Legal Agreement for myPOS Card

Last update: 8th of May 2019

Welcome to myPOS!

"**myPOS Service**" is a FinTech 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 ("Financial Institutions").

1. Legal relationship and Service

1.1 This Agreement is between the Client using myPOS Service and myPOS Card (referred to as **"you"**) on one side and myPOS AD, with registered seat and address in the Republic of Bulgaria, Varna 9023, Business Park Varna B1, Company Number 205050564, e-mail address for clients: help@mypos.eu, acting as an agent, under the meaning of art. 43 from the Payment Services and Payment Systems Act, of the Member, the latter being fully authorized to provide services in all EU/EEA member states, Principal Member of MasterCard, VISA, JCB and UnionPay ("Card Organizations"), and providing the issuing of card/s and payment transactions with cards under this Agreement (collectively referred to as **"us"** or **"we"** or **"our"** or **"Agent of Member"**), which parties are defined in the Definitions below.

This Agreement represents an inseparable part of the Legal Agreement for myPOS Account, concluded between the Financial Institution and you and regulates the use of myPOS Card.

1.2 Summary of most important definitions:

"myPOS Card" or **"Card"** is a business debit card, issued by us, stated on the back of the Card or in the App, with the logo of the Card Organizations, personalized with security characteristics, such as PAN, PIN and CVC, and used for payments on POS or Internet or cash withdrawals on ATMs according to the terms and limits in this Agreement and the Rules of the Card Organizations. myPOS Card or Additional Card provide access to the business e-money account, to which it is linked.

"Additional card" means a card, which is linked to the business 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;

"Card Organizations" means MasterCard International ("MasterCard"), VISA Europe (VISA), JCB Europe ("JCB") or any other card association or organization applicable hereunder, including any parent, affiliate, subsidiary, or successor, of any of them;

"Financial Institution" means the entity that provides and services your myPOS e-money account under your Legal Agreement for myPOS Account;

"Agent of Member" means myPOS AD, with registered seat and address in the Republic of Bulgaria, Varna 9023, Business Park Varna B1, Company Number 205050564, e-mail address for clients: help@mypos.com, which is an agent of the Member, iCard AD, as defined in this Agreement.
"Member" means iCard AD, having its seat and registered office at: Bulgaria, Sofia, 76A James Bourchier Blvd., PO 1407, UIN: 175325806, authorized and regulated in EU by the Bulgarian National Bank as an Electronic Money Institution under the Electronic Money Directive 2009/110/EC (the "EMD") with license No. 4703-5081/25.07.2011, Principal Member of MasterCard, VISA, JCB, UnionPay, AMEX and other Card Organizations and providing e-money, issuing and acquiring of cards payments and other payment services in all EEA countries under the EU passport rules of the PSD. A copy of the Public Register of E-money Institutions where the Agent and the Member and E-money Institution are registered can be found at http://www.bnb.bg/PaymentSystem/PSPaymentOversight/PSPaymentOversightRegisters/index.htm?toLang=_EN;

"Personalized security features" or **"Identifying Credentials"** means all personalized security characteristics of all payment instruments, such as the App Secret code, 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 you for accessing your myPOS Account and payment instruments and for using the Service under this Agreement. You may view your personalized security features in the myPOS Profile after entering the App Secret Code initially specified by you;

"3D Secure" means a specific Personalized security feature, which is applied to any online Card transaction made on a 3D-enabled Merchant's virtual POS.

"3D-enabled Merchant" means an entity, operating a virtual POS that is compliant with the 3D-secure standard and redirects

any cardholders which are transacting on the virtual POS to the respective 3D-secure portal of the issuer of the Card.

1.3 The present agreement regulates the issuing, use and execution of payments with myPOS Card, which may be:

(i) Plastic payment card: a CHIP&PIN payment card with the logo of the Card Organization and myPOS logo, issued by us.

1.4 Issuing of Cards:

(i) The plastic Card for POS and Internet purchases and ATM or POS cash withdrawals is not issued automatically and must be ordered by you via your online account or the myPOS Mobile App, and we may charge issuing fee for it. The Card is issued and linked to your myPOS Account as described in this Agreement. In case, where allowed by the myPOS Service you may purchase or otherwise obtain an inactive myPOS Card by an authorized Agent or Distributor of the myPOS Service or Agent of Member, which will be inactive and not loaded with funds. You agree that to activate such card, you have to enroll for the myPOS Service and agree with all Legal Agreements and documents and requirements for identification and verification applicable to your use of the Service

(ii) Your use of the Card/s is subject to opening and maintaining of at least one valid myPOS account.

