## Merchant Agreement

Last update: 06.03.2020

### 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 Merchant Agreement is between the Client and the Agent of the Member, Principal Member of Mastercard, VISA and JCB, AMEX, Union Pay and others, as defined below in Definitions (hereinafter referred to as “us”, “we”, “our”, “Agent of the Member”), entitled to provide Card Processing Services under EU Payment Services Directive (Directive (EU) 2015/2366) and EU E-money Directive (Directive 2009/110/EC).

**1.2 “Account”, “myPOS Account”** or **“account for e-money”**, means the business account for electronic money, to which we shall settle the amounts due to Client from the Card Processing Services;

**1.3. “Card Processing Services” or “Service”** means the authorization and settlement of payments with the cards (present and not-present) with the logo of the Card Organizations, subject to all terms of this Agreement and the Rules of the Card Organizations;

**1.4 Payout to Client of amounts collected via card acceptance:** Subject to all terms and conditions of this Agreement the Agent of 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.

**1.5** 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 Institution, opening of accounts for e-money in various currencies that the Financial Institution 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.

**1.6 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.

**1.7** This Agreement does not regulate the 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.

**1.8 Important: After the Client completes the online registration on the myPOS Website, the Client will only be provided with an Online profile for logging in on the platform from where an application for myPOS Service may be submitted. At that stage, before the application for myPOS Service passes through all applicable due diligence measures and our approval the Client shall not be provided with any e-money or payment services or other similar financial services.**

The Client is entering into contractual relations for the provision of e-money and other payment services only after successful fulfilment of all below stated conditions precedents ("Effective Date"):

- The Client agrees with this Legal Agreement for myPOS Account.
- The Client has passed through all due diligence measures for identification and verification.
- There is an approval of the request of the Client for e-money account opening.
- The licensed electronic money institution has received funds for issuing of e-money.

The Client understands that prior to the completion of these condition precedents the Client may only have a Profile in myPOS Platform.

**1.9** 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.

**1.10** 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.

**1.11 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.

**1.12 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.

**1.13** 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.

**1.14** 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.

**1.15** 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.

## 2. Eligibility. Registration, 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 agrees that the payout of amounts due to Client from Card Processing Services shall be settled to Client's myPOS Account.

**2.4.1** In case Client is eligible and have more than one E-money account, provided by the Financial Institution we will visualize for Client's convenience only the total amount of all available balances held by Client in the Financial Institution in the primary currency selected by the Client in accordance with the applicable exchange rate applied by the Financial Institution. The claim of the Client for the Balance of e-money against us is only equal to the amount of electronic money in the respective currency, in which the electronic money is issued and is subject to this Agreement.

**2.4.2** 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 Institution. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts due by the Client under this Agreement or the other legal agreements from any of the account balances held or controlled by the Client. If such as set-off will include a currency conversion we will convert the amount Client owes according to our currency exchange rate for the date of the operation.

**2.4.3** 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.

2.4.4 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 Client's Account.

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 another 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 Institution providing the e-money and payment services (see below) and Client has to be accepted by us;

(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 another 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 has to be accepted by us;

(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: We are legally obliged to identify and verify Client's identity in compliance with the applicable AML/FT laws, our Internal AML/FT rules and procedures and the applicable rules of the Card Organizations.

(i) For that purpose, we require identification and registration of Client's data on our platform (web and mobile), such as, but not exhaustively, names or company name, address, date of birth, citizenship, UIN, company number, TIN, registered e-mail address and registered mobile number and other.

(ii) Then, Client or the authorized user opening the account must undergo a face-to-face video chat identification by the employees of the Financial Institution or its sub-contractor designated in this Agreement and in the Privacy Policy. The personal data, photos, pictures of Client and documents, which are collected during the video call are described in detail in myPOS Privacy Policy, which is inseparable part of this Agreement. Client understands and agrees that in order to open account and use myPOS Service, Client must pass successfully the identification and verification via the video call and all other checks, as well as all ongoing AML/FT measures applied by us. We reserve our right to ask for any additional personal details, additional documents including without limitation, originals or certified copies of proof of address, originals or notarized copies of ID documents or other documents at any time.

