## myPOS Refer-a-Client Terms and Conditions

Effective as of: 22.05.2019

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The myPOS Refer-a-Client Programme ("Programme") allows you to receive a commission from myPOS Limited – Bulgaria branch for successfully referring a new client for myPOS Service, in accordance with the terms below.

Below are the terms and conditions of the Programme (the "Terms and Conditions"), party to which is myPOS Limited – Bulgaria branch, with seat and address: Bulgaria, Varna, Business Park Varna B6, email: office@mypos.eu, (hereinafter referred to as "myPOS"). Please read them carefully. By referring a potential client to the Programme, you will be deemed to have accepted and be bound by these Terms and Conditions.

These Terms and Conditions do not regulate e-money or payment services. They regulate the provision of intermediary services and payment of a commission for intermediary services to refer potential clients for use of e-money and payment services.

**1. Definitions:**

**"Commission"** means the remuneration you are entitled to receive for Referred Client;

**"Discount"** means the one-off discount of the retail sales price which the client you refer is entitled to upon purchasing a myPOS terminal via this Programme;

**"myPOS Account"** holds the same meaning as in the Legal Agreement for myPOS Account;

**"myPOS Service"** holds the same meaning as in the Legal Agreement for myPOS Service;

**"Referred Client"** means the potential new client to whom you have successfully referred for the myPOS Service by using one of the referral methods described herein, who has registered for myPOS Account, has been successfully verified by us, has bought myPOS Terminal and has reached a minimum of 100 EUR TPV.

**"Referral Link"** means a unique link generated by myPOS in your online account, which when shared shall lead the potential client you want to refer to register for the myPOS Service and purchase of myPOS Terminal;

**"Referral Code"** means a unique code composed of letters, numbers, and/or symbols, which is specifically attributed to you and can be used by potential clients you want to refer to purchase their first myPOS device with a discount.

**"Reseller**" means a myPOS partner which has entered into a Reseller agreement (or similar) with one of myPOS' affiliate companies and provides support to end-customers, including Referred Clients.

**"TPV"** means the total of processed volume of card acceptance transactions using the myPOS Service

**2. Eligibility Criteria**

**2.1.** In order to participate in the Programme, you must:

i. Be a client of myPOS and have an active myPOS Account in good standing;

ii. not be an employee or an immediate family member of an employee of any company in the myPOS group or related companies;

iii. not be a reseller, intermediary, consultant, agent or other service provider or a direct family member of such of any company in the myPOS group;

**2.2.** Any authorized user of your myPOS Account has access to your Referral Links or Referral Codes and may share them with potential clients.

**2.3.** To refer potential clients for the myPOS Service you must do so by sharing them your Referral Link or Referral Code.

**Referral Link.** Login to your myPOS Account, choose "Start inviting" where you will find your Referral Link and share it with the potential client you want to invite. The Referral Link will direct the potential client to a special landing page where they

may register, and the referral will be tracked accordingly.

**Referral Code.** Login to your myPOS Account and generate a Referral Code, then share it with the potential client. The client must use the code at the time of purchasing a myPOS terminal at a physical or online myPOS store, and the referral will be tracked accordingly.

Please note that if the potential client to whom you recommended the myPOS Service does not use either of the two referral methods, they will not be tracked as a Referred Client and you will not be eligible for a Commission.

**2.4.** You can edit the extension of the Referral link so as to make it more recognizable that it is coming from you.

**2.5.** You agree that the Financial Institution that opens the e-money account and/or provides the payment services has the sole discretion to accept or reject not a client invited by you and we shall not be liable for any compensation in case of rejection.

**3. Prohibited activities**

**3.1.** You shall not, and shall ensure that Referred Clients do not perform any of the following activities:

i. Create or operate multiple myPOS online accounts without the prior written consent of myPOS.

ii. Make, in the reasonable discretion of myPOS, fake and/or artificial registrations or transactions or any activities for the sole purpose of generating Commission.

iii. Register a myPOS Account on behalf of another person.

iv. Allow any third-parties to publish your Referral Link or Referral Code on their websites, social media or other marketing materials.

v. Offer incentives or rewards to potential clients to encourage them to apply for a myPOS Account.

vi. Create or employ any mechanism designed to artificially or automatically generate myPOS Account sign-ups.

vii. Register a myPOS Account using counterfeit, forged, imitated, stolen or otherwise altered identification documents.

viii. artificially attempted to generate any Referred Clients by use of deception or misrepresentation;

ix. commit, or collude with others to commit, fraudulent activity;

x. make transactions that have no commercial purpose or are not in compliance with any of our Terms and Conditions, our Acceptance Policy, laws or regulations.

**3.2.** You shall not refer any of your family members, including but not limited to, your spouse, common law partner, civil partner, child, stepchild, parent, parents-in-law or grandparent.