1.5 You acknowledge and agree that myPOS Card will be deem as issued and you can use the myPOS Card upon the following conditions being met:

(i) Agreeing with the Legal Agreement for myPOS Account and the present Agreement for myPOS Card and all supplementary legal agreements (if applicable);

(ii) Protecting your privacy is very important to us. You must read and agree with the Privacy Policy, part of this Agreement, to better understand our commitment to maintain your privacy, as well as our use and disclosure of your information;

(iii) Registering for the Service with entry of valid and true data, such as your name of, Country of residence, mobile phone number that will be used by the Service, principle currency of the e-money account and other, as required by us;

(iv) Verifying the mobile phone number as indicated by us;

(v) Perform the procedure for Card activation as indicated by us on the cover of the Card, or in the App or on the website of the Service. In some cases, we may allow limited use of the Card prior to completion of the client verification procedure with regulatory limits, such as 150 EUR or other in compliance with the law. The limits are specified below in this Agreement and may be changed due to regulatory requirements or at our discretion in case of higher risk.

(vi) Successfully pass the identification and verification procedure as per your Legal Agreement for myPOS Account, to which account the Card will be linked.

1.6 By clicking ¨Accept¨ or ¨ Agree¨ where this option is made available to you by us via the online account for the Service or vie the Mobile Application for the Service and which you hereby adopt as your electronic signature you consent and agree to the terms and conditions of the present Agreement and therefore the electronic document of the Agreement is deemed as duly signed by you.

1.7 A link of the Agreement will be provided to you in the myPOS platform from where you may download the Agreement in printable form during or immediately after the sign-up process. A copy of the Agreement, as amended from time to time, is available to you in the myPOS platform and also on website www.mypos.eu. You may request to be provided with a copy of the Agreement, and a link to the Agreement will be sent to your registered mobile number for the service.

1.8 The Agreement and all communication between you and us will be in English language. Where we have provided you with a translation of the English-language version of the Agreement or communication in other languages, this translation is only for your convenience and you explicitly agree that the English-language version 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.

1.9 You declare that you are concluding the present Agreement you own behalf only and that you are not acting on behalf or on account of third party with respect to the use of the Card.

2. Payment transactions with Cards:

2.1 The payment order executed with Card will be received by us in electronic form. Your consent for execution of the payment transaction with Card becomes irrevocable when you present the Card/NFC-enabled phone for execution of the

transaction and:

(a) the chip or the magnetic stripe of Card or NFC built chip is read by the ATM or POS device and/or a valid PIN is entered (except for contactless payments of small amounts) and/or you or authorized cardholder signs the receipt from the device; or

(b) by giving the Card or entering it into a terminal and reading of its chip on a self-service terminal; or

(c) by entering the data of Card, such as the 16-digits number, validity date or CVC2 code in the Internet; or

(d) by providing the card data (number, validity, CVC2) to the provider of goods or services and authorizing him to use it for payment of the respective service by fax, telephone or other communication device. In case of contactless payments of small amounts for which entry of PIN is not required as per the Rules of the Card Organizations, your consent for execution of the payment transaction with the contactless functionality becomes irrevocable when you present your Mobile phone to the NFC enabled POS and enter the PIN for the myPOS Mobile App.

2.2 Card, which has been personalized with your names in your capacity of a cardholder, must be used only by you. Card, which has not been personalized with your names in your capacity of cardholder (if offered by the Service), may be used by you or third parties, to whom you provide or make available the Card for which you shall be fully responsible.

2.3 In case you are eligible and have more than one E-money account, provided by the Financial Institution, you agree that the cards may be linked to the different accounts and can spend the balance available in the account, to which the card are linked only.

2.4 The spending limits with Cards or via Contactless Payments are set out in your online account for the Service. To minimize the risk from losses and/or unauthorized transactions, you may set even more strict spending limits online account for the Service via the Mobile App and manage the security characteristics of the payment instruments, as allowed by the Service, via your online account for the Service. Requests for blocking and unblocking of Cards may be made only by you (in your capacity of main cardholder).

