## myPOS Return Policy

**Last updated: 23.11.2017**

Welcome to myPOS's online and retail stores operated by myPOS Services Ltd (defined below in Contact Us), an affiliated company to myPOS Europe Ltd ("myPOS, "We", "Us", "Our"), located at 25 Canada Square, Canary Wharf, London, UK.

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 where 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") 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, upon its sole discretion apply this return policy and/or proceed to a refund in case when a Client wishes to return a myPOS product because the Client cannot use myPOS E-money or payment service 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 you wish to return a myPOS Product, you must first contact us by email at help@mypos.com or by calling our phone numbers described on www.mypos.com or the Distributor from which you bought the product and describe the issue or request more information regarding the purchased myPOS terminal. We may suggest you to 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 fast as possible.

### II. Our Voluntary Returns Policy Within 30 days:

**1. You can return most products** purchased from myPOS stores or our authorized Distributors within a period of 30 days from the date of purchase of the products 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 returns 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 Returns 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, we will refund to you the price for the product as stated in the invoice for the product. Refunds will be made to your card used for payment or via a bank transfer to your bank account in a bank acceptable to us.

**Note: Refunds by us in cash are not possible even if you paid for a product in cash 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 display on your payment card or bank statement. myPOS may determine upon its discretion that a refund can be issued without requiring a return, for which 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, kindly contact us for further assistance.

**Note: In case you choose to send your item through** a carrier and the latter has received your item, which you would like to return, it can take up to 2 weeks for us to receive and process your return.

**3. Refund of shipment costs and return postage costs?**

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

- you received an incorrect item, or
- you received a damaged item, or
- you received a defective item.

## II. Additional warranty for myPOS Terminals. Replacement of defected terminals:

**1. Additional Warranty.** Your myPOS Terminal is covered by 1 (one) year warranty, as of the date of purchase of the products, which covers myPOS terminal and the original accessories included in the package. This additional warranty means that within the period of the warranty we can replace your defected terminals or defected covered accessories free of charge to you. The warranty does not cover any cables, accessories, plugs, or power supply units or other items **different** from those originally contained in the myPOS Package.

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 safe working environment.

**2. 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:

2.1. You must contact us at help@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;

2.2. 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;

2.3. Before you send us back the product, you must ensure that the returned product is packed and covered with package suitable for transportation that will ensure protection from any mechanical damages or wear out during the return transportation;

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

2.5. You must always download, fill in and send us together with the returned device the Return form available on the following link: .....

2.6. The defect must occur within the valid period of the warranty. myPOS may, but is not obliged, upon its sole discretion replace defected products even where the defect has occurred after expiry of the warranty period.

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

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

3.2. 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 in the amount of 20.00 (twenty) EUR, as well as all costs for shipping to you if such are 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 you have received a new myPOS Package as a replacement from us or from a Distributor or otherwise it will be shipped back to you.

We advise you that in case you have any outstanding due payments to myPOS or its affiliated companies or Distributors, we

will service you only after your obligation is paid back to us.

## III. 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 upon your convenience:

- myPOS Services Ltd, Business Park Varna, Building 1, fl. 3, 9023 Varna, Bulgaria
- myPOS retail stores – please check www.mypos.com to locate a retail myPOS store
- Our authorized Distributors – if you are not sure about a Distributor, please contact us at help@mypos.com

You must always use secured Post Services to make the return if are sending products over mail.

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 write to:

myPOS Services Ltd
Business Park Varna
Building 1, fl.3
Varna 9023, Bulgaria
Customer Service

To ensure a faster response please write to help@mypos.com.

## IV. 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.

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

## V. 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 for disputes arising from the sale, purchase, return or refunds of myPOS products will be the Bulgarian law. You agree that we still are 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.