register of E-money or other software systems or platforms used by us in our capacity of a regulated E-Money Institution or third-party sub-contractors, licensed to use our software or platforms.

11.9 "myPOS", "myPOS Card", and all related URLs, logos, marks or designs, scripts, graphics, interactive features and similar, software, interfaces, standard or special design of Pay Stickers or visualizations or other related to the Service, including logos and marks of Card Organizations are protected by our copyrights, trademark registrations or Patents or other of our intellectual property rights or of third party Licensor. You may not use, copy, imitate, modify, alter or amend, sell, distribute or provide them without our prior written explicit consent to do so in a separate Agreement.

11.10 You agree that you use myPOS Card not as a consumer but as a person running a business activity. Being such, you understand and accept that the imperative rules of the applicable legislation governing the Charges applicable, the Consent and withdrawal of consent for authorization of payment transactions, the Evidence on authentication and execution of payment transactions, Payer's liability for unauthorized payment transactions, Irrevocability of a payment order, Payment service providers' liability for non-execution, defective or late execution of payment transactions, as defined in the Directive (EU) 2015/2366 and the national legislation which transposes the Directive, will not apply in those cases where the relevant provisions of this Agreement stipulate differently.

11.11 The Agreement and relationship between us arising under this Agreement will be governed by Bulgarian law. Since you are not a consumer the Parties agree to submit to the jurisdiction of the competent court in the City of Sofia, Bulgaria to resolve any dispute arising between them. Nevertheless, the Client agrees that we will still be allowed, upon our discretion, to bring a claim or apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court or jurisdiction.

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[i] Apple, the Apple logo, and Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries.

[ii] Google Pay is a trademark of Google LLC.

[iii] Garmin and the Garmin logo are trademarks of Garmin Ltd. or its subsidiaries and are registered in one or more countries, including the U.S. Garmin Pay is a trademark of Garmin Ltd. or its subsidiaries.