2.5 You understand and agree that in some cases when you perform a cash withdrawal transaction with your Card at ATM or POS terminal the Service provider supporting the terminal may charge you a fee for the transaction. You understand and acknowledge that we may not control the amount of such fees, prevent their application or affect them in any way. We are not liable for the fees determined by other Service providers.

3. Payment instruments security features. Security measures and Safety Requirements. 3D Secure:

3.1 We have provided to you personalized security features, which comply with the principles of strong customer authentication, for using all payment instruments, included in the Service, such as, but not limited to secret code for access to the myPOS App, secret code for confirmation of payment orders, embossed number of the card, PIN, CVC/CVV or similar code of the card/s and others, which are necessary tools for preserving the security of your payment instruments. We will make sure that the personalized security features of the payment instruments are not accessible to parties other than you or any user authorized by you to use the payment instrument, without prejudice to your obligations.

3.2 You are able to control the security of the payment instruments, by enabling or disabling them for certain transactions, such as Internet transactions, ATM cash withdrawal or other, receipt of SMS after each transaction with Card, and imposing limits, which are more stringent than our default spending limits via the Service (online account, myPOS Mobile App or SMS commands). You agree to use these security control mechanisms available in order to minimize the risks of unauthorized access to your account and unauthorized transactions. You must use the functionalities for disabling cards for Internet transactions and cash withdrawals only with one click and enabling such Internet transactions or cash withdrawals only when you wish to make such transactions.

3.3 You agree to use personalized security features for your payment instruments only in accordance with this Agreement and with the law. You must not provide and must not allow disclosure of the personalized security features to a third party even where the Card or payment instrument is PIN based, because even in this case Card or payment instrument can be comprised and result in unauthorized transactions, for which you are fully liable. The breach of this obligation is breach of your obligation for protection of personalized security characteristics of payment instrument and you will be fully liable for unauthorized transactions as a result of your breach of this obligation willfully or with gross negligence.

3.4 When you do not act as a Consumer you agree that when a transaction is executed with your myPOS Card the use of your myPOS Card recorded in our system by us as appropriate means that the transaction is authorized by you. The appropriate use includes without limitation any transaction in which the chip or the magnetic stripe or NFC built chip of your myPOS Card is

read by any ATM or POS device, or a self-service machine, and/or your valid PIN is entered, and/or the data of your myPOS Card, such as the 16-digits number, validity date or CVC2 code is entered in the Internet. In case where the transaction is executed by a third party the use of your myPOS Card recorded in our system as appropriate means you have breached your obligation for protection of your security features with gross negligence or you have acted with fraud, or you have willfully shared your personalized security features with a third party.

3.5. If you believe that your Card(s) or other payment instruments have been used in an unauthorized manner or in case of unauthorized transactions, you have to contact us without undue delay. You agree to notify us via the Contact Center, 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 Cards, and to take all preventive and security measures as allowed by the Service, including to disable the compromised payment instruments via the Service, or allow us to do it and limit the risks of unauthorized transactions and damages. You also agree to notify us without undue delay and in the same manner of any other breach of security regarding the Service of which you have knowledge.

3.6 We may suspend the use of the Card in part of wholly, including block the Card/s or the Contactless Payments, where we suspect that their security may have been compromised or that unauthorized or fraudulent use has taken place. We will inform you in advance or, if that is not possible, immediately after, of the suspension of the use of the Card, specifying the reasons for the suspension, unless such provision of information would compromise reasonable security measures or be otherwise unlawful. We will unblock the use of the Card or replace your personalized security characteristics, as soon as practicable after the reasons for the suspension cease to exist and on condition that you have performed all obligations towards us.

3.7. 3D SECURE TERMS – Applicable as of 1st of March 2019 and no later than 1st of April 2019:

3.7.1. Your Card/s is/are automatically enrolled for use with the 3D Secure service upon online transactions with the Card. 3D Secure is a secure way of using your Card to make purchases on the internet with 3D-enabled Merchants. You are responsible to check and update the mobile phone numbers, to which your Card/s are linked in myPOS Service, including the mobile phone numbers of other users, who you have authorized to use additional cards, linked to your e-money account.

