Conditions of Use myPOS Online Store

Last update: April 25th 2019

Welcome to myPOS.eu and myPOS.com. myPOS Services Ltd (defined below in Definitions), affiliate of myPOS Europe Ltd ("myPOS", hereinafter referred to as "we", "us and "ours"). myPOS Services Ltd performs online sales via the online store platform at www.myPOS.eu and www.myPOS.com and delivery of myPOS goods, such as myPOS terminals, accessories and other products. This Agreement regulates the online sale, purchase, payment, delivery and return of myPOS packages and other goods (referred to as "our products" or "products") via the the online store between us and the visitor of the websites and/or buyer of the products (referred to as "you"). This Agreement does not regulate the provision of payment and financial services by myPOS, such as, but not limited to, access and use of myPOS online account and use of all payment services, which is subject to a separate Legal Agreement for myPOS Service, available on www.myPOS.eu and www.myPOS.com, under Section Legal. Visiting and ordering the products via myPOS online store is subject to the following conditions.

By using www.mypos.eu and www.mypos.com, you agree to these conditions. Please read them carefully.

1. Terms of Sale

By placing an order you are offering to purchase a product under the following terms and conditions. All orders are subject to availability and confirmation of the order price.

1.1. Contract. Eligibility.

1.1.1. To contract with us you must be eligible for purchasing our products, which requires you (i) to be a resident (address of Client's registration) of one of the countries listed on the website for the Service; (ii) to have full legal capacity to enter into a contract; (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) to use the myPOS product for your legal business or professional activity.

1.1.2. By clicking Accept or Agree where this option is made available to you during the steps of placing an order for products via myPOS online store and which you hereby adopt as your electronic signature you consent and agree to the present Term & Condition, give us your irrevocable consent for order, purchase and delivery of products and therefore the electronic document of the Agreement is deemed as duly signed by you.

1.1.3. Optional Registration. You are not required to be registered for myPOS Service before you submit an order for products via myPOS online store. However, to use myPOS package or other products one will be required to sign-up for myPOS account and agree to a Legal Agreement for myPOS Service and the user (Client) will be subject to mandatory KYC requirements and checks by the Financial Institution as a condition for the provision of the payment services. The purchase of product from our online store does not guarantee that you will successfully register for myPOS Service.

1.2. Order

1.2.1. The purchase is made after you submit to us a valid Order and after you pay the specified price, including VAT (if applicable) and including shipping costs (if applicable) for the ordered products, via some of the accepted ways of payment. To be valid you must indicate in the Order the type and quantity of ordered products, valid address for delivery ("shipping address") in the accepted countries for deliveries and invoice details, as well as other information requested by us upon online purchase. Orders may be submitted by you via the Website 24/7/365, including in non-business days.

1.2.2. When the Order is submitted and paid, you will receive an acknowledgement e-mail as a confirmation which will contain details regarding the placed order of product (name and type of the product ordered, number of the products ordered, single price of the product ordered, total price of the product ordered, including VAT and shipping costs and similar details) as well as confirmation regarding the party responsible for the delivery and invoicing the Ordered myPOS product.

1.2.3. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. Invalid or incomplete orders shall not be processed.

1.2.4. You acknowledge and agree that the product contains the possibility to use payment and e-money services, delivered by licensed financial institutions, which are subject to strict AML/FT and other regulatory rules. In this relation, we may request additional information from you prior or after delivery of the product, or may refuse to deliver a package for regulatory or risk and security reasons, for which we shall inform you, within reasonable period of time after order of the product/s. We shall not

be responsible for any damages because of decline to deliver the ordered product/s to you due to our compliance with regulatory requirements or risk and security requirements. We cannot guarantee and shall not be liable in case we are not entitled to deliver the product or the Service to certain countries, persons, entities or groups for regulatory, risks or security reasons.

1.2.5 Product description: We attempt to be as accurate as possible. However, we do not warrant that product descriptions or other content on myPOS online store is accurate, complete, reliable, current, or error-free. If a product offered by us itself is not as described, your sole remedy is to return it in unused condition.

1.2.6. The order may not be completed in case that:

(i) One or whole of the products are not available on stock. In this case we shall contact you promptly;

(ii) No payment is made by you;

(iii) You have specified wrong or incomplete shipping address;

(iv) You have not provided all the required information including a valid mobile number and/or a valid e-mail address.

In case the problem with the delivery is due to our fault we shall cover all the costs which may arise in relation to the delivery process.

