myPOS Return Policy

Last updated: 15.06.2023

Welcome to myPOS online and retail stores operated by myPOS Services EOOD, with address defined below in Contact Us, part of myPOS Group (referred to as “myPOS, “We”, “Us”, “Our”).

At myPOS, we want you to be delighted every time you shop with us. Occasionally though, we know you may want to return items. You also have statutory rights to do so when the goods are not as described, not fit for purpose or not of satisfactory quality.

myPOS **Return policy** aims to describe the steps which you must follow when you wish to return your myPOS Package or other products (“myPOS Products” or “Product”) purchased from our online or retail stores or from our authorized Distributors. This Return policy is part of the Conditions of Use of myPOS Store.

myPOS may, but is not obliged to, apply this return policy and/or proceed to a refund in case the Client wishes to return a myPOS Product because the Client cannot use myPOS E-money or payment services for compliance, risk or security reasons.

I. Always contact us or the Distributor in case of Return

In case you have an issue with your myPOS Product, purchased from us or from our authorized Distributors, or in any case in which you wish to return a myPOS Product, you must first contact us by email at returns@mypos.com or get in touch with the Distributor from which you bought the Product. You must describe the issue or request more information regarding the myPOS Product. We may suggest that you exchange your Product for another item, which may be more suitable for you. We will do our best to provide you with the best solution as soon as possible.

II. Voluntary Return Policy:

1. **You can return most Products** purchased from myPOS stores or our authorized Distributors within 60 days from the date of purchase of the Products and if the following conditions are met:

- Products are complete and are in an unused and undamaged condition, and
- You provide or send us the original or a clean and true copy of the invoice or receipt for the purchase of the Products you intend to return, and
- **Please note** that you must return each item in the same condition in which you received it. This means that items must be returned **new, unused and complete.**

Please note that this return policy doesn't affect your statutory rights and therefore doesn't affect your right of cancellation if you qualify as a consumer and have bought a Product online or out of the store (distance sale) as a consumer.

The following Products cannot be returned under the Voluntary Return Policy (unless defective):

- Goods, terminals or cards customized according to your specifications or clearly personalized
- A service, if the supplier has fully performed it;
- Digital content (including apps, digital software, virtual cards) which is not supplied on a tangible medium.

2. Refunds:
In case the conditions for the Returns above are satisfied, you will get a full refund of the amount that you paid for the Product as stated on the invoice. Refunds will be transferred to your card used for payment or via a bank transfer to your bank account held in a reliable bank.

Note: Refunds in cash are not possible even if you paid in cash, whether in store or to an authorized Distributor

Note: Your refund request will be processed instantly. However, it may take 5-7 business days for it to appear on your payment card or bank statement. We may determine upon our discretion that a refund can be issued without a return. In this case we will notify you via e-mail.

If your refund doesn't appear in Your Account, and the processing time for your payment method has passed, please contact us for further assistance.

Please be note that it may take up to 2 weeks for us to receive the returned item and process your return depending on the type of carrier service you have chosen.

3. Refund of shipment costs and return postage costs

We'll refund your shipment and/or return costs for returned myPOS Products in compliance with the above conditions and up to our standard delivery option cost, if:

- You received a wrong item, or
- You received a damaged item, or
- You received a defective item.

III. Standard Warranty. Extended Warranty.

1. Standard Warranty

Your myPOS Terminal has 1 (one) year warranty from the date of purchase of the Products, included in the price of the purchase, which covers the myPOS terminal and the original accessories included in the package. This means that within the period of that Standard Warranty we can replace your defected terminals or defected accessories free of charge. The warranty does not cover any cables, accessories, plugs, or power supply units or other items **different** from those originally included in the myPOS Package, but delivered later additionally.

We shall not be liable for any damages or defects to myPOS terminal, caused by improper use or by accident, malicious damage, hazard, excess humidity, liquid ingress, electrical stress, or other environmental conditions not commonly found in a normal and safe working environment.

You must keep the warranty sticker on the left side of the myPOS terminal intact as a condition to exercise your right of replacement under the Additional Warranty. Any traces of tearing, splitting or other kind of ripping the sticker apart will deprive you of your right under the Standard Warranty.

2. Extended Warranty

2.1. The Extended Warranty is a service that allows you to expand the Standard Warranty of your myPOS Terminal device, included in the price of the device, by purchasing additional +1 (one) or + 2 (two) years of warranty for your myPOS Terminal.

Extended Warranty is not available for devices that are in exploitation for more than 4 years.

2.2. Sale Channels

2.2.1. myPOS Account. When buying a myPOS Terminal from our trusted distributors or if you already have a myPOS Terminal, not older than 4 years, you will be able to purchase an Extended Warranty from your designated online account in mypos.com. When purchasing your Extended Warranty from this sale channel, you must first ensure that your myPOS Terminal is activate otherwise the Extended Warranty will not be available to you.

2.2.2. myPOS Online Store. When buying a myPOS Terminal from our myPOS Online Store at www.shop.mypos.com you will be offered the option to purchase an Extended Warranty to the myPOS Terminal you have chosen to buy from us.