(iii) Client agrees that the video call is only a part of the verification and that the Client's identity will be verified by us via independent sources, such as Company Registers, PEP registers, Dow Jones or similar databases, registers of Card Organizations or other independent sources. Client agrees with such checks and will provide all assistance requested by us in carrying out such checks. The Client agrees that we shall have full discretion in determining whether the Client is verified and continues to be in compliance with anti-money-laundering/FT requirements. We are entitled to decline, stop or terminate Service temporarily or in a permanent way in case of failure to complete the identification and verification process successfully or due to any other risk, security or regulatory reasons, for which we shall not be liable. Upon successful completion of the video call and until completion of the full verification procedure myPOS account and part of the Services will be accessible to the Client only for information and testing of the Service purposes.

(iv) Client understands and agrees that myPOS Service, including the account and card/s, shall not be activated and available until successful completion of the identification and verification procedures under our Internal AML/FT rules and procedures. We reserve our right to ask for any additional documents, personal details, originals or notarized copies of ID documents or other documents at any time.

2.7. 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 additional due diligence and verification as we may deem necessary.

2.8 After successful completion of the verification of Client and activation of the myPOS Account and 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"). 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.

2.9 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.

2.10 We may suspend the Service for operational reasons such as maintenance by us, by the Financial Institution 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.

2.11 We will use all reasonable endeavours 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.

2.12 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.

2.13 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.

2.14 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 Member to Client from the acquiring services under this Agreement.

3.1.1 The amounts collected by the Service shall become due to Client and shall be paid by us to Client's account for e-money via issuing of electronic money in the following business day:

(i) In case of transactions via myPOS Virtual or links or requests for payments - the business day of authorization of the transaction by the Card Issuer which is usually the same day of the transaction;

(ii) In case of transactions via myPOS via payment card of the Card Organizations - the business day of authorization of the transaction by the Card Issuer, which is usually the same day of the transaction.

3.1.2 In case of Pre-authorization transaction, the amount of the Pre-authorization operation is not received by us and is not credited to the Client's account until due completion of the Pre-authorization transaction in compliance with the Rules of the Card Organizations and our requirements. The Client is obliged to perform a completion of the Pre-authorization transaction, by confirming the transactions for the full or partial amount within 90 days from the date of the Pre-authorization transaction, after which the amounts collected via the Service will be credited to the Client's account. In case the Client does not complete the Pre-Authorization transaction within the period specified above or cancels the Pre-authorization transaction ("Cancelation of Pre-authorization") the amount of this transaction shall not be credited to the Client's account and the Client will be charged with a fee for the cancellation, as provided in the Tariff.

3.1.3 The amounts due by us to Client, in exchange of which electronic money shall be issued, are calculated in the following way: The amount received by us from acquiring or other payment services is decreased with the following amounts due by Client to us:

(i) any fees, charges or compensations due by Client to us for the Services or in connection with this Agreement or other Agreements with us; and

(ii) any charges and/or sums or payment amounts subject to chargebacks, reversals, refunds, reimbursements or any other entitlements or on other legal grounds, or compensations or penalties to be paid by us to Sub-Contractors or Card Organizations or other Regulators; and

(iii) any amounts subject to withhold by us, such as Reserve or Hold/Pending or withhold of amounts by us under this Agreement or other Agreements with us or in compliance with the laws and Regulations.

3.1.4. Amounts, collected via the Services, which are withheld by us as Reserve or as Hold/Pending under this Agreement or other Agreements or for compliance with laws or Regulations, are not yet due for payment from us to Client, until the reason for withhold is rectified and such amounts represent conditional obligations of ours with regard to Client. Such amounts are not considered as funds received by us in exchange of electronic money, therefore, they are not electronic money or available balance in Client's account for e-money or a claim of Client towards us until the reason for withholding or Reserve is rectified and these amounts are credit to the Client's account for e-money. Client shall be able to see the amounts withheld by us in Client online account, in the Reserve account, as Reserve or Hold/Pending, where such amounts are displayed only for information purposes and not as e-money balance. We shall inform the Client on the reasons for withholding of amounts, unless it is unlawful for us to inform Client.

3.1.5 Amounts of Pre-authorization transactions are not credited to the Client's account until due completion of the Pre-authorization transaction and settlement to us, according to the Rules of the Card Organizations. Such amounts are not e-money and are not available balance of e-money. Such amounts are displayed in a separate place in the online account of the Client, who is approved for such transactions, under Tab "Pre-authorization" only for information purposes.

3.1.6 Nothing in this Agreement shall require us to provide any credit or overdraft facility to Client and it is not intended that any such credit or overdraft will be granted.

