



Merchant Agreement with iCARD for Temporary Acquiring Service

Last update: 25.07.2023

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 (“EMIs”).

1. Legal relationship and Service:

1.1 This Merchant Agreement is between the Client and iCard AD, with seat and registered office at: Bulgaria, Varna, Business Park Varna, Building B1, PO 9009, UIN: 175325806, authorized and regulated in EU by the Bulgarian National Bank as an Electronic Money Institution with license No. 4703-5081/25.07.2011, Principal Member of Mastercard, VISA and JCB, AMEX, Union Pay and others, as defined below in Definitions (hereinafter referred to as “us”, “we”, “our”), which is entitled to provide card acquiring services under the Payment Services and Payment Systems Act implementing Payment Service Directive (EU) 2015/2366 and Electronic Money Directive 2009/110/EC.

Our Service under this Agreement will be for the:

1) acquiring of card payments with the cards on physical POS device or Virtual POS device for either of the following Card Organisations: VISA, JCB, UnionPay, Bancontact and iDEAL;

2) acquiring of card payments with cards on myPOS Glass of either of the following Card Organizations: MasterCard, VISA, AMEX, JCB, UnionPay, Bancontact and iDEAL, and

3) settlement of the funds to myPOS Limited, a company registered in the Republic of Ireland with registered number 700880 and having its registered office at 12 St. Stephen’s Green, Dublin D02 WK11, Dublin, Ireland, (hereinafter referred to as “myPOS Limited”) which will be responsible to pay the funds to the Client’s myPOS Account under the separate Legal Agreement for myPOS which the Client concluded with myPOS Limited.

Subject to all terms of this Agreement, we shall provide to the Client the Service until myPOS Limited is ready to start directly providing acquiring of payments with cards of the Card Organizations mentioned above for which the Client shall be promptly notified.

1.2 “Account”, “myPOS Account” or “account for e-money”, is a business account for electronic money, provided to the Client by myPOS Limited, to which myPOS Limited is responsible to pay the amounts due to Client from the Card Processing Services;

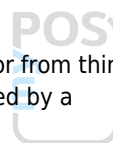
1.3. “Card Processing Services” or “Service” means the authorization of payments with the cards (present and not-present) with the logo of VISA, JCB, UnionPay, Bancontact, iDEAL and MasterCard, AMEX (only for acquiring payments received via myPOS Glass), and settlement of funds to the Account of the Client subject to all terms of this Agreement and the Rules of the Card Organizations;

1.4 Payout to Client of amounts collected via card acceptance: Subject to all terms and conditions of this Agreement we shall pay to the Client the due amounts, collected via the Service, by transferring them to myPOS Limited, which shall settle the amounts to the Client’s myPOS Account in accordance with the terms and conditions of the Legal Agreement for myPOS Service by myPOS Limited. The amount due to Client equals the funds of payments authorized and settled by the respective Card Organization, as mentioned above, less the applicable fees, charges, Reserve amounts and other possible claims that we might have.

1.5 Information on transactions: Subject to all terms and conditions of this Agreement during the term of this Agreement we shall provide to Client information on our Service and the processed transactions via the Online profile of the Client accessible online via www.mypos.com and via the myPOS Mobile App.

1.6 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.

1.7 Important: The Client will be provided with Service only after successful completion of our due diligence measures and





approval of its application.

The Client is hereby entering into contractual relations with us for the provision of the Service only after successful fulfilment of all below stated conditions precedents ("Effective Date"):

- The Client agrees with this Legal Agreement, myPOS Acceptance Policy, Privacy Policy, Tariff, as well as other legal documents regulating the Service.
- The Client has passed through all due diligence measures for identification and verification.
- The Client is approved by myPOS Limited for the provision of myPOS Service and complies at all time with the terms of the Legal agreement for myPOS Service concluded with myPOS Limited.
- The Client has a valid Legal Agreement for myPOS Account concluded with myPOS Limited.