**4. Commission**

**4.1.** In consideration for each Referred Client myPOS will pay you a one-time commission equal to 30 EUR (thirty euro)/ (the “Commission”). The Commission may vary in the different markets in which you operate.

**4.2.** We shall pay you the due Commission by the 30th of the month for the Referred Clients from the previous month in which there are any recorded Referred Clients.. The Commission shall be paid into your myPOS Account as Commission for Referred Client.

**4.3.** myPOS shall not be responsible for any taxes, duties, assessments, fines or levies or other amounts payable by you to any governmental or regulatory authority arising out of your participation in the Programme. You are responsible for reporting any taxes owed in relation to revenues earned through the Programme.

**4.4.** myPOS has the discretion to withhold or debit from your myPOS Account the whole or part of any Commission where it reasonably suspects that any of the prohibited activities referred to in section 3 above have occurred.

**5. Discount for the Referred Client**

**5.1.** The potential clients which you refer to myPOS shall be offered a Discount from the retail sales price of the selected

myPOS Terminal. The Discount shall be displayed during the purchase of the myPOS Terminal.

**5.2.** To use the Discount, the potential client must use the Referral Code, which will be generated during the sale. The Referral Code can be used only once and does not apply together with other promo codes (if available).

**5.3.** The Referral Code shall only work if the Referred Client has ordered at least one myPOS terminal. It shall not apply fi the order consists only of accessories for myPOS.

**5.4.** The Discounts may be discontinued upon our or that of our affiliate's decision. This shall not affect the application of the Programme, which shall remain in force until terminated as per these Terms.

**6. Warranties**

**6.1.** You warrant represents and undertakes to myPOS that:

i. you shall not, engage in the distribution of any bulk emails (spam) in any way mentioning or referencing myPOS, other myPOS Group companies or any myPOS products or services.

ii. you shall comply with all applicable laws and regulations.

iii. you shall not breach or attempt to circumvent myPOS' security or verification procedures.

iv. you shall only share your Referral Link or Referral Code with third-parties so that they may sign up for a myPOS Account.

**7. Privacy and personal data**

**7.1.** Processing of personal data is governed by the myPOS Privacy Policy. We are authorized to store and process yours and the Referred Client's data in terms of the applicable legislation on data protection (and any amendment thereof), to the extent that is necessary for the appropriate conduct of the business relations. Further information on the processing of personal data can be found in the myPOS Privacy Policy - https://www.mypos.eu/en/terms-conditions

**8. Changes to Terms and Conditions**

**8.1.** myPOS reserves the right to change these Terms and Conditions at any time including the right to withdraw the Programme completely.

**8.2.** Changes will be communicated via e-mail to the primary email address registered with your myPOS Account. The proposed change will come into effect 1 month after the notice is deemed to be delivered, unless you give us written notice that you object to the proposed change. Your objection notice shall be deemed to constitute a notice to terminate your participation in the Programme.

**8.3.** The 1 month' notice period shall not apply where we believe, in our reasonable opinion, that the change neither reduces your rights nor increases your obligations. In such instances, the change will become effective immediately without prior notice.

**9. Termination**

**9.1.** myPOS reserves the right to end the Programme at any time in its sole discretion by giving you 1 month' written notice sent to the primary email address registered to your myPOS Account.

**9.2.** myPOS may immediately terminate your participation in the Programme in the following circumstances:

i. you commit a material breach of these Terms and Conditions or the myPOS Account Terms of Use;

ii. myPOS in its sole but reasonable discretion believes you or any of your Referred Clients has conducted a prohibited activity as set out in section 3 of these Terms and Conditions.

**9.3.** If myPOS terminates your participation in the Programme under section 9.2 of the Terms and Conditions, myPOS shall stop paying Commission to you immediately upon termination.

**10. Dispute Process/Limitation of Liability/Indemnification**

**10.1.** You have thirty (30) days from the date of each Commission payment ("Claim Period") to challenge the amount or calculation of the Commission paid ("Claims"). Where notice is provided in the Claim Period, myPOS shall use reasonable

commercial efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commission to you. If you fail to provide notice to myPOS of a Claim within the Claim Period, you shall be deemed to approve the Commission. After the Claim Period, myPOS shall be under no obligation to investigate any Claims and, to the extent permitted by law, you hereby release and discharge myPOS from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to you (“Released Claims”).

**11. General**

**11.1.** These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Bulgaria. Any dispute under these Terms and Conditions or otherwise in connection with your myPOS Account shall be brought exclusively in the courts of Sofia, Bulgaria.

**11.2.** If there is any discrepancy between any translated version and the original English version of these Terms and Conditions, the English version shall prevail.

**11.3.** The Programme shall not be construed to create any employment relationship, agency relationship or partnership between you and myPOS or any myPOS group company. You shall have no authority to bind myPOS or enter into any agreement on its behalf and nor shall you be considered to be an agent of myPOS or any myPOS group company in any respect.

**11.4.** If any part of these Terms and Conditions is found by a court of a competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.