**3.2 Funding transactions:** Client can order a credit transfer from a bank account to Client's myPOS account for e-money provided by us. Upon receipt of the amount of the transfer by us, we will issue electronic money in the same amount and currency as the amount and currency received by us and in the same business day as the date of receipt of the funds by us. We are not responsible for and do not control when we will receive the funds from Client's payment services provider and whether the payment services provider of Client or correspondent banks will charge Client fees for the transfer and will transfer the full amount to us. Client will be notified through information in the online account in the balance and transaction history on the amount of issued money and date of credit operation.

3.3 Funding transactions, involving acquiring (if there are such) with some funding methods may be rejected or limited by us for regulatory reasons (AML/FT), risk and security or to avoid conflict between various Services by us or on other grounds, or may be rejected or delayed, for reasons beyond our control. We do not guarantee the acceptance of any particular funding method, and may make changes or discontinue the acceptance of any particular funding method at any time and without prior notice to Client, for which we are not liable.

3.4 Client agrees that Client cannot make a successful Chargeback after a funding transaction, on the ground "goods not delivered or similar", as the purchased e-money (purchased goods) is issued (delivered) by us upon receipt of funds.

3.5 Requests for payments: Client's account may also be funded with e-money via receipt of money from Virtual myPOS or links for payment for card-not present payments. The Client can send a payment request or a link for payment via the Service, which has an expiry date and amount set by the Client, and if the recipient agrees to pay to the Client, the payment will be processed as a card-not present transaction on a secured platform myPOS. Client understands and agrees that a sent link or request for payment is not a promise or obligation on our behalf to credit the account or card of the recipient and that the recipient of that link or request has to agree, open the link and make an e-commerce transaction with a valid card prior to the expiry date of the payment request. We are not liable for late payments or refusals to pay via link or requests for payments.

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

4.1 If we refuse to execute a payment, the refusal and, if possible, the reasons for it as well as the procedure for correcting any factual mistakes that led to the refusal shall be notified to Client, unless prohibited by other relevant EU or national legislation. We shall provide or make available the notification to Client via email or via the online account at the earliest opportunity. We may charge a fee for providing additional information for such a notification if the refusal is objectively justified.

4.2 In case of unauthorized transaction we shall conduct a procedure for proving authentic and correct execution of payment transaction and if this procedure is completed in favor of Client, we shall reverse the operation and return the amount to Client' account, less the applicable fee in the Tariff, within the deadline provided in the law.

4.3 Client agrees that we 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.

4.4 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.

4.5 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.

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

4.6.1 Client acknowledges and agrees that Client may become liable to us for the full or partial amount of any payment, received by us or Client from the Service plus any fees or charges if the payment is later invalidated for any legal reason, including but not limited to charge back or reversal of a payment transaction, or chargeback of card-not-present transaction for payment via the Links or Requests for payments, or on other legal ground. In addition to any other liability, if there is a reversal, or if Client loses a chargeback or claim, Client will owe to 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.

4.6.2 We are entitled to withhold amounts to be paid to Client or debit amounts from Client's account, equal to the amounts subject to chargeback, reversal, refund, any claim related to Pre-authorization transactions or MOTO or e-Commerce or other claim, including the fee owed by Client and any fees and compensations paid to the Regulators, during the time of the procedure or later on, notwithstanding if the amounts have already been credited to Client's Account. Depending on the outcome of the claim against us or the Client, we are entitled to:

(i) In case of successful chargeback, reversal, refund or claim, to reimburse the funds to the Payer or cardholder (or Card Organization) or other appropriate third party and charge Client for these amounts, including applicable fee, by deducting them from the amounts due by us to Client or by debiting Client Account. In such case, we shall be entitled to debit the e-money balance first in any currency and any account of the Client opened with us, and then the Reserve, if there are no sufficient funds in the e-money balances. Alternatively:

(ii) In case of charge back, reversal, refund or claim, which have been decided in a non-appealable way as not successful, to release the withheld or blocked amounts to Client.

4.6.3 Client acknowledges that the validity of a chargeback, refund, reversal or claim will be determined by the relevant Card Organization or other third party payment service provider and we will have no discretion on the matter. We are not liable to Client in respect of any reimbursement to cardholder (or Card Organization), their payment service provider or other appropriate third party because of a chargeback, refund, reversal or claim.