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

1.8 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 or Mobile Application for the Service where this represents an advanced digital 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 Service. In this case, Client agrees that we will treat use of the Service by Client as acceptance of the Agreement from the moment of first use of Service.

1.9 The specifics and functionalities of the Service are set out on the website for the Service. 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 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.

1.10 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.

1.11 Acceptance Policy: Detailed rules on the use of the Service are set out in myPOS Acceptance Policy which is inseparable part of the present Agreement and with which the client agrees upon concluding this Merchant Agreement. The Acceptance Policy can be modified by us unilaterally to comply with our regulatory obligations, requirements of our correspondent banks or minimize the risks.

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 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.

2. Eligibility. Registration, 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.

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 account without delay.

2.4 myPOS Account: Client agrees that the payout of amounts due to Client from Card Processing Services shall be settled to Client's myPOS Account.

2.4.1 We shall not issue e-money to the Client. We shall settle the amounts due to Client from Card Processing Services to myPOS Limited, and myPOS Limited shall issue the e-money to the Client by paying to the myPOS Account.

2.4.2 Set-off. Client agrees that myPOS Limited can set-off any of the amounts held in Client's e-money account/s or currency balances held or controlled by Client with any fees, charges or other amounts Client owes to us. In simple terms, we are entitled to request myPOS Limited to deduct or debit such fees, charges, or other amounts that the Client owes to us under this Agreement to us from any of the myPOS Accounts the Client holds with myPOS Limited and the Client consents to such request. If such a set-off includes a currency conversion, myPOS Limited will convert the amount Client owes to us according to myPOS Limited currency exchange rate for the date of the operation.

2.4.3 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.

2.4.4 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 a security for any amount Client may owe to us. This is known in legal terms as a "lien" on and "security interest" in Client's Account.

2.5. 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

2.6. The Client understands and agrees that 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.

2.7 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 registered by us.

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

2.9 We may suspend the Service for operational reasons such as maintenance by us, by myPOS Limited providing the e-money account, 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.

2.10 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.

2.11 Occasionally we may:

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

(b) require the Client to follow instructions which it believes are necessary for reasons of security or quality; or

(c) 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.

2.12 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.

2.13 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 under this Agreement.

3.1.1 The amounts collected by the Service shall become due to Client and shall be paid by us to myPOS Limited by the end of the next business day following the day of acceptance of card transaction. It is the obligation of the EMI providing the myPOS account to display the transaction and issue the e-money in the myPOS account.

3.1.2 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 myPOS 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 30 days from the date of the Pre-authorization transaction, after which the amounts collected via the Service will be credited to the Client's myPOS account. In case the Client does not complete the Pre-Authorization transaction within the period specified above or cancels the Pre-authorization transaction ("Cancellation 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.

3.1.3 The amounts due by us to Client, as a result of acquired payments, are calculated in the following way: The amount received by us from acquiring is decreased with the following amounts due by Client to us:

(i) 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

(ii) 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

(iii) any amounts subject to withhold by us or myPOS Limited, 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.

3.1.4. Amounts, collected via the Services, which are withheld by us or myPOS Limited 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 myPOS Limited for issuing of electronic money, therefore, they are not





electronic money or available balance in Client's myPOS account for e-money or a claim of Client towards myPOS Limited or us until the reason for withholding or Reserve is rectified and these amounts are credited to the Client's myPOS account as e-money. Client shall be able to see the amounts withheld by us or myPOS Limited in the Online profile of its 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.

3.1.5 Amounts of Pre-authorization transactions are not credited to the Client's myPOS 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.

3.1.6 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 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.

3.3 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 credit 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. Refusal, reversal of unauthorized transaction and reversal of incorrect payment orders:

4.1 If we refuse to perform the Service, 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 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.

4.2 In case of unauthorized transaction via the Service we shall conduct a procedure for proving authentic and correct execution of payment transaction and if this procedure is completed in favor of Client, we shall reverse the operation and return the amount to Client's myPOS Account, less the applicable fee in the Tariff, within the deadline provided in the law.

