User Agreement for myPOS Service

Last update: 23.11.2017

Welcome to myPOS!

"myPOS Service" is a FinTech multi-banking 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 or Credit Institutions ("Financial Institutions"), licensed by us to use myPOS Platform.

1. Legal relationship and Service:

1.1 This User Agreement is between the Client and myPOS Europe Ltd, operator of myPOS platform www.mypos.com , with address: Level 33, 25 Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

The User Agreement regulates the Client's use of the FinTech platform myPOS, a combination of hardware, software and mobile application, which are protected by our intellectual property and is necessary for the provision of the e-money and payment services, provided by the Financial Institutions to which we have licensed the use of the Platform. The Financial Institution is a licensed credit or e-money institution, depending on the country of residence or choice of the Client and only provides the e-money and payment services on myPOS platform.

The element of the Client's account which constitutes the e-money services and payment functionality will be known as the "E-money account". The E-money account is the operational part of the Client's Account through which Client has access to funds and which can be used for the execution of payment transactions. The E-money account is provided by a Financial Institution, described in the Legal Agreement for myPOS Account, which is a separate legal agreement, concluded via our platform.

Important Legal Notice: The e-money issued by the respective Financial Institution does not qualify as a deposit or an investment service in the sense of the Law and the Client is not protected by any Depositor Compensation Schemes provided by the competent compensation Schemes. Client is not entitled to interest on the balance of e-money or money collected and kept by us, Financial Institution or Member under this Agreement or other legal agreements.

The acquiring of cards services are provided by a company, which is a Member of the Card Organizations MasterCard, VISA, JCB, Union Pay and others (referred to as "Member"), defined in Client's Merchant Agreement. The issuing of myPOS cards is provided by a company, which is a Member of the Card Organizations MasterCard, VISA, JCB, Union Pay and others (referred to as "Member"), defined in Client's Legal Agreement for myPOS Card.

To use myPOS Service Client must have at least one valid E-money account, with a Financial Institution, licensed to use our platform. To use the acquiring and issuing services from myPOS Service, Client also has to be accepted as a client by the Member.

The electronic money is issued by the Financial Institution, which opens and maintains the E-money account for Client. The E-money balance in Client's e-money account represent a claim against the Financial Institution, which has issued the E-money.

1.2 Payout to Client of amounts collected via card acceptance: Subject to all terms and conditions of this Agreement the Member shall pay to Client the due amounts, collected via the Service, by crediting Client's myPOS Account with a sum of electronic money that is equal to the amount due to Client. The amount due to Client equals the authorized and settled by Card Organization sum less the applicable fees, charges, Reserve amounts and other possible claims that we might have. Client may use the electronic money in Client's account for transfer to bank account or transfer to other Client's Account or payment in Internet or payment on POS, or ATM cash withdrawal with Card.

1.3 The Payment Service is described in Section **Definitions** below in this Agreement and constitutes acquiring of payments with cards with the logo of the Card organizations and of issuing of electronic money (e-money) by Financial Institutions, opening of accounts for e-money in various currencies that the Financial Institutions support, internal money transfers within myPOS system, SEPA credit transfers and SEPA direct debits, International money transfers via SWIFT, issuing and authorizing of transactions with prepaid card with the logo of MasterCard, VISA, JCB and other Card Organizations and Mobile Application for smart phones. A description of the main characteristics of the Service is also set out on the website for the Service.

1.3.1 The Value-added Services provided on myPOS platform by myPOS are Top-up of prepaid mobile and other services, Private Label GIFTCARDS, mobile apps on myPOS marketplace and other value-added services, offered via myPOS platform as additional benefit to the Clients.

1.4 Client Information: Subject to all terms and conditions of this Agreement during the term of this Agreement we shall provide to Client a Client's online account on myPOS platform and a Mobile app for information, payment orders, control of the security of payment instruments of Client, described below in this Agreement.

1.5 This Agreement does not regulate the online 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. This Agreement regulates the provision of value added services by myPOS platform and the e-money and payment services by us to Client who has registered for the Service successfully and has agreed to this Agreement.

1.6 Use of the Service is subject to the Agreement. The Agreement will be effective from the date of acceptance by Client of this User Agreement and the Legal Agreement for myPOS Account ("Effective Date"). 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 for the Service or via the Mobile Application for the Service. 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 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.

1.7 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.

1.8 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.

1.9 Acceptance Policy: Detailed rules on the use of the Service are set out in Section Acceptance Policy in this Agreement, and in **the Acceptance Policy Section in the Merchant Agreement,** available on the website for the Service.

1.10 Return Policy: In case Client does not wish to continue using the Service, Client must follow the instruction for Termination of Agreement below in this Agreement and **myPOS Return Policy,** available on the website for the Service.

1.11 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.

1.12 The Agreement and all communication with Client will be in English language. Where we have provided Client with a translation of the English-language version of the Agreement or communication, Client agrees that the translation is provided only for Client convenience and that the English-language versions of the Agreement and communication will govern the relationship with us. If there is any contradiction between the English-language version and a translation, the English-language version takes precedence.