4.6.4 In case a cardholder escalates a chargeback or similar procedure before the Card Organization, under the rules for arbitration procedure of the Card Organization, we shall inform Client on this and shall cooperate with Client in such procedure as per the Regulations. All costs or fees incurred by us in such procedure, including the costs or fees, paid by cardholder, in case of loss of the procedure, shall be on account of Client.

4.6.5 Client acknowledges and accepts that we may restrict or suspend the use of the Service and/or terminate this Agreement

immediately and without advance notice in the event that the levels of chargeback, refund, reversal or claims connected with the Client website or offers are, in our sole opinion, excessive.

4.6.6 In case we have reasonable doubts or we receive information from Card Organizations or other Regulators for payments with stolen cards, false cards, or unauthorized payments with cards or other irregularities in connection with Client website, we have the right to withhold or block all due amounts to Client, including in Client Account and to start an investigation without prior notice to Client. Client is obliged to cooperate us and present us all requested information related to the alleged fraud or unauthorized payments. We have to complete our internal investigation within a reasonable period and has to inform Client on the outcome. Client acknowledges and agrees that in some cases of violations we may be obliged to report Client websites to registers of Card Organizations or other Regulators and terminate the Service for the Client, for which we shall not be liable.

**4.7 Other rules for use of the Service:**

4.7.1 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.

4.7.2 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.

4.7.3 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.

4.7.4 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.

4.7.5 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.

4.7.6 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.

## 5. Reserve, Hold/Pending and other Protective Actions:

5.1. We 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. The Reserve is percentage ("Reserve Percentage") of the amount of certain or all types of processed card transactions to be settled to the account. The Reserve percentage in case of use of myPOS Online shall be 10% per default (unless otherwise agreed by the Parties when registering for the Service or unless changed as specified below) from all myPOS Online transactions. The Reserve percentage in case of use of MOTO shall be 10% per default (unless otherwise agreed by the Parties when registering for the Service or unless changed as specified below) from the total amount of all MOTO transactions to be settled to the account.
In case we consider that there is an increased risk from your use of myPOS related to fraud or other risk, we shall be entitled to impose and withhold as Reserve amounts from the card present transactions processed via myPOS, in which case we have full discretion to determine the amount of the Reserve Percentage on the basis of risk factors.
The Reserve may be set in the online account of the Merchant for the Service. If the amount of the Reserve is depleted or diminished for some reasons, we shall be entitled to withhold amounts from all types of credit transactions to the account of the Client, to replenish the amount of the Reserve or Hold. The reserved amounts will be reserved by us for a period up to 6 (six) months after authorization of the transaction or a longer period if this is necessary for the protection of our legal interests. All such reserved sums will be displayed in Client online account for the Service as Reserve or Reserved. Such amounts do not

represent electronic money and the client may not use, redeem or buy back them until the reserve period elapses and the amounts are credited to the Client's balance of e-money. The funds will be withheld with operation Withhold Reserve and shall be released with operation Release Reserve. The release of the respective reserved amounts shall be performed once per day or at other time intervals, at the end of the Business day.

5.2. We shall determine the Reserve amount or percentage depending on the level of risk of Client, geographical locations, type of business and other factors. We shall regularly check the percentage and amount retained under the Reserve percentage. If in our sole discretion the amount of the retention exceeds a reasonable amount covering the risks, we may:

(i) release the excess amount and cease to keep it as Reserved and credit it to the Client account or

(ii) lower the Reserve percentage.

5.3. If in our discretion there may be a high or higher level of risk associated with Client, the account of the Client or usage of the Service and the amount of the Reserve or retention does not correspond to the risks, we shall be entitled to unilaterally:

(i) increase the Reserve percentage without prior notice, and/or

(ii) prolong the period for which the sums will be kept as Reserved for more than 1 (one year) and/or

(iii) request a bank guarantee or a corporate guarantee or another additional security from the Client, and if not provided, terminate the Service, without liability or compensation for damages.

We may change the terms of the Reserve at any time and shall provide the Client with a notice on the changes via e-mail in reasonable time. In case Client does not agree with the changes of Reserve, Client has the right to terminate this Agreement as stipulated below in this Agreement.