4.3 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.

4.4 When Client receives a payment via the Service the Client is liable to us for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. 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;

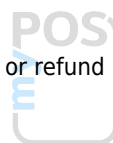
4.5 Client agrees that in case the Service is not approved for some reason or client wishes to refund full or partial amount, then the following rules shall apply:

(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

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





4.6.1 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 charge back 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.

4.6.2 We are entitled to withhold amounts to be paid to Client or request myPOS Limited to debit amounts from Client's myPOS 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 (collectively referred to as "Dispute"), including the fee owed by Client and any fees and compensations paid to the Card Organizations or other payment service provider, 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, the following will apply:

(i) In case of Dispute that is successful for the cardholder we shall 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 (off-set) from the amounts due by us to Client or by requesting myPOS Limited to debit Client's myPOS Account with the amounts due to us. In such case, we shall be entitled to request myPOS Limited to debit the e-money balance first in any currency and any account of the Client opened with myPOS Limited, and then the Reserve, if there are no sufficient funds in the Clients e-money balances. Alternatively:

(ii) In case of Dispute that is successful for the Client we shall inform myPOS Limited to release the withheld or blocked amounts to Client.

4.6.3 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.

4.6.4 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.

4.6.5 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 if the levels of chargeback, refund, reversal, or claims connected with the Client website or offers are excessive.

4.6.6 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 Client website, 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 has 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.

4.7 Other rules for use of the Service:

4.7.1 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.

4.7.2 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. We are not liable for the performance of obligation of Merchants.

4.7.3 We shall provide to Client information on on acquired and settled transactions, history of transactions, notifications to Client and other important information via email to Client's registered email or via the online account of Client, via SMS to the registered mobile phone of Client or via the website for the Service.

4.7.4 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 administration fee. 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.

5. Reserve, Hold/Pending and other Protective Actions:

5.1. We shall be entitled to withhold a Reserve the acquired Client's funds for securing the performance of the Client's obligations under this Agreement and the applicable laws and Regulations. The Reserve is kept with myPOS Limited to which we settle the funds from the accepted card payments. The Reserve is percentage ("Reserve Percentage") of the amount of the processed card transactions that are acquired by us. 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 is displayed in your myPOS Account. 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 as a Reserve will be kept by 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 or these of myPOS Limited. All amounts kept or myPOS Limited as a Reserve will be displayed in the Online profile 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.

5.2. 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) request myPOS Limited to release the excess amount and cease to keep it as Reserved and credit it to the Client account or
- (ii) lower the Reserve percentage.

5.3. 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.

5.4. 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, 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 other parts of the Services. We may contact the customers of the Client, on Client's behalf, in the event that we are investigating potential fraud.

5.6. 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. We shall reserve the right to reassess Client's eligibility for the Service if Client's business is materially different from the information provided by Client upon subscription for the Service.

5.7. Client liability is not limited to the amount of the Reserve or Hold/pending amounts. We are entitled to request myPOS Limited 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. myPOS Limited 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.

6. Protection of Client personal information and Financial Secrecy:

6.1 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. We only record information which serves to fulfil our duties and do this solely within the scope of the service provided to Client. 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

6.2 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 a or international laws to disclose Secret Information in so far as the declaration of such Secret Information is:

- a) required in terms of any provision of law in any jurisdiction, under the applicable laws;
- b) required in terms of an order of a Court of law, prosecution office, or police or tax authority, bailiffs, or other authority or agency investigating a criminal or administrative offence (not limited to money laundering or terrorism financing) or a breach of any law by Client;
- c) required for any proceedings by us against the Client for recovery of sums due to it in terms of the business relationship or for defending itself against any claim with regard to services provided to Client in connection with which the secret information has been obtained by us;
- d) otherwise permitted by the Client including when Client requires us to provide a reference or a status report to a third party or by any applicable law;
- e) required by us for the purposes of acquiring of cards, card transactions authorizations and processing, processing of claims (chargebacks or fraud) for cards with the logo of the Card Organizations, including but not limited to full KYC data and files on the customer.

