Legal Agreement for the myPOS Service

myPOS Limited, Ireland

Effective as of: 17.07.2023

Last updated: 03.04.2026

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Part I-INTRODUCTION

1. Legal Relationship

1.1.

This Legal Agreement for the myPOS Service (together with the other documents incorporated by reference below, the **“Agreement”**) is concluded between the customer named in the Application Form (**“you”** or **“your”** or **“Client”**) and myPOS Limited (referred to hereinafter as **"us"**, **"we"**, **"our"** or **"myPOS"**). myPOS Limited, trading as myPOS, is authorised as an electronic money institution under the European Communities (Electronic Money) Regulations 2011 with licence no. C475122. myPOS Limited is a private limited company incorporated in Ireland (company registration number 700880), whose registered office is at The Oval, 160 Shelbourne Road, Dublin 4, D04 E7K5. myPOS is a member of major international card associations including MasterCard, VISA and AMEX, (**"Card Scheme/s"**) as well as providing acquiring and other payment services using other national and international payment schemes or solutions such as SEPA and iDEAL (**“Other Schemes”**).

Inseparable parts of your Agreement with us are also the following items:

1. the Application Form

2. the Acceptance Policy including any industry-specific rules
3. any Specific Terms for Payment Solutions
4. the Tariff
5. myPOS Privacy Policy
6. other Schedules if explicitly entered into and referred to as a part of this Agreement

Important Notice regarding e-money: Electronic money accounts are not bank accounts. By accepting the terms of this Agreement, you acknowledge that the Irish Deposit Guarantee Scheme does not apply to your myPOS Account. However, your money is safeguarded under the European Communities (Electronic Money) Regulations 2011 and in the unlikely event that myPOS becomes insolvent, you should get most of your money back. You are not entitled to interest on the balance of e-money or money collected and kept by us under this Agreement.

1.2. Subject of the Agreement

This Agreement regulates the use of our electronic money ("e-money") and payment services offered as a part of the myPOS Service (defined below). This Agreement does not regulate the purchase of a myPOS Terminal (defined below) or other hardware used by you to accept card payments. The purchase of a myPOS Terminal from authorized resellers or from a myPOS group company is subject to a separate agreement.

1.3. Exceptions.

You acknowledge and agree that if you are not a **"microenterprise"** within the meaning of the European Union (Payment Services) Regulations 2018 or any equivalents thereof which have been implemented locally where you are incorporated, then:

(a)you are not entitled to the right to a refund for pre-approved payments or standing orders or payment transactions initiated by a payee (i.e. a merchant) as set out in this Agreement;
(b) regulations 86 (1) and (2) (charges applicable), 88 (5) and (6) (consent and withdrawal of consent), 96 (evidence on authentication and execution of payment transactions), 98 (payer's liability for unauthorised payment transactions), 100 (refunds for payment transactions initiated by or through a payee), 101 (requests for refunds for payment transactions initiated by or through a payee), 104 (irrevocability of a payment order), 112 (payment service providers' liability for non-execution, defective or late execution of payment transactions), of the European Union (Payment Services) Regulations 2018 (or any equivalents thereof which have been implemented locally where you are incorporated) do not apply to this Agreement, meaning that, notwithstanding any other provision of this Agreement, we are not responsible to you for the losses or damages which you may suffer as a result of the cases described in the abovementioned regulations; and
(c) the time period for notifying us of any unauthorised or incorrectly executed payment transaction is any such period specified in this Agreement rather than the period specified in regulation 95 (notification and rectification of unauthorised or incorrectly executed payment transactions) of the European Union (Payment Services) Regulations 2018 (or any equivalents thereof which have been implemented locally where you are incorporated).

1.4.

Important: When enrolling for the myPOS Service you will be provided with an Online Profile and login credentials to the myPOS Website but until you successfully complete Customer Due Diligence you will not be able to use or access any e-money or payment services.

This Agreement only comes into effect after:

(a) You accept the terms and conditions of this Agreement.
(b) You successfully complete the Customer Due Diligence process.

Once you fulfil these requirements, we will notify you, and the myPOS Service will be fully active from the date of that notification.

1.5.

You may accept the terms and conditions of the Agreement by:

(a) clicking "Accept", "Confirm" or "Agree", where this option is made available to you on the myPOS Website or via the myPOS Mobile App. You hereby adopt as your electronic signature the phrases "Accept", "Confirm" or "Agree", and by clicking any button, prompt, checkbox or otherwise, containing these phrases, an electronic document will be deemed to have been signed off by you; or

(b) signing the Agreement on a hard copy, if requested by us; or
(c) (in certain limited circumstances) by actually using the myPOS Service. In this case, you agree that we will treat your use of the myPOS Service as a tacit acceptance of the Agreement from the moment of your first log-in or transaction.

1.6.

In order to use certain features of the myPOS Service, you may need to download and install our mobile app ("myPOS Mobile App"). You must download and use the most recent version of the myPOS Mobile App that is available for your mobile device, including downloading and installing any updates that become available from time to time.

1.7.

All APIs which we may publish on our websites in the future are provided free of charge on an 'as-is' basis. You are responsible for the successful and fault-free integration with our APIs. We do not provide any express or implied warranty that the APIs will be free of fault or will behave in the described way. We shall bear no liability if you have any negative experience with our APIs. By downloading our APIs or by otherwise obtaining its code, you agree with this disclaimer. We reserve all intellectual property rights related to our APIs.