5.4. If upon our discretion there may be a high level of risk associated with Client account or usage of the Service or Client has breached or is breaching the Agreement or any laws or Regulations, in addition to the Reserve, we shall also be entitled, in our sole discretion, to place a Hold on the funds held by the Client as Balance of e-money or to withdraw and keep funds from authorized transactions, which have not been yet credited to the Client's account for e-money. In relation to the Service, this may include (without limitation) an unusual level of customer refunds, chargebacks or other similar. We are entitled to withhold amounts for a period of time, which is reasonably necessary to assess our damages. Amounts which are placed on hold or withdrawn by us for the above reasons will be shown as "Hold/Pending" in the Client's account only for information purposes and only if allowed by the law. Such amounts do not represent electronic money and the client may not use, redeem or buy back them until the reason for hold/withdrawal is rectified and the amounts are credited to the Client's account for e-money.

5.5. If upon our discretion there may be a high level of risk associated with Client account or usage of the Service or Client has breached or is breaching the Agreement or any laws or Regulations, we are entitled to take other reasonable actions, which we determine are necessary to protect against the risks associated with the Client or Client's account, including, but not limited to requesting additional collateral from Client, such as a letter of credit or a personal guarantee, imposing higher limits on the amounts accepted via the Service, or limiting the functionality or number of devices or cards or other parts of the Services, including blocking parts or whole of the Services, such as myPOS, myPOS Virtual or Card or Account, blocking the access to the Client's account or blocking only the possibility for payment orders and use/redemption of e-money or other. We may contact the customers of the Client, on Client's behalf, in the event that we are investigating potential fraud. If we have blocked/disabled myPOS or Card, for such reasons, Client is obliged to return to us or a person specified by us via post the blocked payment device, such as myPOS or myPOS Business Card, on account of Client. We may withhold money from Client until due performance of this obligation.

5.6. In order to determine the risk associated with Client's account or use of the Service, we may request at any time, and Client agrees to provide promptly any information or documents about the Client or Client's business, use of the Service, use of the account or Card, operations or any other information about the Client. We shall reserve the right to reassess Client's eligibility for any account, product or Service if Client's business is materially different from the information provided by Client upon subscription for the Service.

5.7. 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.

## 6. Protection of Client personal information and Financial Secrecy:

6.1 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

6.2 Financial Secrecy: 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 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.

6.3 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.

6.4 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.

6.5 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.

## 7. Restricted Activities:

7.1 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**, 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.

7.2 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 (travelers’ 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;

**7.3** 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;

**7.4** 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.

**7.5** 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.

**7.6** 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.

**7.7** 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).

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

**7.9** 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.

**7.10** 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.

**7.11** 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.

**7.12** 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.

**7.13** 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.

**7.14** 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.

## 8. Service Fees. Currencies and Currency Conversion Fees

8.1 We will display the Fees for the Card Processing Services. 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 us 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.

8.2 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 Client's 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.

8.3 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.

8.4 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.

8.5 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 us, or any outstanding sums owed by us to Client. We shall inform Client on the ground, amount and value date of such withdrawals.

8.6 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.

8.7 In case where the balance in Client's account in certain currency is not enough to cover the amount of a certain transaction or obligation of Client, Client agrees and authorizes us to debit the necessary amount from available balance in Client's account held in other currency, applying our foreign exchange rate for the date of the conversion, notified in the online account or website for the Service. The priority order for conversion of currencies in Client's account is given after System's default order or may be set by Client in which case we are obliged to keep the manually determined order.

8.8 In case Client receives e-money in Currency, supported by us, different from the currency of Client's account, Client agrees that we shall issue e-money in the received currency, where the total balance of e-money held by Client shall be shown in the Principle currency of Client's account at the foreign exchange rate, applied by us at the date of check of balance.

8.9 Payment transactions with Card, made in a currency other than the currency of the issued Card, will be converted by us applying foreign exchange rate determined by us plus a Currency exchange fee (if applicable and if specified in the Tariff) expressed as a certain percentage above the exchange rate for day in which the payment transaction has been executed, cleared or settled with the Card Organization. The foreign exchange rate is adjusted regularly based on market conditions (the wholesale exchange rate) at which we obtain the secific foreign currency. The exchange rate may be updated daily by us and can be viewed in the online account. Currency exchange fee (if applied) is shown in the tariff and retained by us. All fees shall be charged to Client in the currency of the issued Card.

8.10 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.

## 9. Client liability:

9.1 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.

9.2 "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.

9.3 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.

9.4 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.