1.13 Client declares that Client is registering for the Service on Client's behalf only and that Client is not acting on behalf or on account of third party, unless Client makes registration for the Service on behalf and under the instruction of the legal entity of which Client is employee or legal representative.

2. Eligibility. Registration, opening myPOS Account 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 cannot use myPOS Service for personal use and Client cannot be a consumer under this Agreement. myPOS Account (including account for e-money and the Reserve account) is not a consumer account. myPOS Account is always a business account, used for business or professional purposes, which are different from the consumer purposes. Client may have sub-accounts in the same currency or different currencies, supported by us. By opening a myPOS Account and accepting the terms as outlined in this Agreement, the Client attests that Client is not opening and/or using the account primarily for personal, family, or household purposes.

2.4.1 Client agrees that Client can use the e-money and payment services, provided to Client by the Financial Institution via our platform. For that purpose our platform will display to Client the account information, such as balance, account numbers, transactions, cards, status of cards, tariff or fees, notifications, or other, but we are not liable for the provision of the e-money or payment services. The liability towards the Client with regards to the regulatory obligations in relation to the e-money or payment services is with the Financial Institution, providing these services to Client.

2.4.2 In case Client is eligible and have more than one E-money account, provided by a different Financial Institution, licensed for use of myPOS Platform, the platform will visualize for Client's convenience the total amount of all available balances held with by Client the different Financial Institutions in the primary currency selected by the Client. This total amount is visualized only for Client's ease and its total amount does not represent E-money issued by us and does not represent Client's claim against us.

2.4.3 Set-off. Client agrees that myPOS Service may set-off any of the amounts held in Client's e-money accounts or currency balances held or controlled by Client with any fees, charges or other amounts Client owes to any of the Financial Institutions or Member. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts due by Client under this Agreement or the other legal agreements with different Financial Institution for myPOS Account from any of the account balances held or controlled by the Client. If such set-off includes a currency conversion we will convert the amount that the Client owes according to our currency exchange rate for the date of the operation.

2.4.4 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.

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

2.5 The Client agrees that the delivery of the Service and full use of the Service by Client shall be subject to the following condition precedents, which are not exhaustively listed:

(i) For myPOS card-present POS terminal:

a) Client has to select, order from Internet or from a distributor of myPOS and receive myPOS package, including card-present POS terminal;

b) Client has to register for myPOS Account on www.mypos.com or www.mypos.eu and provide the information requested;

c) Client must agree with this Agreement, which is made electronically, via means of distant communication provided on the

Website for the Service, or sent via e-mail, or executed on hard copy (as may be requested by us);

d) Client must download and install myPOS Mobile App or other app (if such is designated by us) on a smart phone with iOS or Android;

e) Client must pass successfully the identification and verification procedure as per the internal rules of the Financial Institutions providing the e-money and payment services (see below) and Client and Client has to be accepted by the Member. ;

f) Client has to activate the myPOS card-present POS terminal and myPOS prepaid business card following the instructions given by us on the website for the Service and in the documents in the package or in Special Agreement/Instructions provided by us;

(ii) For the Service myPOS Online, such as myPOS Payment Request, myPOS PayLink, myPOS Button, myPOS Virtual, MOTO, e-commerce, myPOS Checkout or similar card-not present transactions:

a) Client has to register for Client's account on www.mypos.com or www.mypos.eu and provide the information requested;

b) Client must agree with this Agreement, which is made electronically, via means of distance communication provided on the Website for the Service, or sent via e-mail or executed on hard copy (as may be requested by us);

c) Client must download and install myPOS Mobile App or other app (if such is designated by us) on a smart phone with iOS or Android;

d) Client must pass successfully the identification and verification procedure as per the internal rules of the Financial Institution providing the e-money and payment services (see below) and Client and Client has to be accepted by the Member;

e) If required for some of the card-not present transactions services, Client has to apply and/or integrate successfully with the API of myPOS following the respective instructions, and to successfully complete the tests for the Service;

2.6 Identification and verification of the Client: The Financial institutions, providing the e-money and payment services and their registered Agents are legally obliged to identify and verify Client's identity in compliance with the applicable AML/FT laws, Internal AML/FT rules and procedures and the applicable rules of the Card Organizations. The procedure for identification and verification is described in detail in Client's Legal Agreement for myPOS Account.

2.7 At the discretion of the Financial Institution Client may be entitled to use part of the Service for testing purposes only prior to completion of full approval of Client and/or client business activity, on the following conditions:

(i) Client's use of the Service is only acceptance of payments with cards (acquiring) for a temporary period and only for the purposes of testing the Service and/or integration. We shall Reserve the amounts received from the testing of the Service and shall not pay them to Client prior to the completion of the verification procedure and

(ii) Client may use the Service with limits imposed by us in the amount of 250 EUR (or the equivalent in other currency) limit or other security limits accepting of payments with cards. Lower limits may be imposed by the Member with regard to use of myPOS Card in the Legal Agreement for myPOS Card.