1.8.

Privacy. Protecting your privacy is very important to us. You must read the myPOS Privacy Policy, to better understand our commitment to maintain your privacy and how we use your customer information. You may be obliged to disclose personal data of the legal representatives, the employees, the beneficial owners or any related third-party pursuant to the rules described below or pursuant to the myPOS Privacy Policy.

1.9. Acceptance Policy

Particular rules on the use of the myPOS Service and the eligibility requirements for certain business are set out in section 10 (Acceptance Requirements), and in more detail in the separate Acceptance Policy and in any Specific Terms for Payment Solutions.

1.10.

A copy of this Agreement will be provided to you in printable form during the enrol process and a PDF copy of the Agreement shall be sent to your email. A copy of this Agreement, as amended from time to time, is available to you also on the myPOS Website and in your Online Profile. You may request to be provided with a copy of your Agreement at any time free of charge.

1.11.

The Agreement is in the English language. If we provide you with a translation of this Agreement, you agree that this translation is provided only for reference and that the English language version of this Agreement will effectively govern our contractual relationship. If there is any contradiction between the English language version and the translated version, the English language version shall prevail.

2. Definitions

2.1. In this Agreement, the following terms shall have the following meanings (unless the context otherwise requires):

"Account", or **"E-money account"** or **"myPOS Account"**, is a myPOS e-money payment account with assigned IBAN in which you may hold your funds received from accepted card payments or from received transfers. You may also use it to execute transfers or other payments to third-parties and to keep your funds in different currencies;
"Account in good standing" means a myPOS Account which has not been blocked or otherwise restricted for reasons related to compliance, risk or security;
"Acquiring Services" are that part of the myPOS Service that includes the acceptance of card payments through your myPOS Terminal and in particular the authorisation and settlement by us of transactions (card present and card not-present) executed with a payment card carrying the logo of any of the Card Schemes or Other Schemes, and "Acquiring" shall be construed accordingly;
"Application Form" means the online registration form including information provided by you to register for the myPOS Service;
"Balance" means the actual amount of electronic money in your Account;

“Business Day” means a day (other than a Saturday or Sunday) on which banks in Ireland are open for business (other than for the sole purpose of 24-hour electronic banking);
“Card” or **“myPOS Card"** means a payment instrument issued by us and bearing our logo and the logo of one of the Card Schemes, which can be used to make payments in store, online or via mobile app and can be used at an ATM. The Card is always delivered with Security Credentials.
“Card Tokenization” is the technical process which will enable your myPOS Card to be used via a NFC-enabled hardware device via our integration with a third-party supplier’s wallet service, such as Apple Pay, Google Pay and others;
“Chargeback” means a transaction disputed by a cardholder that a Card Scheme or Other Scheme reverses, either by not settling it, or demanding repayment of it;
“Customer Due Diligence” means the process by which we verify your identity and details, or the circumstances related to your business, business activity and transactions, in accordance with our internal policies and regulatory requirements. This process may include, but is not limited to, the collection and verification of identification documents, assessment of your risk profile, and ongoing monitoring of transactions;
“Direct Debit” means a payment transaction initiated by a third-party payee and debited from your myPOS Account according to a debit mandate provided by you in advance;
“Funding Transaction” is a transaction involving an inward payment to your Account, as described in section 8;
“Hold/Pending” means amounts from your Funding Transactions that are not yet credited to your Account as further steps are needed such as the completion of the clearing and settlement process or additional Customer Due Diligence and/or risk checks. Where these steps are satisfactorily completed then we shall credit the amounts in question to your myPOS Account. Where we are not able to credit the Funding Transaction to your Account, we shall return the payment to the payer, and you might be charged a fee for that.
“Intellectual Property Rights” means any and all intellectual property rights of whatever nature and includes patents, inventions, know-how, proprietary knowledge, trade secrets and other confidential information, copyrights, database rights (including rights of extraction), design rights (registered or unregistered), copyright, trademarks, service marks, logos, internet domain names, business names, trade names, rights protecting goodwill and reputation, moral rights, all registrations or applications to register any of the aforesaid items, and all rights and forms of protection of a similar nature of any of the aforesaid items or having equivalent effect in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off;
“myPOS Online Acceptance” means that part of the myPOS Service, which enables acceptance of card-not-present transactions which may be offered to you as different features such as myPOS PayButton and myPOS PayLink, QR code payments, Payment Tag, myPOS Checkout, myPOS Virtual, MOTO or the Payment Request;
“myPOS Service” means the electronic money and payment services, offered on our proprietary fintech platform available via the myPOS Website of operating an electronic money account(s) via funding and spending operations, including Spending Transactions and Funding Transactions with card-present and card-not-present payments in various currencies;
“myPOS Terminal” means the physical myPOS branded and supplied POS terminal, included in the myPOS package, certified by the relevant Card Schemes, enabled to acquire card-present payments everywhere and not fixed to a certain business location, which uses an Internet connection in order to accept card payments. The Technical Specification for the specific type of mobile terminal is included in each myPOS package and provided on the myPOS Website;
“Online Profile” is your user interface in the myPOS platform available via the myPOS Website.
“Payer” or **“Buyer”** means a third-party natural or legal person that pays you for your goods and/or services via payment card or money transfer;
“Payment transaction” means the placing, transferring or withdrawing of funds (which includes electronic money) after a “payment order” is made and may involve, among other things, card-based transactions (known as ‘acquiring’), transfers of funds and ATM withdrawals;
“POS terminal” means an authorised ‘point-of-sale’ payment order acceptance terminal and associated equipment or device(s);
“Pre-Authorisation Transaction” or “Delayed or Amended Charge Transaction” refers to a specific type of card transaction in which the cardholder's issuing bank (Issuer) temporarily reserves or 'blocks' a certain amount of funds on the cardholder's account at the time of the transaction. This reserved amount is not immediately transferred to the merchant. The final completion, settlement, and transfer of funds to the merchant occur at a later stage, after the exact amount to be charged is confirmed, and contingent upon the fulfilment of all applicable Card Scheme rules and the rules and conditions set forth by the payment processor for such transactions;
“Recurring Payment” means an automatic payment that is scheduled to be made on a regular basis. This arrangement between us may allow you as a payer to authorize to automatically charge your myPOS Card or myPOS Account at specified intervals (e.g., weekly, monthly, annually) without needing to manually initiate each payment;
“Regulator” means any institution or organisation, regulating our activities as a licensed financial institution, including but not limited to national regulators or any European or international authorities, or any body regulating our activity,

