## myPOS Private Label GiftCard Program Terms and Conditions

Last update: 23.11.2017

### Welcome to myPOS Private Label GiftCard!

"**GiftCard**" or "**Giftcard Private Label**" ordered via myPOS platform is a private label instrument issued by the Merchant to its customers. "myPOS" and "GiftCard" are TM licensed to use by myPOS Europe Ltd and its affiliated companies, like myPOS Services Ltd (defined below), distributing the inactive plastics. Placing an order for GiftCards via myPOS platform or paying, or issuing as a Merchant the GiftCards in any other way, you agree to be bound with this Terms and Conditions. These Terms and Conditions do not apply to the end-user of the GiftCard.

GiftCards is a customer retention tool offered via myPOS Platform for production and delivery to myPOS Merchant of private label GiftCards bearing only logo and design chosen by the Merchant and which stored value can be used only to buy goods or services by the Merchant. Merchant is allowed to use the GiftCards as a marketing, promotion or sales tool for its business by issuing them to its end customers (referred to as "customers" or "end-users" or "holder of GiftCard"). Merchant issues to its customers GiftCards with stored value (referred to as "balance"). The Merchant is obliged to redeem the stored value of the GiftCard for goods and services only in its commercial premises upon request by the holder of the GiftCard.

### GENERAL

• Merchant may provide the private label GiftCard to its customers as instruments allowing the customers to acquire goods or services only in the premises or stores of the Merchant against the amount of the value stored in the GiftCard. GiftCards may be used by customers until the balance in the card is fully spent.

• Merchant understands and acknowledges that GiftCards is not bearing the logos of the Card Schemes and therefore may only be used by customers for transactions on myPOS terminal (physical and virtual) of the Merchant.

• The private label GiftCards may not be reloaded. The GiftCards or its balance do not represent electronic money under the meaning of Directive 2009/110/EC or a claim of the holder against myPOS Europe or any of its related companies or affiliates, like myPOS Services Ltd or others, or any third party. The stored value in the private label GiftCards is not protected by any compensatory schemes.

• These Terms do not regulate the provision of payment and financial services under myPOS Service, such as, but not limited to, access and use of myPOS E-money account and use of all payment services, which are subject to a separate Legal Agreements with relevant Financial Institution.

### ORDER, PRICE, PAYMENT AND DELIVERY

• By clicking "Accept" or "Agree" with the Terms, during the steps of placing an order for GiftCards via myPOS Platform or by ordering in another way or actually issuing private label GiftCards, the Merchant agrees to the present Terms and gives its irrevocable consent for order, purchase and delivery of GiftCards under these Terms, which may be updated from time to time.

• Merchant agrees that a valid order is submitted only after the Merchant pays the price for the plastics, specified in the order form, which may include VAT (if applicable) and may include shipping costs via some of the accepted ways of payment. The total price and the shipping costs of the GiftCards shall be displayed upon the order. GiftCards shipped outside of the EEA may be charged a duty based on the country in which the Merchant is located. myPOS Services is not responsible if such charges are applied.

• Merchant agrees that upon submitting the order the Merchant will be asked to specify its delivery address to which the ordered GiftCards will be shipped. Merchant agrees that orders to be shipped to address different from the address, which the Merchant has specified in the myPOS account may be delayed or declined, for which myPOS Services shall not be kept liable.

• Merchant agrees that any orders must be approved by myPOS Services before being sent to production. myPOS Services has full discretion to refuse a certain order for which it will not be held liable by the Merchant.

• myPOS Services may contact the Merchant via phone, e-mail, or post mail or other applicable communication channel regarding any submitted order via myPOS Platform.

• Merchant agrees that the price and shipping costs are not refundable once the cards are produced with the design chosen by the Merchant and respectively dispatched to the address of the Merchant. The Merchant bears the risk of losses or damages to the plastics once the shipment arrives at the address of the Merchant. The Merchant agrees that if the Merchant is not able to

accept the delivery of the plastics, the Merchant may be charged with additional shipping or transportation costs.