(iii) The Client understands and agrees that the amounts from acquired card payments during this testing period shall not be credited as e-money in the Client's account, but will be held in a Reserve account until the successful verification of Client after which the amounts will be credited as e-money to the Client's account. The Client shall be able to view the funds from processed transactions in Client's myPOS Account. The Client agrees that when the specified limit is reached and the Client has still not received verification confirmation we shall be entitled to suspend the acquiring services until successful completion of the verification of Client.

(iv) If Client fails to satisfy the Client due diligence requirements within seven days of activation of the temporary access to the Service, the Client's right to temporarily use the Service shall automatically terminate and the Service shall not be available until successful completion of the verification procedure as per our internal AML/FT rules.

2.8 In case the Client is successfully verified by us Client's myPOS Account shall be automatically activated for which the Client shall be notified accordingly. Nevertheless, 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. The spending limits on the myPOS Account (debit operations) are set out in the Tariff. The funding and receiving limits (credit operations) are visible in the online account. To change the limits Client has to contact us via email, explain the reasons for the requested change of limits and upon our discretion undergo verification with ePassport or other additional verification as we may deem necessary.

2.9 The Card included in myPOS package is a prepaid business card with the logo of a Card Scheme and not embossed with Client’s names. Card may be issued embossed with Client’s name upon request of Client, approval by the Member and payment of Issuing fee and if necessary of shipment fees via the payment methods accepted by us. The Card is issued in the currency stated on myPOS package or requested by Client and supported by the Member. The Card is included in myPOS package or upon approved request by Client - sent to Client’s address inactive or collected personally by Client from us or one of our Agents or sub-contractors, also inactive. The Card may be used only by the Client or cardholder and only after its activation, as instructed on the website for the Service or by us. Additional terms and conditions for the use of the Card are set in the Legal Agreement for myPOS Card.

2.10 After successful completion of the registration of Client and activation of the 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”) before the Services Commencement Date. 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.

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

2.12 We may suspend the Service for operational reasons such as maintenance by us, by the Member 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.

2.13 We will use all reasonable endeavors 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.

2.14 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.

2.15 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.

2.16 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 the Financial Institution or Member to Client from the acquiring services or credit transfers. All terms and conditions for the Funding of account and receipt of money are dealt with in the respective Legal Agreement for myPOS Account and the Merchant Agreement.

3.2 Funding via bank transfer: Client can order a credit transfer from a bank account to Client's myPOS Account. All terms and conditions for Funding via bank transfer are dealt with in the respective Legal Agreement for myPOS Account.

4. Outbound money transfers. SEPA credit transfer, International transfers, Domestic transfers. SEPA Direct Debit:

4.1 SEPA credit transfer: Client can make via the Service outbound money transfers, including SEPA credit transfers or international or domestic transfers from Client's myPOS Account and SEPA Direct Debits. . All terms and conditions for the outbound SEPA, International, Domestic transfers and SEPA Direct Debit are dealt with in the respective Legal Agreement for myPOS Account.

5. Payment orders for transfers:

5.1 All terms and conditions for the payment orders for transfers, including receipt of payment orders, Irrevocability, Deadlines for execution and Reversals are dealt with in the respective Legal Agreement for myPOS Account.

6. Payment transactions with Cards, issued by the Member:

6.1 All terms and conditions for myPOS Cards are dealt with in the Legal Agreement for myPOS Card.

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

7.1 All terms and conditions for the Refusal, reversal of unauthorized transaction and reversal of incorrect payment orders are dealt with in the respective Legal Agreement for myPOS Account.

7.2 Client agrees that we, the Financial Institution or Member 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.

7.3 When Client receives a payment:

(a) 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;

(b) in case Client receives a payment to a sub-account, which the Client has disabled via the Service, we shall not be liable for crediting the Client's account. In such case we shall place the credit transfer as "pending" and shall request from the Client via e-mail approval to credit one of the other sub-accounts in the same curriencies or other currencies and if there is no approval via e-mail by the Client, we shall return the amount of the transaction to the original payer and may charge the Client with a fee for reversal.

7.4 Client agrees that in case a payment transaction 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

(iv) If payment has been made with e-money via debiting of linked Funding Instrument - the amount subject to reversal or refund is refunded to Funding instrument if possible, or if not possible is refunded in Client's account in the currency of the transaction.

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

7.5.1 All terms and conditions for Chargebacks, reversals, refunds or claims related to the acquiring services are dealt with in the Legal Agreement for myPOS Account and in the Merchant Agreement.

7.6 Other rules for use of the Service:

7.6.1 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.

7.6.2 We may at our discretion block the possibility for specific types of payment transactions in principle or in countries or in some cases, in order to comply with risk and compliance requirements. We may, at our reasonable discretion (for example, for fraud, risk and compliance reasons) impose limits on the amount of money Client can withdraw, transfer, receive or fund for a certain period of time or for the whole period of use of Service.