such as the Card Schemes, Other Schemes, national banks, anti-money laundering authorities and others;
“Regulations” means any applicable law, ordinance, tariff, rule, notification, order, regulation, guideline, policy, requirement, industry code, or act or instruction on behalf of a Regulator, all of which will be mandatory for us to comply with;
“Regulatory Change” means any change in any Regulations, which may require a change in the manner we provide the Service and change in this Agreement accordingly;
“Reserve” means a pre-set amount, as determined by us (which is usually a percentage of the total value of transactions processed via the Acquiring Services) that is withheld by us from your Acquiring transactions. The Reserve is retained for a specified period of time, as indicated by us, in order for us to mitigate risks, including but not limited to Chargebacks, fraud, or other disputes. The Reserve amount is released after the designated holding period, provided there are no outstanding liabilities such as Chargeback claims or other deductions;
“Security Credentials" means all personalised security characteristics of your payment instruments, including the username and password to your Online Profile, myPOS Card payment details (PAN, expiry date, CVV/CVC, PIN code), OTP code under the 3D Secure method and all other details that allows us to authenticate you when accessing or using the myPOS Service;
“SEPA Transfer” means an outbound money transfer from your Account and balance in EUR to any payment account in EUR in SEPA country, compliant with the SEPA credit transfers rules;
“Spending Transaction” is a transaction involving an outward payment from your Account, as described in section 9;
“Standing order” means a payment order that you give to us to perform a set of recurring money transfers or a payment with future date with defined amount, currency, beneficiary, start date and expiry date;
“Valid Transaction” means a payment transaction made to or from any of your Accounts amounting to at least 50.00 EUR/ 50.00 GBP/ 50.00 BGN /50.00 CHF/ 50.00 USD or the equivalence of 50.00 EUR in the underlying currency of your Account;
“Valid Acquiring Transaction” means a valid Transaction for accepting payments with cards, such as but not limited to accepting of payments with cards on myPOS physical or online, including payment requests or similar acquiring transactions amounting to at least 50.00 EUR/ 50.00 GBP/ 50.00 BGN / 50.00 CHF /50.00 USD or the equivalence of 50.00 EUR in the underlying currency of your Account. For the avoidance of doubt other funding operations such as inbound money transfers or currency conversions between Accounts, which do not involve acceptance of card payment are not considered Valid Acquiring Transaction;
“myPOS Website” is the website at the URL www.mypos.com or www.mypos.eu, where you can access the myPOS platform and use the myPOS Service;
“3D Secure” is an additional security method to authenticate online card transactions, designed to reduce fraud which will helps to authenticate your identity during online payment and provides extra protection to both customers and merchants;
“3D-enabled Merchant” is a merchant operating online business which has implemented the 3D Secure protocol for accepting payments with payment cards which offers an additional layer of security for online payments and which in practice will prompt the cardholder to confirm the online payment on the 3D Secure portal of the card issuer.

3. Opening a myPOS Account

3.1. To be eligible for the myPOS Service, you must: (i) have your business established with an address in a country that is part of the EEA (registered address or personal address, if you apply as a sole trader); (ii) have full legal capacity to enter into a contract and be at least 18 years of age; (iii) operate your business legally with all required licences (if any) and generally be a business in good standing; (iv) not be included on any black list, sanctions list, or other AML/FT lists published by Regulators; and (v) use the myPOS Service solely for your business activity. If you are a merchant who is the process of liquidation, dissolution, winding-up, bankruptcy, receivership or any other similar proceeding at the time you enrol you will not be eligible to become our customer.

3.2. When you apply for the myPOS Service and throughout the duration of this Agreement, you must provide current, complete and accurate information, as requested by us and always keep us immediately informed of any changes to it. We may request at any time additional information about you in relation to Customer Due Diligence. If you fail to update or provide such information, we are entitled to suspend the Service and and/or terminate this Agreement.