6.3 In accordance with the provisions of the Law, by accepting this Legal agreement, the Client consents to disclose information about Client, acquired during the course of the relationship in the circumstances specified hereunder:

- a) to any of our professional advisers (including but not limited to financial, legal and other advisers as might be engaged from time to time), or to any actual or potential assignee or transferee of our rights against the Client, or to any person who may otherwise enter into contractual relations with the us in relation to the business relationship with the Client;
- b) when the information is required to be disclosed or is requested in the course of a due diligence exercise;
- c) when the information is required in the normal course of business with institutions or other persons who are normally bound by similar obligations of secrecy.

6.4 Client agrees to the use of Client data in accordance with the Privacy Policy. The Client expressly agrees for the use and the communication of Client's personal data to us.

6.5 Client Identity Verification for Anti-Money-Laundering Requirements and Fraud detection:

(a) Client acknowledges that we are offering and continues to offer the Services to Client on the condition that Client satisfies all due diligence and identity checks that we may conduct, and that Client complies with ours, Card Organizations', and regulatory anti-money-laundering requirements. Identity checks may include credit checks, anti-money-laundering checks required by relevant legislation, checks required by card associations and checks to meet relevant regulatory requirements. Client will provide all assistance requested by us in carrying out such checks and determining compliance with anti-money-laundering requirements, including the provision of such additional registration or identity verification information as we may require at any time.

(b) Client consents to sharing with and obtaining from third parties, both inside and outside the European Economic Area, and to the extent permitted by law, information held about Client, including personal data as defined under relevant data protection legislation, for conducting applicable due diligence and identity checks, and Client agrees that such third parties



may retain the information shared in this way.

(c) Non-satisfaction of the conditions in this clause, including that Client provides information requested by us to conduct identity verification or determine compliance with anti-money-laundering requirements, may result in decline or immediate suspension of the Client's use of the Service and/or also termination of this Agreement without prior notice to Client.

7. Restricted Activities:

7.1 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 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**, 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.

7.2 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';

(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;

(viii) Use of the Service for any sale of 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.

(ix) Send unsolicited email/SMS/invitation to a user of the Service or third party or use the Service to collect payments for sending, or assisting in sending, unsolicited email/SMS/invitation to third parties.

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

(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.

(xii) Allow the account to have a balance reflecting an amount owing to us.

(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.

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

(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;

7.3 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:

(a) 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

(b) 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;

(c) Client has not been fully identified or verified by us, upon our single discretion;

(d) 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

(e) Other important reasons, upon our discretion, such as risk and compliance;

7.4 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.

7.5 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 registration for or continued use of the Service.

7.6 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 have 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.

7.7 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).

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

7.9 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.

7.10 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.

7.11 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.

7.12 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 payment card, insufficient balance in the account, use of Card without name of cardholder 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.

7.14 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.

8. Service Fees. Currencies and Currency Conversion Fees

8.1 We will display the Fees for the Card Processing Services in the Tariff. 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.

8.2 Currency conversion: If transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by myPOS Limited for the day of the payment of the funds from the accepted card payments to the Client's myPOS Account.

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

9. Client liability:

9.1 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.

9.2 "A". 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 3 (three) 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 3rd parties or damaged by the Client or 3rd parties after the approval of the transaction.

9.3 Client shall be entitled to redress losses from unauthorized transactions, excluding fees or interest or profits lost, incurred by Client as a result of unauthorized transactions with the payment instruments of the Client, provided by the Service, if the Client has informed us on the unauthorized transactions without undue delay and not later than 7 (seven) days after the date of the unauthorized transaction and provided that there is no negligence or wilful misconduct on behalf of the Client, or Client's agents or sub-contractors. Where Client is entitled to redress, we will refund the amount, less applicable fees as per Tariff in reasonable time, after expiry of deadlines for chargebacks or other deadlines for protection of our legal interests.