7.6.3 Client acknowledges and agrees that: (a) The sales of Goods and Services are transactions between the Merchant and Client and not with us, or any of our Branches, Agents or affiliates, unless we are expressly designated as a Seller (Merchant) in the transaction (for example, purchase of other prepaid cards, such as GIFTCARD or other). We are not liable for the performance of obligation of Merchants.

7.6.4 We shall provide to Client information on balance/s, IBAN numbers and other unique account identifiers, information on acquired and settled transactions, information of payment transactions, history of transactions, status of account, status of other payment instruments, 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.

7.6.5 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. We shall send to Client registered e-mail on a monthly basis a link to the Client's account to check its balance and/or transaction history. 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.

7.6.6 In case Client wishes to use an alternative method for two-factor authentication and receipt of one-time password, as may be required by the Service, Client has to select this option from Client's online account. Transactions, operations and activities confirmed with the one-time password, generated via each of the available two-factor authentication methods, supported for the Service, will be considered as valid and binding on the Client.

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

8.1. We, the Financial Institution or the Member shall be entitled to withhold and keep as a Reserve, securing performance by the Client of Client's obligations under this Agreement and the applicable laws and Regulations, a sum equal to the amount of a whole or part of any type of transaction/s and/or a Reserve Percentage, as set in the online account of the Client for the Service and shown to the Client prior to entry into Agreement or in another Commercial Agreement (if applicable). All terms and conditions for Reserve, Hold/Pending and other Protective Actions are dealt with in the respective Legal Agreement for myPOS Account and Merchant Agreement.

8.2. Client liability is not limited to the amount of the Reserve or Hold/pending amounts. We are entitled 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. We 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.

9. Payment instruments security features. Security measures and Safety Requirements:

9.1 We, the Financial Institution and/or the Member have provided to Client personalized security features for using all payment instruments, included in the Service, such as, but not limited to, password, OTP (one-time passcodes) received via SMS or generated via special Mobile applications for access to online account and making a payment order, embossed number of the card, CHIP & PIN, CVC/CCV or similar code of the card, password for Mobile Application and others, which are necessary tools for preserving the security of the payment instruments of Client. We shall make sure that the personalized security features of the payment instruments are not accessible to parties other than the Client or user entitled to use the payment instrument, without prejudice to the obligations of the Client. The mobile POS terminal is PCI DSS compliant and is certified by the Card Organizations.

9.2 Client is allowed to control the security of the linked myPOS Card provided by the Member, by enabling or disabling them for certain transactions and imposing limits, which are more stringent than our default spending limits via the Service. Client agrees to use these security control mechanisms available via the Service in order to minimize the risks of unauthorized access to Client's account and unauthorized transactions. The terms and conditions regarding the security features related to myPOS Card are described in detail in Legal Agreement for myPOS Card.

9.3 Client agrees to use the Client's credentials, such as username and password and other personalized security features for Client's payment instruments only in accordance with this Agreement and with the law. Client must not provide and must not allow disclosure of the personalized security features to a third party, because even in this case Card or payment instrument can be comprised and result in unauthorized transactions, for which Client is fully liable. Client must not disclose the credentials for access to a Business account (username and password), because they may be identical with the credentials for access to Client personal account and there is a risk of unauthorized transactions. The breach of this obligation is breach of Client's obligation for protection of personalized security characteristics of payment instrument and Client will be fully liable for unauthorized transactions as a result of Client's breach of this obligation willfully or with gross negligence.

9.4 If Client is using the Service in a business capacity or as a Client of Business account, Client agrees that:

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

(ii) Client or a person explicitly authorized by Client has the right to authorize users of Business account of Client and/or payment instruments related to it, whose rights for ordering payment transactions, reversal, receiving of information, authorizing or removal of other users and other rights are defined by us on the website of the Service or in the online account and can be additionally individualized by Client or a person explicitly authorized by Client according to the functionalities of the Service.

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

9.5 Client acknowledges and agrees that all Cards linked to Client's account are providing access to the e-money in Client's account and Client shall be liable for all transactions and charges arising of the use of Cards, associated with Client's account.

9.6 If Client believes that Client's myPOS Account or other payment instruments such as payment cards linked to myPOS Account have been used in an unauthorized manner or in case of unauthorized transactions, Client has to contact us without undue delay. Client agrees to notify us via Client's registered e-mail or via the Contact Center, as explained above , immediately and without delay in case of loss, theft, misappropriation or unauthorized use of credentials and/or personalized security features and/or payment instruments, including, but not limited to online account, mobile application, POS terminal and to take all preventive and security measures as allowed by the Service. Client also agrees to notify us without undue delay and in the same manner of any other breach of security regarding the Service of which Client has knowledge.

9.7 We may suspend the use of the Service in part of wholly, including block the E-money account, where we or Client may suspect that their security may have been compromised or that unauthorized or fraudulent use has taken place. We shall inform Client in advance or, if that is not possible, immediately after, of the suspension of the use of the Service, specifying the reasons for the suspension, unless such provision of information would compromise reasonable security measures or be otherwise unlawful. We shall provide the Service or replacement credentials or personalized security characteristics to Client, as soon as practicable after the reasons for the suspension cease to exist and on condition that Client has performed all obligations towards us.