3.7.2. We shall send a notification, containing a One-time password (“OTP”) code to your linked Mobile phone for the respective Card, or via other means if applicable, each time you make a purchase online on a 3D-enabled Merchant's virtual POS. 3D Secure is provided by the Member in association with Mastercard SecureCode™ and/or Verified by Visa™.

3.7.3. Your use of 3D Secure enables us to carry out strong customer authentication of our cardholders. No other implicit or explicit warranty in regards to the transacted goods or services is made by us when providing you with the 3D Secure Functionality. We do not verify the identity of any merchant or organization that you contract with on the internet nor do we make any statement about the goods or services of any merchant or organization that you choose to place an order with or make a purchase from.

3.7.4. Prior to any online purchase with the Card/s, you must ensure that your mobile phone is able to receive the OTP code in relation to iCard 3D Secure.

3.7.5. Whenever you use your Card/s in order to make a purchase on the internet from a 3D-enabled Merchant you will be presented with an electronic receipt and the OTP code will be sent automatically to your mobile phone, to which the Card is linked. The OTP will be sent via SMS, or push notification, or through another application, like Viber, GateKeeper or similar, or in other ways allowing codes to be sent to mobile phones.

3.7.6. Before confirming your internet purchase or order on a 3D-enabled Merchant website, you will be redirected to a web-page which shall include the transaction’s details, such as store name, purchase amount and date, if applicable. You will be asked to sign the order by entering your OTP code and clicking 'Submit' to proceed with the purchase. Without entering your OTP code, the internet purchase cannot be completed at 3D-enabled Merchants. In case the OTP code is entered incorrectly three consecutive times you will not be able to proceed with the purchase. If you do not receive the OTP code automatically you may send us a request for the OTP code to be sent to you again. You can make three requests for the OTP Code to be sent to you. If you do not receive the OTP, you have to check that the mobile number, which you have registered and linked to the Card is correct and is the one actually being used, and contact us in case of need.

3.7.7 If you change any linked Mobile Phone Number/s, your address (including Your Email Address), or any of the particulars of the means in which you receive OTP codes, you must notify us immediately to ensure that our records are up to date and we are able to send the OTP. Notices under this condition should be sent to us as set out in the Communications and Notices part of the present Agreement.

3.7.8. You will be responsible for any fees or charges imposed by third parties in connection with your use of 3D Secure.

3.7.9. (a) We do not verify the identity of any 3D-enabled Merchant nor make any statement, express or implicit, about their goods or services or whether you should contract with them.

(b) The OTP code will only be valid for the purchase you have received it for. You are responsible for maintaining the confidentiality of your OTP codes. You must not give your OTP codes to anyone else.

(c) If you think that there may have been an unauthorized internet transaction with your Card, you must notify us immediately in accordance with the present Legal Agreement and the Legal Agreement for myPOS Account.

(d) You agree and confirm that we shall have the right to reject or terminate your use of 3D Secure in cases where we are acting on any of our rights under the present Agreement or the Legal Agreement for myPOS Account, including where the myPOS Account is provided by a different provider.

3.7.10 You hereby agree and confirm that where a payment with 3D Secure was made using your Card, the insertion of an OTP Code shall be treated as your valid and irrevocable consent to comply with the payment instruction. You are responsible for all instructions sent using your OTP codes. You are responsible for ensuring that you keep your OTP codes secure and confidential. Further information about your liability and our liability in relation to the use of your Card is set out below in the respective parts of the present Agreement.

3.7.11 Availability of 3D Secure. We try to give a complete service at all times but do not guarantee it. We will not be responsible to you for any unavailability of 3D Secure or any malfunction thereof where any failure on our part is due to:

(a) abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary; or

(b) Our obligation to comply with any other provisions of applicable laws.

4. Protection of Your personal information and Financial Secrecy:

4.1 We are authorized to store and process your data, including personal data in terms with applicable legislation, 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 fulfill its duties and do this solely within the scope of the service provided to you. In this respect you authorize us to collect, process and store data relating to you from other banks and other professionals. For information about the data protection Policy, you have to read the Privacy Policy, inseparable part of this Agreement, available on the website for the Service and in the myPOS Mobile App. You may request that an electronic copy of Privacy Policy is sent to you in PDF form by contacting us via the online account for the Service.