2.3. The price of the Extended Warranty depends on the model and the years of exploitation of the myPOS Terminal. You may review the prices at our myPOS Online Store or from your online account at mypos.com.

2.4. Payment. We or our trusted distributors will charge you directly for the price of the warranty. Depending on whether you have purchased your myPOS Terminal from your online account at mypos.com or from our myPOS Online Store the price may be deducted automatically from the available balance of your myPOS Account or may be paid with your credit/debit card at the checkout of myPOS Online Store.

2.5. The status of your Extended Warranty shall be visible at your online account at mypos.com. After you have successfully purchased the Extended Warranty, we shall send you a written confirmation to your registered email for myPOS Service. You will also be able to check all your purchased Extended Warranties for your myPOS Terminals in your online account for myPOS Service.

2.6. The Extended Warranty covers the myPOS Device, including any cables, accessories, plugs originally packaged in your myPOS Package.

IV. Replacement of defected terminals

1. How to replace a defected myPOS Terminal or accessories? In case your myPOS terminal has a technical defect and is not functioning, you are entitled to return it and have it replaced within the period of your warranty. To make the replacement you must follow these steps:

1.1. You must contact us at returns@mypos.com or the Distributor from which you bought the Product prior to return and explain the assumed defect, so that we can try to rectify the defect remotely, thus saving you time and costs;

1.2. If we or our Distributor instructs you to return the defected Product, you must place the Product and all the original accessories and paper documentation initially accompanying the defected myPOS terminal in the original box in which it was purchased. You must keep with you the payment card received along with the package;

1.3. Before you send the Product back, you must ensure that the Product is packed in a way suitable for transportation that will ensure protection from any mechanical damages or wear out during the transportation;

1.4. You have to provide or send us the original or a clean and true copy of the invoice or the receipt for the purchase of the Products;

1.5. When returning a Product to us you must always fill in the Return form available here and send it to us attached with the returned Product. Without Return form your request for Return will not be processed.

1.6. The defect must occur within the valid period of the warranty. We may, but we are not obliged to, replace defected Products even when the defect has occurred after the warranty period has expired.

2. Replacement. In case you return the Package with the defected myPOS terminal or accessories, we or our authorized Distributor will do our best to replace it immediately and, in any case, not later than 14 days from the date of receipt by us or by our Distributor. A repaired or replaced myPOS terminal will be warrantied for the unexpired time of the initial Additional warranty.

2.1. We shall not replace your myPOS terminal or accessories and you shall not be entitled to any refund if it is determined that you have caused the defect of the returned myPOS terminal/accessories.

2.2. If we determine that the returned myPOS terminal or accessories do not have any defect and is/are functioning, we reserve our right to charge your myPOS account with a Handling fee amounting to 20.00 (twenty) EUR, plus all shipping costs if such incurred. You agree that the Handling fee may be debited from your myPOS account in our favor upon our request to the Financial Institution providing your myPOS Account. The returned myPOS terminal will be kept by us if meanwhile you have received a new myPOS Package as a replacement from us or from a Distributor. Otherwise it will be shipped back to you.

Please be advised that in case you have any outstanding due payments to us, myPOS Payments Ltd. or its affiliated companies or Distributors, we will complete the return procedure only after your obligation is paid.

V. Where to return myPOS Products

When you return myPOS Products in any of the described cases above (right of withdrawal or defected myPOS) you must take into consideration the following:

You can return myPOS Products to any of the following locations:

- myPOS Services EOOD, Business Park Varna, Building 6, fl. 1, 9023 Varna, Bulgaria
- myPOS retail stores – please check mypos.com to find a myPOS store
- Our authorized Distributors – if you are not sure about a Distributor, please contact us at returns@mypos.com;

You must always use secure Post Services if you prefer returning a Product by post.

If you need to contact us by post or to file a complaint or legal claim in relation to a Return or Refund for a myPOS Product, please use the following address:

myPOS Services EOOD Business Park Varna Building 6, fl.1 Varna 9023, Bulgaria Customer Service

To ensure a faster response, please send us an email to returns@mypos.com.

VI. Disposal

You are not allowed to dispose of the myPOS terminal, including its battery or other components together with the general household waste, but only in the special designated places for disposal of electronic devices.

If you decide to stop using the myPOS Terminal, we advise you to contact us with a request to deactivate your myPOS Terminal from your myPOS Account.

VII. Law and Jurisdiction

You agree to submit to the non-exclusive jurisdiction of the competent court in the City of Sofia, Bulgaria to resolve any dispute arising from the sale, purchase, return or refunds of myPOS Products. The applicable law regulating the relations between us under the present Return policy as well as regulating the disputes arising from the sale, purchase, return or refunds of myPOS Products will be the Bulgarian law. You agree that we are still 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. In cases in which you act in your capacity of a consumer, all disputes arising from the sale, purchase, return or refunds of myPOS Products can be brought to the jurisdiction of the competent court as per your domicile.