9.8 More information on security measures, which Client must and is able to take, is provided on web page for the Service or in the online account.

10. Protection of Client personal information and Financial Secrecy:

10.1 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

10.2 Financial Secrecy: The Financial Institutions and 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 on automatic exchange of information, such as *Foreign Account Tax Compliance Act* (FATCA) or *Common Reporting Standard* (CRS) or similar, requiring financial institutions to exchange automaticaly with the competent tax authorities information on client data, such as client names, address, Tax number, social security number, or similar, account number and account/s balance as at the end of the calendar year and other information for tax purposes, specified in these acts, or on a *ad hoc* principle upon request or order of any competent authorities;

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 require us to provide a reference or a status report to a third party or by any applicable law;

e) to the Member for the purposes of issuing or 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.

10.3 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.

10.4 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 and our agents and sub-contractors.

10.5 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.

11. myPOS Acceptance Policy. Restricted Activities:

11.1 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 the use of Card as defined 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**, part of this Agreement and the Merchant Agreement, available on the website for the Service 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.

11.2 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’, our agents or sub-contractors;

(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, libelous, 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;

11.3 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 dully 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;

11.4 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.

11.5 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.

11.6 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.

11.7 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).

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

11.9 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.

11.10 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.

11.11 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.

11.12 Client acknowledges and agrees that if we disable access to e-money account or to any payment instrument, Client may be prevented from accessing the Service, Client’s account details or any files or other content which are contained in Client’s account or connected to Client e-money or payment instruments.

11.13 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 card, enough balance in the account, use of Card without name of cardholder or in case of Merchants not accepting payments with such Cards, or offline transactions (Cards are generally not accepted for offline transactions, such as payments on toll roads, or other, 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.

11.14 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.

12. Service Fees. Currencies and Currency Conversion Fees

12.1 We will display in myPOS Platform the Fees for the services. The fees will be debited by the Financial Institution, proving the e-money and payment services directly from Client’s balance. 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 the Member 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.

12.2 Currency conversion: If transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by us plus a Currency exchange fee expressed as a certain percentage above the exchange rate and as specified in the Tariff. Foreign exchange rate is adjusted regularly based on market conditions (the wholesale exchange rate at which we obtain foreign currency). The exchange rate may be applied immediately and could be viewed by Client in the online account. The Currency exchange fee is retained by us and will be applied whenever we perform a currency conversion according to Client’s payment instruction. Client may calculate via online account what foreign exchange rate apply for a certain transaction, involving currency exchange, as well as what is the amount of the Currency exchange fee if there is such specified as per Tariff.

12.3 Processing currency and settlement currency: Processing currency is the currency in which the Client will charge its customers. The transactions will be processed in EUR, USD, GBP or other currency, supported by us and explicitly agreed on with Client. The settlement currency is the currency in which we shall credit the Client’s Balance or bank account with amounts due by us to the Client. The amounts due from us to Client shall be settled in EUR, USD, GBP or other currency, supported by us and explicitly agreed on with Client. Processing and settlement currencies shall be chosen by the Client upon subscription or activation of the Service and later may be changed upon request by Client to us and upon the condition that it is possible for us to do the change. In case the processing and settlement currencies differ, we shall apply our currency exchange rate and that of our correspondent banks for the date of the settlement to Client.

12.4 Where a currency conversion is offered at the point of sale by us, Payer may choose to authorize the payment transaction based on our exchange rates and charges.

12.5 Client acknowledges and agrees that we are authorized to satisfy immediately as they become due any obligations of Client towards us under this Agreement or other, by debiting or withdrawing directly funds from Client Account, or from Reserve and/or Hold/Pending amounts provided by Client or kept by the Financial Institution or Member, or any outstanding sums owed to Client. We shall inform Client on the ground, amount and value date of such withdrawals.

12.6 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.

12.7 Client agrees and understands that the financial institution that provides the bank account to Client, used for funding transactions via bank transfer, may charge Client a fee and/or currency conversion fee in connection with the funding transaction. Client should consult the Terms and Conditions governing Client's bank account for more information about any such fees. We are not liable for taxes, fees or costs imposed by third parties.

12.8 In case where Client's myPOS Account has been blocked by us, Financial Institution or Member for compliance or security reasons, or under order by a regulator, and this situation has not been rectified within a period of 2 (two) years from date of blocking, we shall be entitled to charge a Non-compliant fee in the amount of 15 EUR per month from any outstanding balance or Reserve amount, or collateral amount, until rectification of the non-compliance or depletion of the funds in the account, in which last case we have the right to Terminate the Agreement and close the account.

13. Client liability:

13.1 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 willful 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.

13.2 "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 5 (five) 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.

13.3 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 willful 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.

13.4 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 his 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, willful 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.