4.2 Financial Secrecy: we are bound, in accordance with the applicable law, to observe secrecy and confidentiality with regards to all information which you disclose to us regarding yourself ("Secret Information"). However, we are authorized by the applicable 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 similar, requiring financial institutions to exchange automatically 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 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 you;

c) required for any of our proceedings against you for recovery of sums due to it in terms of the business relationship or for defending us against any claim with regard to services provided to you in connection with which the secret information has been obtained by us;

d) otherwise permitted by you including when you require us to provide a reference or a status report to a third party or by any applicable law.

e) to the company operating myPOS Platform and the Financial Institution providing you with the myPOS Account to which your Card is linked, including but not limited to full KYC data and files on you.

4.3 In accordance with the provisions of the applicable law, by accepting this Legal agreement, you consent to disclose

information about yourself, 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 Agent or Member's rights against you, or to any person who may otherwise enter into contractual relations with us in relation to the business relationship with you;

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.

4.4 Identity Verification for Anti-Money-Laundering Requirements and Fraud detection:

(a) You acknowledge that we are offering and continue to offer the Services to you on the condition that you satisfy all due diligence and identity checks that we may conduct, and that you comply with our requirements or with the requirements of the Card Organization, 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. You 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) You consent to us 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 yourself, including personal data as defined under relevant data protection legislation, for the purpose of conducting applicable due diligence and identity checks by our side, and you agree that such third parties may retain the information shared in this way.

(c) Non-satisfaction of the conditions in this clause, including that you provide information requested by us to conduct identity verification or determine compliance with anti-money-laundering requirements, may result in decline or immediate suspension of your use of the Service and/or also termination of this Agreement without prior notice to you.

5. Service Fees:

5.1. We will charge you fees to use the Service, as specified in the Tariff. Tariff may be changed by us unilaterally with 2-month notice sent to you. Updates in Tariff will be indicated via the online account for the Service or the myPOS Mobile App, and you will be duly notified in accordance to the Agreement. We may charge fee for transfers, if it is stated in the Tariff.

5.2 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 you in your online account. The Currency exchange fee is retained by us and will be applied whenever we perform a currency conversion according to your payment instruction. You may calculate via your 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.

5.3 Where a currency conversion is offered by us at the point of sale you will be shown in your Mobile App or on the website for the Service the foreign exchange rate that will be applied to the transaction before authorizing the payment transaction. By proceeding with authorization of the payment transaction you are agreeing to the currency conversion on the basis of the foreign exchange rate. Where a currency conversion is offered at the point of sale by the Merchant, not by us, you choose to authorize the payment transaction on the basis of the Merchant's exchange rate and charges, we have no liability to you for that currency conversion. Where your payment for e-money is funded by a Debit or Credit Card and involves a currency conversion, by entering into this Agreement you agree and authorize us to convert the currency in place of your Credit or Debit card issuer.

6. Client liability

6.1 In case you qualify as a consumer in accordance with the applicable law you will be liable for all losses incurred in respect of unauthorized transactions, as a result of use of lost or stolen payment instrument, or from the misappropriation of a payment instrument up to a maximum of 50 EUR or its equivalence in other currency. When you do not qualify as a consumer you shall be liable without limitation for all losses incurred in respect of any unauthorized transactions as a result of use of lost or stolen payment instrument, or from the misappropriation of a payment instrument..

6.2 Notwithstanding the provision above, you 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 you have acted fraudulently or have, with intent or gross negligence, failed to comply with the Agreement or law, including your obligations to preserve the security of your Identifying Credentials, providing access to your account, e-money or Card or other. When you do not act as a Consumer and you use your myPOS Card you agree that it is for you to prove that the payment transaction was unauthorized or incorrectly executed.

6.3 You shall be entitled to redress losses (excluding fees or interest in case of when you are not a Consumer) incurred by you in respect of unauthorized or incorrect transactions made after you have informed us for the unauthorized or incorrect transaction and we have been able to block the Card or other payment instrument without undue delay in the day when your account was debited or within 7 (seven) days afterwards, and in case where you act as Consumer, no later than any longer period after the debit date, as provided in applicable legislation in the interest of consumer. We will, on your request, make efforts to trace the transaction and notify you of the outcome. In case where, or the Client qualifies as a consumer in accordance with the applicable legislation the Client is obliged to notify us on the unauthorized transaction no later than 13 (thirteen) months as of the debit date of the unauthorized transaction's agents or sub-contractors. Where you are entitled to a redress, we will refund the amount of the unauthorized transactions, less applicable fees as per Tariff, by crediting your account.