3.3. You are not allowed to use the myPOS Service for your personal purposes that are not related to your business.

3.4. **Use of multiple myPOS Accounts.** If you have successfully opened more than one myPOS Account we will display on the dashboard in your Online Profile the total amount of the available balances in all Accounts in the primary currency you selected in accordance with the applicable exchange rate applied by us but you will also be able to see the balances of the Accounts in their original currency separately. You agree that you will not use the myPOS Service for speculative trading of different currencies.

3.5. In order to use the Acquiring Services, you must:

(a) activate your myPOS Terminal for physical/in-store sales; and/or
(b) integrate with our API in order to provide online payment solutions.

3.6. More detail on the specifications and functionalities of the myPOS Service (including our API) can be found on the myPOS Website. We may introduce innovations, improvements, developments, new functionalities, upgrades, or amend the names of products and features at any time without your consent, but we shall endeavour to keep you informed unless any of these does not represent a material change to the myPOS Service. Any changes required by a Regulation will be notified in accordance with section 16 below.

3.7. Upon successful enrolment for the myPOS Service, you will be provided with an Online Profile where among other things you will be able to view your transaction history, which is updated in real time. From there you will be able to download monthly statements in electronic form. You agree that you will not receive paper statements. Any other information we agree to provide you, at your explicit request, may incur an administration fee. You are responsible for checking that you are happy with the billing descriptor applied for your use of the myPOS Terminal and must let us know if you would like it to be corrected.

3.8. Certain businesses, as provided by the rules of the Card Schemes may be eligible for Pre-authorisation payments. Your business may be one of them, but Pre-authorizations will be available to you only after our explicit approval given on the basis of a full assessment of your business and any related risk factors.

3.9. Upon our request, you shall permit us to have access to all or any of your premises where, or systems on which, your business trades or where your records or stock are located, during business hours and on reasonable notice, to examine all or any such premises, systems, records or stock and those of any other business which we consider is or may be connected to you and permit us to take and retain copies of all or any such records.

3.10. Upon our request you will provide to us with honest and comprehensive answers to any enquiries we may make in relation to you and your business, for the purpose of ascertaining whether or not you are performing your obligations in accordance with all the provisions of this Agreement.

4. Fees and Currencies

4.1. We will display in your Online Profile the Tariff setting out the fees for the myPOS Service. The fees will be debited by us directly from your Balance.

4.2. When we process an Acquiring Services transaction, we are required to pay a fee, known as Interchange (as defined here:link), which is determined by the relevant Card Scheme (e.g. Mastercard or Visa) and is paid to the Payer's card issuer. Additionally, we also pay fees to the Card Scheme whose brand is displayed on the card, and to the Card Scheme who routes the transaction between us and the card issuer. Collectively, these fees are known as Scheme Fees (as defined here:link). Interchange, Scheme Fees and the other external costs incurred by us when processing a transaction are not charged separately to you (we recover these costs as part of the fees for Acquiring Services). Information about the Interchange and Scheme Fees applicable to different categories and brands of payment cards can be found here. Prior to and on signing up for the myPOS Service, you acknowledge and confirm that you have been offered and have agreed to be charged with fees that have been presented in the Tariff in a fully unblended format. For simplicity, however, where fees for certain line items are the same, we will group such items together in your billing. Further, by accepting this agreement, you hereby request in writing, and we agree that any future changes to the Tariff may include rates that are blended across card brands, categories and/or interchange groups. Additionally, you agree that we may provide information on individual card-based transactions in an aggregated format.

4.3. The fees may be changed unilaterally with two months' notice sent to you, in accordance with Section 16. The fees for the Acquiring Services, which depend in part on the Interchange and Scheme Fees applicable, may be changed by us with shorter notice in case of Regulatory Change, in accordance with clause 16. Updates in the Tariff will be indicated on the myPOS Website and in your Online Profile. In addition to the fees, you agree 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 on your behalf and at your request.

4.4. **Currency conversion:** If a Funding 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 where explicitly specified in the Tariff. Our foreign exchange rate is adjusted regularly based on market conditions (including the wholesale exchange rate at which we can obtain foreign currency). The foreign exchange rate can be viewed in your Online Profile and the myPOS Website. For Spending Transactions that involve a currency conversion then the exchange rate that

applies may depend on that applied by any correspondent banks involved in processing the transaction.

4.5. **Processing Currency and Settlement Currency:** For Acquiring transactions, the processing currency is the currency in which you charge your customers. Transactions will be processed in EUR or another currency supported by us and explicitly agreed upon with you. The settlement currency is the currency in which we will credit your Balance or bank account with the amounts due to you from us. These amounts will be settled in EUR or another currency supported by us and explicitly agreed upon with you. You can choose the processing and settlement currencies upon subscribing to or activating the myPOS Service, and they can later be changed upon your request, provided we can accommodate the change. If the processing and settlement currencies differ, we will apply our foreign exchange rate (including currency exchange fee).

4.6. **Currency Conversion at Point of Sale:** If a currency conversion is offered at the point of sale by the merchant and not by us, and you choose to authorize the payment transaction with a myPOS Card based on the merchant's exchange rate and charges, we are not liable for that currency conversion.

4.7. **Currency Conversion for Insufficient Balances:** If the Balance in your Account in a particular currency is insufficient to cover a transaction or obligation, you agree and authorize us to debit the necessary amount from the available Balance in another currency in your Account, using our foreign exchange rate on the date of conversion, which can be viewed in your Online Profile or on the myPOS Website. The priority order for currency conversion in your account follows the system's default order, or any order set by you.