9.4 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 its employees, agents or sub-contractors, or 3rd 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 3rd 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, charge back, including, but not limited to amounts and fees debited or charged by Card Organizations for charge back, initiated by Client or 3rd 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 3rd 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.

9.5 Clients liability in relation to Intellectual property rights and publicity:

9.5.1 Subject to all terms and conditions of this Agreement, we authorize the Client and Client agrees to use the logo and Marks of the 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.

9.5.2 Intellectual property rights in (1) any software or documentation supplied by us to the Client for or in connection with the Service, and (2) any 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. 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.

9.5.3 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 and grants to Client for the duration of this Agreement a non-exclusive, non-transferable license to use the software, documentation or other materials for that purpose only and in accordance with this Agreement.

9.5.4 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.

9.5.5 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 and may not be assigned or sublicensed in full or in part.

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

9.5.7 Client shall grant to us 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.

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

9.6. 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 European Central Bank rate for each day of delay from the date of delay until payment of the full amount.

9.7. 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 of Client's funds which must be settled to its myPOS Account until all outstanding fees, costs, charges, expenses, and liabilities due to us have been paid in full.

10. Termination of Agreement

10.1 Client acknowledges and agrees that we may stop providing the Service to Client, as provided in the Agreement or after a request by myPOS Limited or by a Regulator. 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. Client agrees that this Agreement is only for a temporary period, until the Service as defined in 1.1. above starts to be provided by myPOS Limited, for which the Client shall be duly notified.

10.2 If Client wants to terminate legal Agreement with us, Client may do so immediately and without charge for termination at any time by:

a) Notifying us, in accordance with clauses for communication by Client to us below.

10.3. 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, including laws in favor of the consumer. Client will remain liable for all obligations arising under this Agreement even after Termination of Agreement and/or closing of account.

10.4 We may, at any time, suspend the Service and terminate the Agreement with Client and may end its access to the Online Profile without notice and with immediate effect in either of the following circumstances:

a) Client has breached any material provision of the Agreement or law or Regulations of Card Organizations or other Organizations; or

b) 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

c) 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 1 (one) month twice or more during 6 (six) consecutive months, after Client has been invited to pay the due amounts via email; or

d) 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 will be reported in data bases of Card Organizations, used by all banks, payment institutions and other members of Card Organizations.

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

f) 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.

g) 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.

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

10.6 Death and Change in Legal Status

10.6.1 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 Headquarter (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.

10.6.2 Legal Entities: If 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 and 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.

11. Limitation of Warranties:

11.1 We make no express warranties or representations with respect to the provision of the Service. In particular, we do not warrant to Client that:

- a) Client use of the Service will meet Client requirements or expectations;
- b) Any information obtained by Client as a result of use of the Service will be accurate or reliable.

11.2 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.

12. Limitation of Liability:

12.1 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.

12.2 Subject to Clause 12.1 above, we will not be liable to Client for:

- a) 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;
- b) Any loss or damage which may be incurred by Client as a result of:
 - (i) 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;
 - (ii) The deletion of, corruption of or failure to store any communications data maintained or transmitted by or through Client use of the Service;
 - (iii) Client failure to provide us with accurate account information; and
 - (iv) Any fraudulent use of the Service by Client or third parties;
 - (v) Any compensation for fees or interest paid or levied on Clients as a result of non-performance or incorrect performance of a payment transaction.
 - (vi) 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.

13. Changes to the Agreement:

13.1 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.

13.2 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.

13.3 Nothing in this Section will limit:

- a) 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 the Website for the Service; and

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

14. Communications and Notices:

14.1 All information will be made available or provided to Client in an easily accessible manner in English language or other language supported by us, in a clear and comprehensible form. For each transaction made through the Service we shall provide to the Client in Client's online account for myPOS Service 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.

14.2 Statements, notices and other communications to Client may be made by mail, email, postings on the Website for the Service, by notifications in Client's online account for the Service, chat service or other reasonable means.

14.3 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 after the sign-up 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.