7. Termination of the Agreement

7.1 You acknowledge and agree that we may stop providing the Services to you, as provided in the Agreement and upon request of the Financial Institution, providing you with the account, to which the Card is linked. You may stop using these services at any time, without need to inform us. The Agreement will continue to apply until terminated either by you or by us, as set out below.

7.2 If you want to terminate the present Agreement with us, you may do so immediately and without charge for termination at any time, provided your account is in good standing, by:

(a) Notifying us, in accordance with clauses for communication by you and us below; and

(b) Return of your Card to us.

7.3. In case of any risk of Damages for us, resulting from reversals, chargebacks, claims, fees, fines, penalties, your non-compliance with AML/FT or other regulations and other similar liabilities arising from your use of the Service, we may stop providing the Services and/or hold your 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. You will remain liable for all obligations arising under this Agreement even after Termination of Agreement and/or closing of account.

7.4 We may, at any time, terminate the Agreement with you without notice if:

(a) You have breached any material provision of the Agreement, including, but not limited to the Acceptance Policy, or law or Regulations, or Rules of Card Organizations or other Organizations (or have acted in a manner which clearly shows that you do not intend to or you are 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 you becomes non-compliant with the Regulations).

(c) The Financial Institution, providing to you the myPOS e-money account, to which the Cards are linked, has blocked your account or is terminating your Agreement with you for any reasons. In such case we shall not be liable for terminating this Agreement with you.

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

7.6 When this Agreement comes to an end, all of the legal rights, obligations and liabilities that you 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 11.4 will continue to apply to such rights, obligations and liabilities indefinitely.

8. Limitation of Warranties:

8.1 We make no express warranties or representations with respect to the provision of the Service. In particular, we do not

warrant to you that:

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

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

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

8.2 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.

8.3 Nothing in the Agreement will affect those mandatory statutory rights to which you are entitled as a consumer and that you cannot contractually agree to alter or waive.

9. Limitation of Liability:

9.1 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.

9.2 Subject to the previous Clause, we will not be liable to you for:

(a) Any indirect or consequential losses which may be incurred by you. 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 you;

(b) Any loss or damage which may be incurred by you as a result of:

(i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you 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 your use of the Service;

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

(vi) Any fraudulent use of the Service or attempt for fraudulent use by you or third parties related to you;

(c) Any compensation for fees or interest paid or levied on you who are not Consumers, as a result of non-performance or incorrect performance of a payment transaction.

10. Communications and Notices

10.1 All information will be made available or provided to you in an easily accessible manner, in easily English language or other language supported by us, in a clear and comprehensible. For each transaction made through the Service we shall provide you information about its execution deadline, the fees to which you will be subject and, if applicable, a breakdown of the fees, provided such information is requested prior to execution. Furthermore, once the fees have been debited from your myPOS account, we shall provide you with the following information: (i) a reference number that enables you to identify each payment and, if applicable, information about the beneficiary; (ii) the amount involved in each payment; (iii) the amount of any fees charged and, if applicable, the corresponding breakdown; and (iv) the date of debit or receipt of a payment order. You are entitled to request this information to be provided or made accessible regularly, at least once a month, free of charge, provided that you are allowed to store this information and reproduce it without changes.

10.2 You agree that we may send notices and other communications to you via emails to your registered email, via your online account, via your myPOS App or other reasonable means to any matter relating to your use of myPOS Card, including the Agreement (and revisions or amendments to it), notices or disclosures regarding the Card and payment authorizations.

10.3 Particular communications will be handled as follows:

(i) The Agreement will be provided in your online account for the Service at the sign-up and will also be available on the

website for the service;

(ii) Notifications on changes to this Agreement after the sign-up will be sent to you via emails or provided on via your online account or via your myPOS App for the Service;

(iii) Except where this Agreement provides otherwise, a notice to terminate this Agreement will be sent to you via emails or provided on via your online account or via your myPOS App for the Service;

(iv) Information about balance or transactions or statements will be made available in transaction history on your online account or via your myPOS App for the Service;

(v) Information about a suspension of the use of the Card and about the rejection of transactions with e-money will be sent to you via emails or will be made available via your online account or via your myPOS App for the Service.