1.3. Payment / Invoice

1.3.1. You must pay in advance the purchase via one of the payment methods acceptable to us.

1.3.2. The end price of the ordered product/s is calculated as a sum of the prices of the number of ordered products. All the prices that appear at the online store are VAT excluded and shall not be subject to a change after the moment of order submission until the moment of payment when you will receive the total price.

1.3.3. The total price of the ordered product/s will include VAT and the shipping fees. The shipping fee will depend from your shipping address. You will be provided with a detailed invoice describing separately the shipping fees.

1.3.4. We are entitled to change the prices of the types of myPOS Terminals upon our sole discretion without prior notification to you.

1.3.5. While we try and ensure that all details, descriptions and prices which appear on the online store are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered you will be informed of this as soon as possible and you will be given the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

1.3.6. In cases where you reside in a country where we have designated distributors the shipment shall be performed by that designated distributor and the invoice shall be issued by that distributor.

1.4. Delivery

1.4.1. We shall ship the ordered product/s via post, courier services or other forwarder to the address that you have specified as shipping address at the time when you submitted the order. You agree that we have the right to forward your order to one of our authorized Distributors and you agree to receive the order from one of our authorized Distributors. In such case you agree that your invoice will be issued by the Distributor. Your payment to us will be deemed as a payment made to this Distributor and we will pay the price directly to our Distributor.

1.4.2. We shall ship the ordered products, within a reasonable period of time and subject to availability of types and quantities kept on stock with us or our subcontractors at the time of order. In case the ordered products cannot be shipped within reasonable term (more than 30 days), we shall inform you promptly via e-mail or mobile phone. However dispatching time may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible. We shall not be held liable for lack of quantity or any delay.

1.4.3. Shipping confirmation. When your product is ready for shipment we will notify you via an email containing shipping details (if applicable).

1.4.4. You are obliged to accept the shipment of products on time and at the shipping address specified by you when you

submitted the order. In cases where the ordered product is returned to us after it reached your address but was not handled due to your absence or any other failure on your behalf to receive it, you accept that any costs incurred for storage and returning the product to us, its reshipment to your address after your requests or any kind of additional transportation shall be covered by you.

1.4.5. It shall be considered that a delivery is duly performed and the products handed over correctly if we deliver the packages to a person found on the shipping address specified by you, who seems to be authorized to receive the delivery.

1.4.6. Upon receipt of the product/s you are obliged to check without delay the integrity of the shipment, as well as the content of the product and to start Registration and activation for the myPOS Service.

1.4.7. Risk of loss: All items purchased from myPOS online store are made pursuant to a shipment contract. This means that you agree that the risk of loss and title for such items pass to you upon our delivery to the carrier.

1.5. Customs, Duties & Taxes

1.5.1. Sometimes packages may be stopped and inspected by Customs officials at the border of your country. In our experience these inspections are quick and easy, but in some cases it may cause a delay in your package arriving. Usually these delays will be shown in your tracking information.

1.5.2. If Customs officials decides that your package cannot enter your country, it will be returned to us. In this case, you will be issued a full refund minus shipping and return shipping costs when we receive package back.

1.5.3. It's also important to understand that you may be charged duties & taxes by your government at the time of receiving the package. The duties & taxes laws vary greatly from country to country, so it's best you check the laws in your country. If you refuse to pay the duties & takes charge when accepting the package it will be sent back to us and we'll refund you the full amount minus shipping and return shipping costs.

1.6. Return of the order. Warranty.

1.6.1 14-days cancellation period for consumers upon online purchase: In case you qualify as a consumer upon order, purchase or delivery of the products via myPOS online store you are entitled to return the delivered product/s within a period of 14 (fourteen) days after the delivery date. The shipping costs to return the product back to us shall be on your account. Prior to return of the product, you must contact us via email or phone. After successful return of the product to us, we will return your money to the original payment source or via bank transfer to your personal bank account, which you paid for the product. You understand and agree that the refunded amount shall include only the price of the returned myPOS less the initial costs for shipping to you. In case the product is delivered to you via our distributor you still have to address to us in order to exercise your right of returning the product within the specified period.

1.6.2. In all cases, if you wish to return the product due to technical problems with activation of the device or registration for myPOS Service you have to contact us as the problem may be rectified remotely with our assistance.

1.6.3. In all cases, you must return the product in its original packaging, including all parts and accessories, originally inserted in the product. You must perform these conditions in order to return the product. Once the product is returned and the conditions are met by you we shall return the price paid by you for the products via crediting it to the card of Client, used for the purchase or via bank transfer or in other way agreed on between the Parties.

1.6.4. We do not take title to returned items until the item arrives at our Return center. At our discretion, a refund may be issued without requiring a return. In this situation, we do not take title to the refunded item.