13.4.1 In addition to our right of indemnification, in case where Client's myPOS Account has been blocked by us for compliance or security reasons, or under order by a regulator, due to a breach by the Client of our Acceptance Policy or use of the Service by the Client in breach the applicable laws, this Agreement or the Rules of the Card Organizations, we shall be entitled to block

Client's myPOS Account and all or part of the Services, without prior notice to Client and we shall be entitled to receive as a penalty for each breach by the Client, equal to 20% of the turnover of Client via myPOS Service for a period not exceeding the last 12 (twelve) months per breach. We reserve our right to withhold amounts and/or seek higher compensation for our actual damages.

13.4.2 The ultimate liability with regard to Client's claims related to transactions with myPOS Cards or related to transactions processed via the acquiring services is with the Member.

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

13.5.1 Subject to all terms and conditions of this Agreement, we authorize the Client and Client agrees to use the logo and Marks of myPOS Service, such as myPOS, myPOS Online, myPOS Button, myPOS Checkout, myPOS PayLink, MasterCard, VISA and JCB or other 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.

13.5.2 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.

13.5.3 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.

13.5.4 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.

13.5.5 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.

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

13.5.7 Client shall grant to us a non-exclusive, non-transferable (other than in accordance with Clause 17.8) 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.

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

13.6. 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.

13.7. 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 Client's money in Client's account/s with us until all outstanding fees, costs, charges, expenses and liabilities due to us have been paid in full.

14. Termination of Agreement

14.1 Client acknowledges and agrees that we may stop providing the Service to Client, as provided in the Agreement or after a request by the Financial Institution or Member. 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.

14.2 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; and

(b) Closing Client's account for the Service, including withdrawing or redeeming the available balance of e-money; and

(c) Return of Card to us.

14.3. 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.

14.4 We may, at any time, terminate the Agreement with Client without notice if:

(a) Client has breached any material provision of the Agreement or law or Regulations of Card Organizations or other Organizations (or have acted in a manner which clearly shows that Client does not intend to or is unable to comply with the material provisions of the Agreement); 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.

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

14.6 When this Agreement comes to an end, all of the legal rights, obligations and liabilities that Client and we have benefited from, or which have accrued over time whilst the Agreement has been in force, or which are expressed to continue indefinitely, will be unaffected by this cessation, and the provisions of clause 19.5 will continue to apply to such rights, obligations and liabilities indefinitely.

14.7 Redemption of e-money upon closing of account:

14.7.1 Upon closing of the account at request of the Client, Client is entitled to request personally by sending an e-mail to us via the Client's registered e-mail for the Service to redeem (buy back) part or all available balance of e-money of Client, less all applicable fees. The request for redemption of e-money has to be signed by a legal representative or a person explicitly authorized by the Client of Business Account. Subject to the successful completion of applicable anti-money-laundering, fraud and other illegal activity checks of every request for redemption by us, the Financial Institution will redeem the amount of the outstanding e-money, less the applicable fees, such as redemption fee, determined in Tariff or currency conversion fees if applicable and possible bank transfer fees for the bank transfer. The remaining amount shall be transferred to Client's bank account or another payment account designated by the Client.

14.7.2 We are not liable for incorrect transactions based on false or incomplete information. We shall not be liable for delays in the redemption of e-money where the delay is caused by any third party involved in the transfer transaction of redeemed money.

14.7.3 Client cannot request and is not entitled to e-money redemption if there is no balance available in Client's account for whatsoever reason or balance is not enough to cover the fees for redemption.

14.7.4 If the outstanding amount of e-money cannot be redeemed in accordance with this clause, Client has six (6) years following termination of the Agreement to request the redemption of the outstanding amount in full and in compliance with this Agreement, after which time any e-money left in Client's account becomes our property. For the purposes of this clause, the

Agreement terminates when Client is no longer able to use Client e-money for the purpose of making Funding and/or Payment transactions or use of the Service. Any redemption made, pursuant to this clause, is subject to the successful completion of applicable anti-money-laundering, fraud and other illegal activity checks, and Client agrees to provide the information requested by us to complete these checks. Nothing in this clause limits our right to terminate the Agreement, pursuant to the other clauses of this Agreement or the law.

14.8 Death and Change in Legal Status

14.8.1 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. We must be notified by who 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.

14.8.2 Legal Entities: In the event that Client is placed into liquidation, bankruptcy or administration or any other analogous process wherein a liquidator, curator or trustee or similar officer is appointed and in whom legal authority and representation is vested, to the exclusion of the persons Client may have nominated, we shall be entitled to receive to our satisfaction such evidence, at Client's cost, as we may require to establish the proper entitlement and authority of the person claiming power to give us instructions and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority. In case where the legal entity or organization is dissolved, the succssessor of the assets (money) in the account has to provide to the bank a legal document, proving that he is the succssessor of the assets in the account and he/she is entitled to these assets. We may have additional requirements for verification of a succssessor of the assets in the account or other documents prior to providing access to the account or order of the money to the succssessor.