• Merchant is obliged to accept the shipment of the plastics and to check the plastics and inform myPOS Services of any damages due to printing or transportation. myPOS Services shall be liable to replace on its own cost only plastics, which are damaged due to printing or transportation and only if Merchant has sent an e-mail for this within 7 (seven) days after delivery of the shipment to Merchant address. myPOS Services is not liable for the exact colors or brightness of the colors of the design of the plastics and Merchant agrees that because of the printing process they might be some difference between the colors of the actual logo or signs or design of the Merchant and between the printed card.

## LOADING

• Merchant acknowledges and agrees that GiftCard must be issued and loaded with balance via its myPOS terminal before distribution to its customers. The balance with which each GiftCard is loaded and which remains to be spent shall be visible in Merchant's myPOS Online account/ Merchant Services/GiftCards, only for information purposes and it does not represent e-money or available balance for payment services held by the Merchant. Merchant agrees that in case Merchant stops using myPOS terminal or myPOS account or does not have balance in myPOS account for any reason, myPOS Services or its affiliated companies shall not be liable to return the price of the plastics to the Merchant or to compensate the Merchant for any shipping or transpiration costs or any other damages.

• Merchant agrees that a loading fee of 1 (one) euro will be charged for loading operation of each GiftCard. Merchant agrees that the loading fee will be collected from Merchant's myPOS Account by the Financial Institution providing the e-money account, for which the Merchant agrees irrevocably. Merchant is not allowed to deduct the loading fee from the balance with which the GiftCard is loaded or to add it to the purchasing price with which the customer is charged or to pass it in any other way on the customer.

• Merchant acknowledges and agrees that the GiftCards are distributed by the Merchant to its customers loaded with a balance. Merchant may collect from its customers prices for the GiftCards. myPOS Services is not a party to the sale of GiftCards from Merchant to its customers and shall not bear any liability in relation to that sale or the relations between the Merchant and its customers.

## ACTIVATION AND REDEMPTION

• After the selling of the GiftCard to a customer and prior to its use the GiftCard has to be activated by the customer at the following web page: www.giftcards.eu.

• Upon activation, the customer will be informed by the Merchant that the GiftCard is not e-money and can only be used to buy goods or services from this Merchant. If the Merchant has a deadline or expiry date for the use of the GiftCard the Merchant has to clearly put this expiry date on the GiftCard or otherwise inform the customer.

• When Merchant distributes the GiftCards to its customers, Merchant is obliged to redeem the stored value in the GiftCards cards for goods/services in its premises or stores up to the total amount of the balance in the card, without any fees, conditions or limitations of any kind. Merchant agrees that in case Merchant does not redeem the cards in Merchant's store or point of sale or in other way is in breach of the law, the good and fair commercial practices, or is in breach of its Legal Agreement for myPOS Service the Program may be discontinued temporarily or permanently without any compensation to Merchant.

## DESIGN AND PRINTING

• Merchant may choose between different ready-made designs, provided in the Platform, and modify them by using the personalization options that are available. Merchant is free to choose the text on the face and the back of the ordered plastics for GiftCards with the exception of any mandatory text that is inserted by default.

• Merchant may be allowed by the Program to submit its own design materials for the production of GiftCards. Merchant must ensure that all technical specifications regarding the design materials indicated in the Platform during the ordering process are fulfilled. In case the Merchant does not comply with the technical or other specifications the order may not be processed.

• Some elements like background and mandatory default text on the back, as well as the 16-digit number are non-editable and represent mandatory elements of the card in order to be fully functional. Merchant is not allowed to change the mandatory elements in the card and text on the back of the card

## SHIPPING

• The Merchant agrees that the ordered GiftCards will be delivered within 5 (five) business days as of the date the order was

submitted via myPOS Platform. In case of any delay in the delivery Merchant must contact myPOS Services. If an order must be delivered to the Merchant by a specific date, please contact myPOS Services via e-mail to giftcards@mypos.eu in order to check production schedule and shipping options.