1.6.5. All myPOS terminals contained in myPOS packages are subject to a one-year warranty. For additional information you may review the Return Policy published at www.mypos.eu, section Legal.

2. General Terms

2.1. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Website for myPOS Service must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

2.2. Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

2.3. Indemnity

You agree to indemnify, defend and hold us harmless and our affiliates from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this online store your from your breach of the Terms & Conditions.

2.4. Variation

We shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the content, products and offers that appear on this online store.

2.5. Third Party Agents. Distributors.

By ordering the product via our online store you acknowledge and agree that we have the right to use third party agents – distributors, to ship you the ordered product depending on your country of residence and to perform other of our obligations under this agreement without your prior consent. Our distributors act as subcontractors and not acting as either our agent or principal. We shall be responsible for the performance of these distributors.

2.6. Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

2.7. Complaints

We operate complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

2.8. Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of ours.

2.9. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

2.10. This Website may contain links to other websites (the "Linked Sites"), which are not operated by us. We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

2.11. Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at https://www.mypos.eu/en/terms-conditions/country:bgr/doc:privacy-policy. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

2.12. Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way

offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and we will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

2.13. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

2.14. Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain our property or property of its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by us or its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

2.15. Other Businesses selling the same or similar products

Parties other than us, such as myPOS Distributors or others, may operate stores, provide services, or sell product lines directly from their websites or via the online store platform at www.myPOS.eu, www.myPOS.com. In addition, we may provide links to the sites of other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites or including but not limited to the price of the products they offer or sell or the deliveries and timing of deliveries. We do not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

2.16. Applicable Legislation. Competent Court.

The present contract and the relationship between both parties arising from it shall be governed by Bulgarian law. Since you are not acting in the capacity of a consumer you agree that the Parties may submit to the jurisdiction of the competent court in the City of Sofia, Bulgaria to resolve any dispute arising from this contract. Nevertheless, you consent that we still are allowed, upon our discretion, to bring a claim or apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court or jurisdiction.

In cases in which you act in your capacity of consumer all dispute shall be brought to the jurisdiction of the competent court as per your domicile.

3. Additional myPOS Software & Hardware Terms and Conditions

3.1. Use of the myPOS Software & Hardware (Our Software & Hardware). You may use Our Software & Hardware solely for purposes of enabling you to use and enjoy the myPOS Services as provided by us, and as permitted by the present Terms & Conditions and by the Legal agreement for myPOS Service. You may not incorporate any portion of Our Software & Hardware into your own programs or hardware/devices or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license Our Software & Hardware or otherwise assign any rights to Our Software & Hardware in whole or in part. You may not use Our Software & Hardware for any illegal purpose. We may cease providing any of Our Software & Hardware and we may terminate your right to use any of Our Software & Hardware at any time. Your rights to use Our Software & Hardware will automatically terminate without notice from us if you fail to comply with any of these Terms & Conditions or with the Legal Agreement for myPOS Service. Additionally, third party terms contained within or distributed with certain Software & Hardware that are specifically identified in related documentation may apply to Our Software & Hardware (or software incorporated with our Software & Hardware) and will govern the use of such software in the event of a conflict with the present Terms & Conditions. All software used in any myPOS Service is our property or property of our affiliate or of our software suppliers and is protected by the EU and international copyright laws.

3.2. Use of Third Party Services. When you use the myPOS Software & Hardware, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.

3.3. No Reverse Engineering. You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with Our Software & Hardware, whether in whole or in part,

or create any derivative works from or of Our Software & Hardware.

3.4. Updates. In order to keep our Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

3.5. Export Regulations; Government End Users. You must comply with all export and re-export restrictions and regulations applicable in the EU and our license to distribute myPOS terminals in EU and the licenses of the Financial Institutions providing the payment services.

4. Definitions.

"myPOS Services Ltd" a company incorporated in Bulgaria under company number 204713889, with address and registered office Business Park Varna No B1, Varna 9023, Bulgaria.

"myPOS package" or **"products"** 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.

"Services", "myPOS Service", means the e-money and payment services for acquiring of payments with cards with the logo of the Card Organizations and settlements of proceeds to account for e-money of Client. myPOS is designated to Clients for acquiring of card present transactions and myPOS Online is designated to Clients for acquiring of online payments card-not-present. The Services also include the account for e-money, used to receive the proceeds from acquiring and money transfers, as allowed by the Service and the Business Card. myPOS Service is regulated under a separate Legal Agreement for myPOS Service available at www.mypos.eu. myPOS Service is available only within the territory of EEA. In case a product is ordered outside EEA the product may not be used for myPOS Service but only for testing purposes.