



## General Terms and Conditions for the

### End-users of the “VibeMarket” functionality

Last updated: June 4st, 2020

Welcome to the VibeMarket powered by MasterCard!

The VibeMarket Service is a marketplace of the future, powered by MasterCard, using Viber’s Open API framework and serviced by myPOS.

The VibeMarket makes it possible for Merchants to create their own Viber communities in order to provide an easy and efficient way to offer their goods and services to customers like you and receive secure payments from end-users for goods and services sold.

#### 1. Legal relationship and Service:

1.1. The following General Terms and Conditions govern the relationship between you, the End-user and myPOS AD, part of the myPOS World Ltd Group (“myPOS”).

#### 2. Definitions

“Card Organizations” means MasterCard, VISA, AMEX, JCB, Union Pay and other Card schemes, in which myPOS participates as a Member;

“You” or “Customer” or “End-user” means a natural or legal person or any other third party that pays for goods and/or services sold by a Merchant, using the VibeMarket functionality.

“Merchant” means the person or legal entity that is operating a legal business or professional activity and has been accepted as eligible Merchant for myPOS Service for their business or professional activity after undergoing a successful registration, identification and verification process in accordance with the legal agreements for the myPOS Service.

“myPOS Payment Request” means a Service, provided by myPOS to the Merchant, after approval by us, designated to accept payments online/e-Commerce or card-not-present transactions/ with payment cards bearing the logo of the Card Organizations.

“Viber” means Viber Media S.a.r.l, or another legal entity, as described in your legal agreement for the use of the Viber Service.

“Viber Service” means the Viber mobile app and software applications, including any and all of their past, present or future iterations, as described in the general terms and conditions and/or legal agreements for the Viber mobile app and software applications. Viber and myPOS are separate and non-affiliated entities.

“VibeMarket” means a part of the myPOS Platform that is provided on Viber’s platform and is powered by MasterCard, which enables End-users to interact with Viber communities, created by Merchants.

“Viber Community” means a Service for creating a marketplace provided by Viber which allows any Viber user to add Members to a Viber Community.

#### 3. End-users’ use of the VibeMarket.

3.1. In order to become a part of the Merchant’s Viber Community, the End-user must: a) be invited by a Merchant through clicking a verified link to the Community; b) be invited by a Member of the Merchant’s Community to join the Community via a verified link or c) find and join the Merchant’s Community through VibeMarket. The End-user can choose to leave the Merchant’s Viber Community at any time by clicking the “Leave and Delete” option.

3.2. You may only use the VibeMarket Service in bona fide and in accordance with the functionalities of the latter. You agree to use the VibeMarket Service only as permitted by:

- i) The present General Terms and Conditions;
- ii) The Characteristics, settings and limits of VibeMarket Service; and/or
- iii) Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.





3.3. It is strictly forbidden to use the VibeMarket Service in violation of the present General Terms and Conditions, or for any illegal purposes. In particular, you shall under no circumstances use the VibeMarket Service for activities which without limitation involve or may involve any of the following

- i) Breach of these General Terms and Conditions; or
- ii) Breach or risk of breach by you of any law, statute, contract, or regulation applicable; or
- iii) Abuse of the VibeMarket Service; or
- iv) Use of the VibeMarket Service in a manner that results in or may result in complaints, disputes, claims, fees, fines, penalties and other liability to us or any of our Branches or Agents, affiliates and other similar; or
- v) intercept or monitor, damage or modify any communication that is not intended for you or use any type of spider, virus, worm, trojan-horse or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the VibeMarket Service;
- vi) send unsolicited communications (also referred to as "SPAM", "SPIM" or "SPIT") or any communication not permitted by applicable law or use the VibeMarket Service for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
- vii) use of any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy for which you do not have license or permission from the owner of such rights; or
- viii) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way or use the VibeMarket Service to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party;
- ix) Use the VibeMarket Service in connection with any other underlying illegal operation such as but not limited to collection or harvesting any personally identifiable information; or;
- x) Use of the VibeMarket Service for any sale or purchase of goods and/or services, which are not acceptable to us as determined our website for the VibeMarket Service or as instructed in writing by us.

3.4. You may not use the VibeMarket Service and/or may not accept the General Terms and Conditions and we may temporarily stop or terminate the VibeMarket Service and/or General Terms and Conditions immediately and without prior notice to you, if:

- i) You are not of legal age to form a binding contract with us and operate the payment instrument or funding instrument for use with the VibeMarket Service; or
- ii) Other important reasons, upon our discretion, such as risk and compliance;

3.5. We shall be entitled to notify you at any time for the termination of your use of the VibeMarket Service. The decision for the refusal is strictly in our discretion and we shall not be liable for whatsoever compensations.

3.6. You agree that you will not engage in any activity that interferes with or disrupts the VibeMarket Service (or the servers and networks which are connected to the VibeMarket Service, or impact or attempt to impact the availability of the VibeMarket Service, with a denial of service (DOS) or distributed denial of service (DDoS) attack.

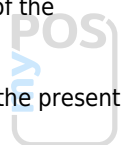
3.7. You agree that you will not reproduce, duplicate, copy, sell, trade or resell the VibeMarket Service for any purpose.

3.8. You agree that you are fully responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the General Terms and Conditions and for the consequences (including any loss or damage which we may suffer) of any such breach.

3.9. Non-satisfaction of the conditions in these General Terms and Conditions may result in immediate suspension of the VibeMarket Service, and termination of these General Terms and Conditions without prior notice to you.