4.8. **Fees from your other PSPs:** We are not responsible for, nor do we control, whether other payment services providers or correspondent banks will charge fees for any payment transfers made from/to your myPOS Account. In particular, you agree and understand that the financial institution providing any of your alternative payment accounts may charge you a fee and/or currency conversion fee in connection with a Funding Transaction. You should consult the terms and conditions governing those payment accounts for more information about any such fees. We are not liable for taxes, fees, or costs imposed by your other providers.

4.9. **ATM fees.** You understand and agree that in some cases, when you perform a cash withdrawal transaction with your myPOS Card at an ATM or POS terminal, the service provider supporting the terminal may charge you a fee for the transaction. You acknowledge that we have no control over the amount of such fees, cannot prevent their application, and are not liable to reimburse you for them.

4.10. **Authorization for Debiting Funds:** You acknowledge and agree that we are authorized to immediately satisfy any obligations you owe to us under this Agreement or otherwise, by debiting or withdrawing funds directly from your Account, or from any Reserve and/or Hold/Pending amounts provided by you or held by us, or from any outstanding sums owed to you. We will inform you of the reason, amount, and value date of such withdrawals. Any amounts owed to us that we are unable to collect from your Account or from the settlement of Acquiring transactions will remain owing to us and may be collected via other means.

4.11. **Fees for funding via Acquiring Services:** The settlement amounts received by us from transactions made by you using the Acquiring Services or other similar payment services will be reduced by the following amounts you owe to us prior to being credited to your Balance:

(a) any fees, charges, or other amounts due to us relating to myPOS Service or in connection with this Agreement or your other agreements with us or myPOS Group companies;
(b) any fees, charges or other amounts relating to Chargebacks, reversals, refunds, reimbursements, entitlements, claims, compensations or penalties paid by us and relating to your use of the myPOS Service to any person including Card Schemes, Other Schemes, other Regulators; and
(c) any amounts we withhold, such as Reserve or Hold/Pending amounts, or other amounts withheld under this Agreement or other agreements with us or myPOS group companies, or pursuant to any Regulations.

4.12. **Fees for Standing Orders:** When setting up a Standing Order, you can see our applicable fees in the Tariff. However, we may amend the Tariff in accordance with this Agreement and if we do so, this will not automatically suspend or terminate any Standing Order, and the new fees will apply to the Standing Order from the moment they come into effect.

Other Fees:

4.13. **Non-Cooperation Fee:** If your Account is blocked or closed by us due to a breach of this Agreement, any Regulations, risk, compliance or security concerns, or because you have failed to provide requested information or have provided false or insufficient information, we are entitled to begin charging a monthly Non-Cooperation Fee as specified in the Tariff. This fee will start to be applied after two months' notice. The Non-Cooperation Fee will be deducted from your Account or, if insufficient, from the Reserve. The fee will continue to be charged until you fulfil your obligations to our reasonable satisfaction, rectify your

status per our internal risk and compliance rules, or redeem the outstanding balance in compliance with this Agreement and our procedures. If you do not address the issue, the Non-Cooperation Fee will continue to be charged until your remaining Balance is depleted and/or your Account may be terminated. We will send you a notification each month, inviting you to provide the required information and/or to redeem your remaining Balance.

4.14. **Inactivity Fee:** If you have not made any Valid Transactions (as defined in the Definitions) for a period of 12 months (**"Inactivity Period"**), you will be charged a monthly Inactivity Fee as specified in the Tariff. The fee will start being applied from the end of the Inactivity Period after two months' notice is given to you. You can stop the Inactivity Fee by making at least one Valid Transaction on any of your Accounts. The Inactivity Period is counted from the date of the last Valid Transaction.

4.15. **Non-Acquiring Fee:** If you have not made any Valid Acquiring Transactions (as defined in the Definitions) on any of your Accounts for 12 months (**"Acquiring Inactivity Period"**), you will be charged a monthly Non-Acquiring Fee as specified in the Tariff. This fee will begin to apply from the end of the Acquiring Inactivity Period after two months' notice is given to you. You can stop the Non-Acquiring Fee by making at least one Valid Acquiring Transaction on any of your Accounts. The Acquiring Inactivity Period is counted from the date of the last Valid Acquiring Transaction.

5. Payment Limits

5.1. You may execute a payment transaction only if you have enough funds in your account and/or it does not exceed the limits applied to the myPOS Service under this Agreement.

5.2. You understand and agree that due to applicable Regulations and more particularly in relation to anti-money laundering and counter-terrorist financing requirements we may impose certain limits on how much you may spend or withdraw from your Account or on the amount of funds you may receive into your Account, whether from Acquiring Services or other Funding Transactions. We might also limit the value of currency exchange you can carry out at any one time or over a period of time. Information on the limits applicable to you is available on your Online Profile.

5.3. Determining the limits is in our sole discretion and we may apply limits specific to certain groups of customers or individual customers in addition to general limits applicable to all customers. You may however request us to change any of your payment limits by providing us with a reasonable explanation and any information that we may request from you. You may be required to undergo additional Customer Due Diligence as we may deem necessary. You acknowledge and understand there is a chance that your request may not be approved by us on the basis of the risk assessment we perform for which we shall not be held liable as it is ultimately our discretion whether to change the default limits of the Service.