9.4.1 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. We reserve our right to withhold amounts and/or seek higher compensation for our actual damages.

**9.5 Clients liability in relation to Intellectual property rights and publicity:**

9.5.1 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.

9.5.2 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.

9.5.3 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.

9.5.4 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.

9.5.5 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.

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

9.5.7 Client shall grant to us a non-exclusive, non-transferable 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.

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

9.6. 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.

9.7. 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.

## 10. Termination of Agreement

10.1 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 by a Regulator. 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.

10.2 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.

10.3. 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.

10.4 We may, at any time, suspend the Service and terminate the Agreement with Client and may end its access to the Online Profile without notice and with immediate effect in either of the following circumstances:

a) Client has breached any material provision of the Agreement or law or Regulations of Card Organizations or other Organizations; 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.

e) If we have a good reason to suspect that the Client is behaving fraudulently.

f) In case the Client is declared as liquidated, bankrupt, insolvent or similar legal status or the Client is in procedure for liquidation, bankruptcy, insolvency, dissolution or is being wound-up or similar.

g) In case the Client has not given information as may be required by us within a stipulated period of time or there is good reason to suspect that the Client has provided false or insufficient information. The information requests may be sent to the Client at any time for KYC purposes including, but not only, during account opening or after the account opening, during or after an executed transaction.

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

**10.6 Redemption of e-money upon termination of this Agreement:**

The redemption of available balances of e-money upon termination of this Agreement is dealt with in the Legal Agreement for myPOS Account.

**10.7 Death and Change in Legal Status**

**10.7.1** 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 upon which notification the account will be closed with immediate effect. We must be notified with a letter or similar at our address at our Headquater (e-mail or text or text messages are not acceptable and we will not act upon any such) by the person which 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. Any e-money available will be redeemed only after proper identification of the person authorised to receive the e-money available and to a bank account of such person.

**10.7.2** Legal Entities: In the event that Client is placed into liquidation, bankruptcy, dissolution, winding-up or administration or any other similar procedures, the Client is obliged to notify us immediately about this change in the legal status and the account will be closed and the Service discontinued with immediate effect. The breach of this obligation shall be considered as material breach of this Agreement. 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 must be notified on such appointment with a letter or official or private document at our address at our Headquater (not via e-mail or text) and 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, as well as the bank account to which such person requests e-money redemption, and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority. After we are satisfied with the due diligence of the person empowered to act on behalf of the Client, we shall redeem the available e-money to a bank account of that person.

**10.8 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.

## 11. Limitation of Warranties:

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

11.2 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.

## 12. Limitation of Liability:

**12.1** 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.

**12.2** Subject to Clause 12.1 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) The deletion of, corruption of or failure to store any communications data maintained or transmitted by or through Client use of the Service;

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

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

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

(vi) 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.

## 13. Changes to the Agreement:

**13.1** 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.

**13.2** 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.

**13.3** Nothing in this Section 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 the Website for the Service; and

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

## 14. Communications and Notices:

**14.1** All information will be made available or provided to Client in an easily accessible manner in English language or other language supported by us, in a clear and comprehensible form. For each transaction made through the Service we shall provide to the Client in Client’s online account for myPOS Service information about its execution deadline, the fees to which Client 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 Client’s myPOS account, we shall provide the Client with the following information: (i) a reference number that enables Client 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. Client is entitled to request this information to be provided or made accessible regularly, at least once a month, free of charge, provided that Client is allowed to store this information and reproduce it without changes.

**14.2** Statements, notices and other communications to Client may be made by mail, email, postings on the Website for the Service, by notifications in Client’s online account for the Service, chat service or other reasonable means.

**14.3** 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.

**14.4** 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.

**14.5** 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.

**14.5.1** 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 support@mypos.eu or support@mypos.com, or via chat available in the online account of the Client;

**14.5.2** 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 support@mypos.eu or support@mypos.com, or via chat available in the online account of the Client;

**14.5.3** 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 support@mypos.eu or support@mypos.com;

**14.5.4** 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 support@mypos.eu or support@mypos.com, or via chat available in the online account of the Client;

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

## 15. General legal terms:

**15.1** Unless otherwise expressly stated in the Agreement or Fees, all amounts stated in the Agreement are denominated in EURO (EUR).