3.10. By using the VibeMarket in order to enter/subscribe to any VibeMarket community, you agree to be bound to the present terms.

3.11. You understand and agree that the Viber Service is provided by Viber. You understand and confirm that myPOS does not





have any relation to your use of the Viber Service, which is not related to the VibeMarket.

3.12. You understand and agree that myPOS is not supporting, developing or otherwise bearing any liability in relation to any Viber community, including Viber communities made by Merchants. myPOS is only responsible for the VibeMarket service itself, which constitutes a means of connecting Merchants and End-users and providing a fast and secure way to execute a payment transaction between the Merchant and the End-user via myPOS Payment Request.

3.13. The services provided by myPOS under the present General Terms and Conditions are not related to the provision, issuing, use or otherwise of e-money or payment services and therefore any regulations related to the latter shall not apply to the present General Terms and Conditions.

#### **4. Limitation of Liability**

4.1. myPOS shall not be liable to the End-user in any aspect, concerning the correct generation of a myPOS Payment Request, the failure to store any communications data maintained or transmitted through the Merchant's Viber Community.

4.2. The inclusion of a Merchant into the VibeMarket does not imply endorsement, partnership or any other similar covenant between myPOS and the Merchant. myPOS shall not bear any liability related to any goods or services offered by Merchants. Any claims regarding such goods and services should be addressed to the Merchants directly. myPOS does not provide any warranty, implicit or otherwise, that the goods and services offered by the Merchants are going to be delivered to the End-user, are going to meet the expectations of the End-user, are not falsely advertised, are compliant with the applicable legislation, or any other similar warranty related to the offered goods and services.

4.3. myPOS shall not be liable to the End-user for the accuracy or reliability of any other function, which is solely provided and regulated by Viber, nor does myPOS take responsibility for them meeting the End-user's expectations.

4.4. myPOS shall not be liable for any misuse of the Viber Service by any of its Merchants. Merchants are entirely and exclusively responsible for the legal relationships which may be generated by the use of Merchants of the Viber communities with End-users.

4.5. myPOS is neither responsible nor liable for any direct, indirect, incidental, consequential, punitive or other damages arising out of or relating in any way to the End-user's interaction with the Merchant and use of the VibeMarket functionality.

#### **5. Limitation of Warranties**

5.1. Except as otherwise set forth in these General Terms, the VibeMarket Service is being offered to End-users by myPOS without recourse, covenant, or warranty of any kind, express, implied, or statutory. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE AND EXCEPT AS SET FORTH IN THESE GENERAL TERMS AND CONDITIONS, MYPOS CONVEYS THE VIBEMARKET SERVICE AS-IS, WHERE-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM AND NEGATE ANY IMPLIED OR EXPRESS WARRANTY OF (A) MERCHANT ABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (D) FREEDOM FROM REDHIBITORY VICES OR DEFECTS. EXCEPT AS SET FORTH IN THESE GENERAL TERMS AND CONDITIONS, MYPOS ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE ACCURACY OF ANY OF THE INFORMATION PROVIDED BY THE VIBEMARKET SERVICE; THIS DISCLAIMER AND DENIAL OF WARRANTY ALSO EXTENDS TO THE EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO ANY BENEFITS OF THE VIBEMARKET SERVICE THAT THE END-USER MAY BELIEVE TO BE OR WILL BE ENTITLED TO RECEIVE FROM THE USE OF THE VIBEMARKET SERVICE. END-USERS HEREBY WAIVE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF THE INFORMATION, REPORTS, PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO END-USERS IN CONNECTION WITH THE PROPERTIES, EXCEPT AS SET FORTH IN THESE GENERAL TERMS AND CONDITIONS (INCLUDING ANY DESCRIPTION OF THE VIBEMARKET SERVICE (IF ANY)). OTHER THAN AS SET FORTH IN THESE GENERAL TERMS AND CONDITIONS, ANY AND ALL SUCH INFORMATION, REPORTS, PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE OR HEREAFTER FURNISHED BY MYPOS IS PROVIDED AS A CONVENIENCE ONLY AND ANY RELIANCE ON OR USE OF SAME IS AT END-USERS' SOLE RISK. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THESE GENERAL TERMS. THE END-USERS ACKNOWLEDGE THAT THIS WAIVER IS CONSPICUOUS.

#### **6. Data Protection**

6.1. myPOS does not process in any way any of your personally identifiable information in relation to your use of the VibeMarket Service. The relevant Data Controller in relation to your use of the Viber Communities is Viber and/or the respective administrator of the Viber Community.





## **7. General Provisions**

7.1. In case any court of law having the jurisdiction to decide on a matter relating to the present General Terms and Conditions rules that any provision of the same is invalid in respect to a certain End-user, then that provision shall not affect the rest of the General Terms and Conditions. The remaining provisions of the General Terms and Conditions will continue to be valid and enforceable.

7.2. These Terms can be amended from time to time by us, unilaterally, by giving a reasonable notice in advance, where necessary and practical.

7.3. Any official letter or correspondence regarding these Terms should be sent on paper to our address: myPOS AD, Bulgaria, 9000 Varna, Business Park Varna, Building 1, fl.4, Attention: Customer support.

7.4. These General Terms and Conditions and the relationship between us shall be governed by Bulgarian law. For complaints that cannot be resolved otherwise, the End-user submits to the non-exclusive jurisdiction of the Bulgarian courts, located in Sofia, Bulgaria, arising out of or relating to these General Terms and Conditions.