5.4. **Card spending limits.** The spending limits for Cards or Contactless Payments are set out in your Online Profile. To minimize the risk of losses and/or unauthorized transactions, you may set even stricter spending limits through your Online Profile or the myPOS Mobile App and manage the security features of the payment instruments, as allowed by the myPOS Service, via your Online Profile. Only you can request to block or unblock Cards.

5.5. You acknowledge and understand that in certain cases, we may refuse or delay to execute a Spending Transaction or to reject a Funding Transaction, even if it is within the allowed limits, if we have reasonable grounds to suspect fraud, a breach of this Agreement or a violation of any Regulation and/or we need to make further checks in relation to the payment. In such event we will inform you, unless we are forbidden by the law to do so or this can compromise reasonable security measures.

6. Security & Privacy

6.1. We do everything we can to keep your money safe. For that purpose, we have provided you with Security Credentials which are required when you want to access your Online Profile, your Account or you want to execute a payment or wish to use any other function of the myPOS Service remotely.

6.2. The Security Credentials comply with the requirements for strong customer authentication as per the European Union (Payment Services) Regulations 2018.

6.3. We shall provide you with your Security Credentials through different communication means – myPOS Mobile App, verified mobile phone, Online Profile, email or some may be inscribed on your myPOS Card.

6.4. In all cases, you must always keep your Security Credentials secret, and you must not disclose them to any third-party except as set out in section 6.6.

6.5. **Card security.** You can control the security of your Card by enabling or disabling it for certain transactions, such as

Internet transactions, ATM cash withdrawals, or others. You can also opt to receive SMS notifications after each transaction with your Card and set limits that are stricter than our default spending limits via the Online Profile or myPOS Mobile App. You agree to use these security control mechanisms to minimize the risks of unauthorized access to your Account and unauthorized transactions. You should use the functionalities to disable cards for Internet transactions and cash withdrawals with just one click and only enable such transactions for a brief period before you wish to make them.

6.6. You are entitled to authorise third parties that are part of your business or help your business to have access to your myPOS Service and use it on your behalf as for example by executing payments or obtaining account statements. To do so, you must explicitly inform us and provide evidence for such authorization. If you wish to insert limits on the amounts that these authorized users may execute from your account or to limit their right to use the myPOS Service, you may do so via your Online Profile or you may explicitly communicate to us your request. In all cases, defining the user rights of the persons authorized to use myPOS Service on your behalf is your responsibility and we shall simply comply with your instructions.

6.7. You are permitted to change the PIN code of your myPOS Card on any ATM device.

6.8. Since you are using the myPOS Service for business purposes, you agree that:

> (a) all employees, agents, representatives and others that have access to the Security Credentials or to any of the payment instruments linked to your Account, even without our knowledge or explicit approval, will be considered as authorised to use the Service on your behalf and all of the operations made by them will legally bind you, your business, partnership or other legal entity concerned; and
> (b) each payment order from an authorised user or a person who has obtained the Security Credentials from you will be considered as approved by you and irrevocable.

6.9. If you suspect or if you notice that your Security Credentials are accessed or in any way used by an unauthorized person or that your myPOS Card or other payment instrument linked to your Account is lost or stolen, you must inform us immediately by contacting us at: help@mypos.com
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You will also be allowed to block your Account for all payments, but this shall not release you from your obligations to contact us immediately and inform us about the lost/stolen payment instrument or Security Credentials.

We are also entitled to block your Account and prevent you to make any payments if we are reasonably concerned about the security of your payment instruments or Security Credentials or that they might be used fraudulently or without your permission for which you will be immediately notified.

6.10. **Consequences of lost/stolen payment instrument or Security Credentials.** We are entitled to suspend the Service in part or wholly and block any inbound or outgoing payments until we ensure that the security of your Account is restored, and you receive a new payment instrument or Security Credentials. This may require you to pass additional Customer Due Diligence.

6.11. We may suspend the myPOS Service for technical reasons such as maintenance by us 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.

6.12. We will use all reasonable endeavours to correct any reported technical faults in the myPOS Service as soon as reasonably practicable. However, we do not give any guarantees as to performance of the myPOS Service or any undertakings that the service will be continuously available or free of faults, as authorisation processes in some cases include the participation of third parties, such as Card Schemes, Other Schemes and/or Card Issuers, which are not under our control.

6.13. **3D Secure Method.** Your myPOS Card is automatically enrolled for 3D Security when executing online transactions:

> (a) If you purchase goods or services from a 3D Enabled Merchant, a window will pop up on after the checkout asking you to verify the payment and you will receive a One-time password ("**OTP**") code via SMS, or push notification to your myPOS Mobile App, or through another messaging application on your mobile phone from which you have register or activated the myPOS Card used for the payment.
> (b) It is your responsibility to check and update the mobile phone to which your myPOS Card is linked.
> (c) Using the 3D Secure method enables us to carry out strong customer authentication as required by the Payment Services Regulations. No other implicit or explicit warranty with regards to the transacted goods or services is made by us when we provide you the 3D Secure method. We do not verify the identity of any merchant or organisation from you purchase the goods or services.
> (d) Before you verify your online purchase from a 3D-enabled Merchant, you will be redirected to web portal supported

by us which shall include the transaction's details, such as store name, purchase amount and date, if applicable. You must check the information carefully in order to be sure that the transaction corresponds to your purchase. If the **OTP** code is entered incorrectly three consecutive times you will not be able to complete the purchase. If you do not receive the **OTP** code automatically you can send us a request to send you a new one. You will be able to make three requests for the **OTP** Code. If you still do not receive the **OTP** code we advise you to check your mobile phone and to ensure that the one you have is the one linked to the myPOS Card you want to pay with.
(e) If you change your mobile phone or any of the contact details that you provided us when enrolling for the myPOS Service, you must notify us immediately to ensure that our records are up to date and that we are able to send the **OTP** core to the correct mobile phone.