**15.2** 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.

**15.3** 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.

**15.4** 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.

**15.5** 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.

**15.6** 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.

**15.7** We may transfer or assign our rights and obligations under the Agreement to a third party, which is licensed to provide acquiring services by giving to Client 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 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, providing the account of the Client is in good standing.

**15.8** 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 complaints@mypos.com. Client has to submit Complains in writing and clearly stating the reasons for complaint. We shall review the complaint within 15 days from its receipt under the condition that the complaint is presented in a clear and understandable manner and is submitted correctly. In case there is no reply to the complaint due to circumstances that are beyond our control we shall be obliged to write back to the Client with the reasons for the delay and the reasonalbe time in which the issue subject of the complaint will be resolved. In any case the rectification of the issue will be provided within 35 days from the receipt of the complain from the Client. If the Client is still dissatisfied with the outcome, the Client may direct his/her complaint as per:

For Complaints related to Card Processing Services under this Agreemeny, provided by the Agent of the Member:

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.

**15.9** 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 the Agent and/or 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.

**15.10** "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 is granted personal, limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to electronically access and use the myPOS Service. 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.

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

## 18. Definitions:

**"Account"**, or **"account for e-money"** or **"myPOS account"**, means a Business account for electronic money, issued by a licensed Electronic Money 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. The Account will allow the Client a check of authorized and declined transactions, a check of Reserved amount, a 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.

**"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 Organizations"** means MasterCard, VISA, AMEX, JCB, Union Pay and other Card schemes, in which we participate as a Member;

**"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 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;

**“Currencies, supported by us”** means various currencies, supported by us for the Service, in which we issue electronic money, notified on the website for the Service;

**“Financial Institution”** means the licensed Electronic Money Institution providing the myPOS Account to which amounts due to Client from Card Processing Services are settled

**“MOTO transaction”** or **“Mail/Phone Order Transaction”** means a specific transaction in which the PAN and expiry date on the card of the cardholder are provided with the consent of the cardholder and entered manually by the Merchant or Merchant’s employees (Client) on the POS terminal. Such transactions are allowed and will be processed by us only upon condition that we have provided approval to the Client for such transactions and the Client performs such transactions in compliance with the Rules of the Card Organizations and our rules for such transactions, including our Acceptance Policy and other applicable rules;

**“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 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. The Technical Specification for the specific type of mobile terminal is included in each myPOS package and provided on the website for the Service.

**“Agent of the Member”** means „myPOS” AD, having its seat and registered office at: Bulgaria, Varna 9023, “Business Park Varna”, Building 1, UIN: 205050564, e-mail for customers help@mypos.eu, which acts as Registered Agent of the Member and E-money Institution iCard AD, having its seat and registered office at: Bulgaria, Varna, Business Park Varna, Building B1, PO 9009, 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;

**“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;

**“Pre-Authorization transaction”** or “Delayed or Amended Charge Transaction” means a specific operation under the Rules of the Card Organizations for blocking by the Issuer of the card of the amount of the transaction from the card of the cardholder with the aim of delayed or amended charge of the amount from the cardholder. The actual completion, settlement and crediting of the account of the Merchant (Client) is performed on a later stage, on condition of performance of all

requirements of the Card Organizations and our rules and conditions for such transactions;

**“Profile”**, or **“Online profile”** or **“Client’s profile”**, means a registration in the online platform of myPOS, from which registration the Client can make purchases of myPOS packages or myPOS terminal and to request opening of e-money account and to upload necessary documents. Profile is given by myPOS AD solely and is not an e-money account, nether it is issuing of e-money, distribution or e-money redemption or any other payment services.

**"Principle currency"** means the currency selected by Client as default currency of Client’s account and most frequently used by Client, upon registration for the Service, or later amended by Client via the Service, amongst the currencies, supported by us, in which currency is our Tariff for the Service, applicable for Client;

**“Processing currency”** means the currency in which the Client will charge its customers, selected by Client upon registration for the Service;

**"Recurring Payment"** means a payment under an arrangement where Client provides us with an authorization for a third party to collect a series of payments from the Card of Client or to execute transfers from Client’s Account according to a Standing order;

**“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, the Agent or the 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;

**“Settlement currency”** means the currency, supported by us and selected by Client upon registration for the Service, in which we shall settle the proceeds from the acquiring in Client’s account;

**"Website for the Service"** means website for the Service at the URL www.mypos.com , or www.mypos.eu, or any other website for the Service, which belongs to myPOS World 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.