14.9 myPOS Return Policy: Client has to follow myPOS Return Policy, which is established by the company supplying the POS terminals. Client is not allowed to dispose of the mobile POS device, including its battery or other components without observing the regulations for waste of electrical equipment. Upon termination of this Agreement Client must return the mobile POS, including Card to us or to a company specified by us via post, including filled Return Form as set out in detail in **myPOS Return Policy**. We shall not make a refund of price or delivery costs.

15. Limitation of Warranties:

15.1 We, our branches, affiliates or Agents or sub-contractors make no express warranties or representations with respect to the provision of the Service. In particular, we, our branches, affiliates or our Agents or sub-contractors do not warrant to Client that:

(a) Client use of the Service will meet Client requirements or expectations;

(b) Client use of the Service will be uninterrupted, timely, secure or free from error; and

(c) Any information obtained by Client as a result of use of the Service will be accurate or reliable.

15.2 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.

16. Limitation of Liability:

16.1 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.

16.2 Subject to Clause 16.1 above, we, our Agents or sub-contractors or Licensees, 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) Any change which we may make to the Service or any permanent or temporary cessation in the provision of the Service (or any features within the Service);

(iii) Malfunction of the Service;

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

(v) Client failure to provide us with accurate account information; and

(vi) Any fraudulent use of the Service by Client or third parties;

(vii) Any compensation for fees or interest paid or levied on Clients as a result of non-performance or incorrect performance of a payment transaction.

(viii) 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 colors, or IP rights over the sign printed.

17. Changes to the Agreement:

17.1 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.

17.2 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.

17.3 Nothing in Section 17 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 our website for the Service; and

(b) The parties' right to vary the terms of this Section 17, where the variation is not prohibited by law and both parties agree to it.

18. Communications and Notices:

18.1 All information will be made available or provided to Client in an easily accessible manner, in easily understandable language, in a clear and comprehensible form and in English.

18.2 Statements, notices and other communications to Client may be made by mail, email, postings on our website for the Service, by notification via chat in Client's online account for the Service or other reasonable means.

18.3 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.

18.4 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.

18.5 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.

18.5.1 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 help@mypos.com, or via chat available in the online account of the Client;

18.5.2 Notification of application for Card, purchase of e-money in a currency other than the Primary currency of the account, redemption of e-money upon termination of this Agreement should be sent via the registered e-mail of the Client to the e-mail of published on the website for the Service help@mypos.com, or via chat available in the online account of the Client;

18.5.3 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 help@mypos.com, or via chat available in the online account of the Client;

18.5.4 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 help@mypos.com, or via chat available in the online account of the Client;

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

19. General legal terms:

19.1 Unless otherwise expressly stated in the Agreement or Tariff, all amounts stated in the Agreement are denominated in EURO (EUR).

19.2 Sometimes Agents or Sub-contractors of we may provide all or part of the Service to Client on our behalf. Client acknowledges and agrees that we have the right to use Agents and sub-contractors to provide the Service to Client.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 We may transfer our rights and obligations under the Agreement to third party, which is licensed to issue e-money giving to Client at least two-month notice previous the date of the transfer per e-mail unless such a transfer is required due to regulatory 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.

19.8 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 help@mypos.com. Client has to submit Complains in writing and clearly stating the reasons for complaint. We shall try to resolve the complaint, within reasonable term upon receipt of clear and correctly submitted complaint. We will then investigate and, where appropriate and necessary, take immediate action to rectify the situation. We also undertake to take the necessary steps to prevent a recurrence. All complaints will be acknowledged and the Client will be informed accordingly of the investigation's outcome. If the Client is still dissatisfied with the outcome, the Client may direct his/her complaint to the following body:

For Complaints related to myPOS Platform:

The Ombudsmen and complaint handling bodies covering in the UK, which Client may find at the following web page: http://www.ombudsmanassociation.org/find-an-ombudsman.php

Alternatively, the European Commission Online Dispute Resolution ("ODR") is accessible via:

http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/adr-odr/index_en.htm

For Complaints related to e-money and payment services: See Client's Legal Agreement for myPOS Account;

For Compliants related to myPOS Card: See Client's Legal Agreement for myPOS Card;

For Compliants related to Cards Acceptance (acquiring services): See Client's Merchant Agreement;

19.9 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 our, the Financial Institution´s and 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 Institution or our authorized Agents or sub-contractors, , licensed to use our software or platforms.

19.10 "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 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.

19.11 This User Agreement and the relationship between us shall be governed by English law, subject to Client's local mandatory rights. For complaints that cannot be resolved otherwise, Client submits to the non-exclusive jurisdiction of the English courts arising out of or relating to this User Agreement or the provision of our Services. In simple terms, "nonexclusive jurisdiction of the English courts"means that if Client was able to bring a claim arising from this User Agreement against us in a Court, an acceptable court would be a court located in England, but in case Client is a qualified as consumer Client may also elect to bring a claim in the court of the country as per Client's permanent residence.