10.4 Any notice sent to us under this Agreement has to be sent by registered post addresses of registered office, as applicable:

For the myPOS Card and all card services:

Att: myPOS

myPOS Cards Team

myPOS AD, Business Park Varna B1, Varna 9023, Bulgaria

10.5 In the following urgent cases, you have to notify us immediately and without delay:

(i) Notification of loss, theft, unauthorized use or security breach must be made immediately to the Contact Center on numbers stated on website for the Service and on the back side of the Card;

(ii) Notification of application for Card should be sent via online account for the service or the Mobile App.

(iii) Notification by you that you do not agree to the amendment of the Agreement and wish to terminate the Agreement prior to entry into force of the amendments has to be sent from you via the online account for the Service or via email from your registered email.

(iv) Notifications by you that you complain about certain services have to be sent via the online account for the Service, via email from your registered email or via your registered mobile number.

10.6 To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

11. General legal terms

11.1 Unless otherwise expressly stated in the Agreement or Tariff, all amounts stated in the Agreement are denominated in EURO (EUR) or in Bulgarian lev (BGN).

11.2 This Agreement, including Privacy Policy, Tariff and the other Legal Agreements, constitutes the whole legal agreement for your use of the myPOS Service.

11.3 You agree 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 ours rights and that those rights or remedies will still be available to us.

11.4 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 to you, in your capacity of a Consumer, then that provision will be deemed void and will be removed from the content of the Agreement with you without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

11.5 You may not assign your rights or obligations, in part or in full under the Agreement or otherwise sub-contract or transfer any of your rights or obligations under the Agreement without our prior written consent.

11.6 We may transfer or assign our rights and obligations under the Agreement to third party, which is a licensed Member by

giving to you at least a two-month notice via e-mail previous the date of the transfer , or a shorter notice if such a transfer is required for regulatory or legal reasons. In case you disagree with such transfer we shall provide you the possibility to terminate the Agreement free of taxes, penalties or other providing your account is in good standing.

11.7 Any claim or dispute arising under the Agreement for the card or because of the provision of the Service related to the card should, in the first instance, be referred to us and the Member, in writing to the Complaints Officer at the address of the Member or via the Client's registered e-mail for myPOS Service on complaints@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 unless we have reasonable grounds to suspect fraudulent claims or similar conduct and our Client has not been identified and verified according to our requirements, in which case we will report such conduct the competent authorities. If the Client is still dissatisfied with the outcome, the Client may direct his/her complaint as following:

For Complaints related to this Agreement for card services, provided by myPOS AD as an agent of iCard AD:

Conciliation Commission for Payment Disputes on the following address: Bulgaria, Sofia, 4A Slaveykov Square, fl. 3, entitled to offer out-of-court solution, which have to be accepted by both Parties.

11.8 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 IT systems, such as your online account for myPOS, our Card System, our Register of E-money or other software systems or platforms used by us in our capacity of regulated E-Money Institution or our Agents or sub-contractors, in the capacity of our authorized Agents or sub-contractors, licensed to use our software or platforms.

11.9 "myPOS", "myPOS Card", and all related URLs, logos, marks or designs, scripts, graphics, interactive features and similar, software, interfaces, standard or special design of Pay Stickers or visualizations or other related to the Service, including logos and marks of Card Organizations are protected by our copyrights, trademark registrations or Patents or other of our intellectual property rights or of third party Licensor. You 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.

11.10 You agree that you use myPOS Card not as a consumer but as a person running a business activity. Being such, you understand and accept that the imperative rules of the applicable legislation governing the Charges applicable, the Consent and withdrawal of consent for authorization of payment transactions, the Evidence on authentication and execution of payment transactions, Payer's liability for unauthorized payment transactions, Irrevocability of a payment order, Payment service providers' liability for non-execution, defective or late execution of payment transactions, as defined in the Directive (EU) 2015/2366 and the national legislation which transposes the Directive, will not apply in those cases where the relevant provisions of this Agreement stipulate differently.

11.11 The Agreement and relationship between the client and us arising under this Agreement will be governed by Bulgarian law (law of the country of the respective Financial Institution). Since the Client of myPOS Service is not a consumer the parties agree to submit to the jurisdiction of the competent court in the City of Sofia, Bulgaria to resolve any dispute arising between them. Nevertheless, the Client agrees that we will still be 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.