14.4 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.

14.5 Any legal notice 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.

14.5.1 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 Center 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 support@mypos.eu or support@mypos.com, or via chat available in the online account of the Client;

14.5.2 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 support@mypos.eu or support@mypos.com;

14.5.3 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 support@mypos.eu or support@mypos.com, or via chat available in the online account of the Client;

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

15. General legal terms:

15.1 Unless otherwise expressly stated in the Agreement or Fees, all amounts stated in the Agreement are in EURO (EUR).

15.2 Sometimes our agents or sub-contractors may provide all or part of the Service to Client on our behalf for which we shall inform the Client. Client acknowledges and agrees that we have the right to use agents and sub-contractors to provide the Service to Client.

15.3 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 (but excludes any services which we may provide to Client under a separate written agreement) and completely replaces any prior agreements between us and Client in relation to the Service.

15.4 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.

15.5 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.

15.6 Client may not assign Client rights under the Agreement or otherwise sub-contract or transfer any of Client rights or obligations under the Agreement without our prior written consent.

15.7 We may transfer or assign our rights and obligations under the Agreement to a third party, including myPOS Ltd, which is licensed to provide acquiring services 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. The Client hereby agrees irrevocably that upon readiness of myPOS Ltd (Ireland) to effectively provide the acquiring services to the Client for all Card Organizations we shall terminate this Agreement or the respective services with 2-month Notification.

15.8 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 Complaints 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 the Service:

Conciliation Commission for Payment Disputes on the following address:

Bulgaria, Sofia, 1 Vrabcha street, fl. 4, Mobile number: +359 2 9330565;

Telefax: +359 2 9884818;

E-mail: adr.payment@kzp.bg;

Website: www.kzp.bg and <http://abanksb.bg/pkps>.

entitled to offer out-of-court solution, which have to be accepted by both parties.

15.9 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 the Member's 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 Institutions.

15.10 "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 is granted personal, limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to electronically access and use the myPOS Service. Client 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.

15.11 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. In simple terms, nonexclusive jurisdiction of the Bulgarian courts, located in Sofia, Bulgaria means that if Client was able to bring a claim arising from this Agreement against us in a Court, an acceptable court would be a court located in Sofia, Bulgaria, but in case Client is qualified as a consumer under the applicable law, the Client may also elect to bring a claim in the court of the country as per Client's location or residence

18. Definitions:

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

"Card Organizations" for the purposes of this Agreement means MasterCard, VISA, AMEX, JCB, Union Pay, Bancontact and iDEAL;

"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;

"iCard" means iCard AD, having its seat and registered office at: Bulgaria, Sofia, 76A James Bourchier Blvd., PO 1407, UIN: 175325806, authorized and regulated in EU by the Bulgarian National Bank as an Electronic Money Institution with license No. 4703-5081/25.07.2011, Principal Member of MasterCard, VISA, JCB, UnionPay, AMEX and other Card Organizations and providing the acquiring services for VISA, JCB, UnionPay, Bancontact and iDEAL.

"myPOS Limited" means company registered in the Republic of Ireland with registered number 700880 and having its registered office at 12 St. Stephen's Green, Dublin D02 WK11, Dublin, Ireland, (hereinafter referred to as "myPOS Limited"), authorised as Electronic Money Institution by the Central Bank of Ireland, providing the e-money services, e-money accounts (myPOS account), myPOS Cards, acquiring services for the Card Organisations and other payment services in all EEA countries, under EU Passport rules.

"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 for card not present transactions. myPOS Online service is described in detail on the website for the Service;

"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.

"myPOS Glass" is a software payment solution that converts a mobile phone device to function as a POS terminal.

"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 Technologies AD solely and is not an e-money account, neither it is issuing of e-money, distribution or e-money redemption or any other payment services.

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

"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 or the activity of the Financial Institution, the Member, 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;

"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 belongs to the group of companies of myPOS Limited, 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 information to Client prior to entry into Agreement 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.