20. Definitions:

"Fiancial Institution", or "we", "our" or "us" means

"myPOS Europe" means the company, which promotes and develops the myPOS Platform as IP rights, with a seat and address on: 25 Canada Square, Canary Wharf, London, UK and which acts as Agents of the above Financial Institution for the distribution of the e-money and payment services under this Agreement.

"Account", or **"e-account"** or **"account for e-money"** or **"myPOS account"**, means a Business account for electronic money, issued by a licensed Electronic Money Institution or a Credit Institution to a Merchant or a Professional (eligible Client) used to settle the money due to Client from the acquiring services and other payment services for a business or professional use, which is different from personal, private, or household needs of Client.

"Balance" means any electronic money (E-money) in any currency, supported by the Financial Institution issuing the e-money that Client has in Client's account for e-money;

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

“Card” or **“Business Card” or “myPOS Business Card”,** or previously issued and still not expired cards for the Service, collectively called **"Card",** means a payment instrument, issued by Member, bearing our logos and logos of one of the Card Organizations, providing possibility for the cardholder to submit payment orders for payment on POS and in Internet, or ATM transactions, such as cash withdrawal or balance check. The Card is linked to the account of Client for e-money. Card is always personalized with personalized security characteristics, such as PAN, expiry date, CHIP & PIN based, CVV or CVC or similar characteristics, with or without cardholder names embossed. “Additional card” means a card, which is linked to the account of Client for e-money, with or without Client’s names or close associates of Client, embossed on Card. Cardholders of additional cards, different from Client, do not have account for e-money and use the electronic money of Client;

"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 online account” or **“online account”** means the personalized web page, provided to Client by us for check of authorized and declined transactions, check of Reserved amount, check of balance of e-money, making payment orders, requests for reversals, receiving of notifications and other important communication from us and other functions as available for the Service, which can be accessed by Client and entitled personnel of Client with the credentials provided by us;

"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;

“Financial Institution” means the licensed Electronic Money Institution or a Credit Institution issuing the electronic money and providing the accounts for electronic money and payment services, as described in the Legal Agreement for myPOS Account and licensed by us to provide its services via myPOS Platform.

“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 such as myPOS or other secured platform for card not present transactions. myPOS Online service is described in detail on the website for the Service;

“**myPOS Package**” or “**Packages**” includes a mobile POS terminal (including original manufacturer accessories, such as cables, charger and a battery), account for e-money with IBAN and prepaid Business Card, and Technical Specifications, Quick User Guide and Activation Instructions;

“**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. myPOS Europe or its affiliates or Agents, distributors or their sub-contractors can provide a range of POS terminals with different characteristics communicating via Bluetooth, Wi-Fi, USB, GPRS, with or without receipt printer, with or without apps, as available on the website for the Service. The Technical Specification for the specific type of mobile terminal is included in each myPOS package and provided on the website for the Service.

“Member” means the company, which is a Principal Member of the Card Organizations, MasterCard, VISA, JCB, Union Pay and others and provides the issuing and acquiring services with cards with the logo of these organizations, as described in the Legal Agreement for myPOS Card and in the Merchant Agreement;

“Payer” or “Buyer” means a natural or legal person or any other third party that pays for goods and/or services with payment card or with Account via myPOS or myPOS Online;

“Personalized security features” or **"Identifying Credentials"** means all personalized security characteristics of all payment instruments, such as the username and password, cardholder data, PAN, expiry date, CHIP & PIN, CVV, CVC or similar codes, OTP (one time password), security codes and all other unique and/or identifying information that we provide to Client to access Client’s account and payment instruments and use the Service under this Agreement;

“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 or 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;

"Services", “myPOS Service”, referred to as “Services” or “Service”, means a FinTech multi-banking 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 or Credit Institutions (“Financial Institutions”), licensed by us to use myPOS platform.

“SEPA Transfer” and “SEPA Countries” means an outbound money transfer from Client’s account and balance in EUR to any bank account in EUR in SEPA country, complaint with the EU Regulations of SEPA credit transfers. SEPA countries are all countries in EEA and other countries, including Switzerland, Lichtenstein, Iceland and others, officially listed by European Payment Council at http://www.europeanpaymentscouncil.eu/index.cfm/knowledge-bank/epc-documents/epc-list-of-sepa-scheme-countries/;

“Standing order” means a payment order that Client gives to us to perform a set of recurring money transfers or a payment with future date with defined amount, currency, beneficiary, start date and expiry date.

“Value-added services” means services provided by myPOS Europe, such as Top-up of prepaid services, Private Label GIFTCARDS and other services.

"Unique Identifier" means the unique combination of numbers, letters or symbols, notified to Client in the online account of Client, which has to be presented by Client upon execution of payment transaction or upon funding of Client’s account, in order to identify the user of payment services correctly. Both the Account Number and the IBAN numbers provided by to Client via the Service are used as Unique Identifier of the account of Client;

"Website for the Service" means our website for the Service at the URL www.mypos.com , or www.mypos.eu, www.mypos.world, or any other website for the Service, which belongs to myPOS Europe Ltd and is notified to Client by us, 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.