6.14. If you think that there may have been an unauthorised internet transaction with the Card, you must notify us immediately.

6.15. **Financial Secrecy:** we are bound, in accordance with the Regulations, to observe secrecy and confidentiality with regards to all the information related to your use of myPOS Service ("**Secret Information**"). However, we may be required by some Regulations to disclose this **Secret Information** for which we may not always be permitted to inform you.

6.16. **Information required by a Tax Authority:** If a Tax Authority requests information from us in relation to you and/or transactions processed under this Agreement, you hereby acknowledge and agree that we may provide such information. You acknowledge and agree to provide us with your Tax identification details on request.

6.17. You agree and confirm that in cases where you provided us with any kind of personal data of any third person, such as other director or employee in your business, authorized user, shareholder or other person for which we requested information from you, you are obliged to inform these persons about the myPOS Privacy Policy and to receive their confirmation that they informed themselves about the latter.

Part II – PAYMENT TERMS

7. General Rules

7.1. The myPOS Service allows you to make a wide variety of payment transactions, enabling you to both receive funds and to spend them. Below are some general rules applicable to payment transactions. More specific rules for Funding or Spending Transactions can be found in sections 8 and 9 respectively.

7.2. **Cut-Off Time Information:** Cut-off time information for all types of transfers is provided in the FAQ section on the myPOS Website. This tells you what time you need to make a payment order by to ensure it is processed that day.

7.3. **Settlement timelines.** Below are usual timelines for the settlement of various types of payment transactions. Note that these deadlines may not be met where a payment order is incorrectly submitted (e.g. the details are wrong) or where compliance checks (such as anti-money laundering) are required:

(a) **Internal transfers ("Send Money"):** We usually make the funds available to a payee with a myPOS Account instantly after you submit the payment order, or the same day.
(b) **SEPA Credit Transfers:** The amount of the transfer is usually credited to the payee's payment service provider's account no later than the end of the Business Day following the day we receive your payment order. The availability of the funds in the payee's payment account depends on the agreement between the payee and their payment service provider.
(c) **SEPA Instant Transfers:** SEPA instant transfers are usually executed within 20 seconds after we receive a correct SEPA Instant payment order, but in any case, no later than the same day the order is received.
(d) **International Money Transfers within the EEA:** The amount of the transfer is usually credited to the payee's payment service provider's account by the end of the Business Day following the day we receive your payment order, unless the transfer is in a non-euro currency. In such cases, the transfer can take up to four days after the receipt of the payment order. The availability of the funds in the payee's payment account depends on the agreement between the payee and their payment service provider.
(e) **International Money Transfers Outside the EEA:** Longer settlement timelines may apply to international money transfers outside the EEA depending on the currencies, countries, and banks involved. We will endeavour to give you an indication of likely timelines before you submit the payment order.
(f) **Standing Orders:** We will debit the Account specified in the Standing Order on the due date for execution specified in the Standing Order.
(g) **Funding your Account from Acquiring Services:** The amounts collected by the Acquiring Services will become

due to you and will be paid into your Account by issuing electronic money within the following timeframes:

(i) In the case of transactions made via myPOS Online Acceptance, this will occur on the Business Day of authorization of the transaction by the Card Issuer, which is usually the same day as the transaction.

(ii) In the case of transactions made using a payment card of one of the Card Schemes, this will occur on the Business Day of authorization of the transaction by the Card Issuer, which is usually the same day as the transaction.

(iii) In the case of a Pre-authorization transaction, the amount of the Pre-authorization operation will not be received by us or credited to your account until the Pre-authorization transaction is duly completed in compliance with the rules of the Card Schemes and our requirements. You are required to complete the Pre-authorization transaction by confirming the transaction for the full or partial amount within 90 days from the date of the Pre-authorization transaction. After completion, the amounts collected via the Service will be credited to your account. If you do not complete the Pre-authorization transaction within the specified period or if you cancel the Pre-authorization transaction, the amount of this transaction will not be credited to your account, and you will be charged a fee for the cancellation, as specified in the Tariff.

7.4. Limitations and Special Requirements: You agree that we may impose different limitations on the amounts of issued e-money, set special requirements, or not accept payment transfers from certain payment service providers at our discretion. This may be done to protect our legitimate interests in reducing risk exposure or for Regulatory compliance reasons.

7.5. **Specific payment systems.** We may provide you with options to fund your Account with other specific payment systems/schemes, or to make outbound transfers though such systems. The rules related to the use of these payment systems are outlined in the terms and conditions for the use of the respective specific payment system/scheme which can be found in any Specific Terms for Payment Solutions.

8. Funding Transactions

8.1. **General Funding rules:**

(a) **Receiving Funds:** For transfers into your Account (other than through Acquiring), you must provide the payer with the correct identifying credentials listed in your Online Profile, such as IBAN, or in some cases, an email, phone number, or similar information. The limits for funding transfers are set out in your Online Profile.