• As shipping is performed by a third-party forwarder company myPOS Services makes no guarantee about time necessary for completed delivery and Merchant assumes full risk of possible delivery delays.

## INTELLECTUAL PROPERTY

• Merchant grants to myPOS Services a nonexclusive, worldwide, and royalty-free license to: reproduce, perform, display, analyze, and use the design materials, provided by the Merchant in the cases where the Merchant chooses its own design of GiftCard, in connection with (i) the production, distribution and marketing GiftCards. Merchant authorizes myPOS Services without limitations to use samples of any card or other product the Merchant has chosen as a design in the course of ordering GiftCards for promoting and marketing purposes.

• Merchant represents and warrants that the Merchant has all intellectual property rights, including all necessary patent, trademark, trade secret, copyright or other proprietary rights, in and to the materials provided to myPOS Services for production of GiftCards with a design prepared by the Merchant. If Merchant uses third-party materials, Merchant represents and warrants that Merchant has the right to use the third-party material. Merchant agrees not to submit material to myPOS Services that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless Merchant has permission from their rightful owner to submit the material.

## LIABILITY

• myPOS Europe or any of its related companies and affiliates, like myPOS Services Ltd assumes no liability whatsoever to Merchants for any lost business or other damages, real or constructive, whether arising from production errors or delivery delays of GiftCards. Our liability shall not in any case exceed the cost for replacement of products deemed defective.

• myPOS Europe or any of its related companies and affiliates, like myPOS Services Ltd do not refund, cancel or credit if the service failure is caused, in whole or in part, by: Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labour disputes or disturbances, civil commotions or hazards incident to a state of war, local or national disruptions in ground or air transportation networks or systems due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, or other circumstances beyond our control.

• Merchant acknowledges and agrees that sales of goods and services performed to customer via GiftCards are transactions solely between the Merchant and its customer and not with myPOS Services or any of its agents or affiliates. Therefore, myPOS Services is not liable for the performance either of the obligation of Merchant or of the customer.

• In any event, Merchant agrees to defend, indemnify and hold myPOS Services harmless from and against any and all third party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or accruing from 1) Merchant’s breach of these Terms or 2) the use of GiftCards by Merchant’s customer 3) any visual material provided by the Merchant for the production of the ordered GiftCards that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy. Merchant should not jeopardise the reputation of the TM GiftCard and/or myPOS in any way. Otherwise the program may be discontinued without any compensation.

## MISCELLANEOUS

• These Terms and Conditions may be changed by myPOS from time to time with reasonable notice, unless changes are required for risk security or regulatory reasons, and myPOS Services shall upload the updated version in Merchant’s myPOS online account for the Service. The change will be with immediate effect.

• Protecting Merchant’s privacy is very important to myPOS Services. Merchant must read myPOS Privacy Policy, part of this Legal Agreement, to better understand the commitment of myPOS Services to maintain Merchant’s privacy, as well as any use and disclosure of Merchant’s information by myPOS Services.

• myPOS Services may terminate the Program at any time if it is required by the law or the Merchant breaches any of the Terms hereby or the Legal Agreement for myPOS Service. In case of termination the cards that are ordered but not yet issued by the Merchant to its customers shall be disabled.

• For any complains or requests related to private label GiftCards, Merchant has to contact us via Merchant registered e-mail for myPOS account at our e-mail: giftcards@mypos.eu

• The present Terms shall be governed by the laws of Bulgaria, subject to Merchant's local mandatory rights. Any disputes arising from the present Terms shall be brought for resolution by the competent court in the city of Sofia, Bulgaria.

• myPOS Services Ltd, means a company affiliated to myPOS Europe Ltd, namely myPOS Services Ltd, with address: Business Park Varna, Building 1, Varna, Bulgaria, giftcards@mypos.eu.