(b) **Credit Value Date:** The credit value date for Funding Transactions in your Account (i.e. when we issue you e-money in respect of the Funding transaction) is the Business Day on which the funds are credited to our account. For Acquiring transactions the credit value date is the date the Acquiring transaction is made.

(c) **Restrictions:** A Funding Transaction may be rejected or delayed by us (or other parties involved in the transaction) for Regulatory compliance reasons (AML/FT), risk reasons or for other reasons beyond our control.

(d) **Reserve and Hold/Pending:** We may, for legitimate risk or Regulatory compliance reasons withhold any or all of a Funding Transaction until we are satisfied that the reason for that withholding has been resolved. A Reserve is usually held for credit risk reasons, and you will be informed of the Reserve requirement when you start using the myPOS Service and then on an ongoing basis through your Online Profile.

(e) **Chargebacks:** You agree that you cannot make a successful Chargeback after a funding transaction on the grounds of "goods not delivered" or similar, as the purchased e-money (purchased goods) is issued (delivered) by us upon receipt of funds.

Internal Payment Transfers

8.2. **Internal Transfer:** You may receive internal transfers from other myPOS customers or by debiting one of your other myPOS accounts. If the transfer is from another myPOS customer who is a customer of a different licensed financial institution (usually a myPOS group company serving a different market to you), then the transfer will be credited to your account as an external payment transfer.

External Payment Transfers

8.3. **Funding via Credit Transfer:** You can order or otherwise receive a credit transfer from an external payment account to your myPOS Account for e-money provided by us. Types of standard credit transfers available in the myPOS Service:

(a) **SEPA Credit Transfers:** You may fund your myPOS Account with SEPA Credit Transfers. A SEPA credit transfer is a standardized, bank-to-bank payment method that allows individuals and businesses to transfer funds in euros between

bank accounts within the Single Euro Payments Area (SEPA) countries.
(b) **SEPA Instant Transfers:** You may fund your myPOS Account with SEPA Instant Transfers. A SEPA Instant Transfer is a fast, euro-denominated payment method that allows funds to be transferred between bank accounts within the Single Euro Payments Area (SEPA) in real-time, typically within seconds. This service is available 24/7, including weekends and holidays, providing immediate availability of funds to the recipient.
(c) **International Money Transfers:** You may fund your myPOS Account with International Money Transfers. An International Money Transfer (SWIFT) is a method of transferring funds between banks across different countries using the SWIFT network. This system allows banks to send and receive secure messages containing payment instructions, enabling the transfer of money in various currencies around the world.
(d) **Other payment transfers** through other specific payment systems.

Acquiring Services

8.4. You may fund your myPOS Account by accepting card payments using our Acquiring Services:

(a) We will pay you the amounts received by us from transactions made by you using the Acquiring Services that are due to you by issuing electronic money equal to the value of the amounts collected, subject to all terms and conditions of this Agreement. In certain cases, upon explicit consent between both parties, we will transfer the amounts collected via the myPOS Service that are due to you to a bank account you have provided, which must be approved by us.
(b) The amounts due to you are calculated net of our fees and other deductions, see section 4.11.

8.5. Amounts collected via the Acquiring Services that we withhold as a Reserve or as Hold/Pending under this Agreement or other Agreements are not yet due for payment to you until the reason for the withholding is resolved. These amounts represent conditional obligations from us to you and are not considered funds received by us in exchange for electronic money, and therefore, they do not constitute electronic money or a part of your Balance. They also do not represent a claim by you against us until the reason for withholding is resolved, which:

(a) in the case of the Reserve is when we either issue e-money for these amounts or after the period for raising a Chargeback by any buyer in respect of the transaction to which those amounts relate has expired; and
(b) in the case of Hold/Pending amounts is when we are satisfied that the amounts no longer need to be withheld.

You will be able to see the amounts withheld by us in your Online Profile, in the Reserve account, marked as Reserve or Hold/Pending. These amounts are displayed for information purposes only and do not represent your e-money Balance. We will inform you of the reasons for withholding amounts unless it is unlawful for us to do so.

8.6. Customers engaged in specific businesses, as defined by the rules of the Card Schemes, may be eligible for Pre-authorization transactions. These transactions will be available to you only after explicit approval is given by us. We have full discretion in assessing your application for Pre-authorization transactions and may refuse or discontinue this part of the Service for risk or Regulatory compliance reasons. We will not be liable to pay any compensation to you for such refusal or discontinuation. Amounts from Pre-authorization transactions will not be credited to your account until the Pre-authorization transaction is duly completed and settled with us, in accordance with the rules of the Card Schemes. Such amounts do not constitute e-money and are not part of your available e-money Balance. They are displayed separately in your Online Profile, under the "Pre-authorization" tab, which is available for such transactions for informational purposes only.

8.7. Nothing in this Agreement requires us to provide you with any credit or overdraft facility, and no such credit or overdraft is intended to be granted.

8.8. Some of the features of **myPOS Online Acceptance** must be requested by you and will be available only after our approval following assessment of whether your business has reason to use them. You must pass successful integration with the simple version, or the API provided by us for the particular myPOS Online Acceptance Feature, if applicable. The Online acceptance features are described in detail on the myPOS Website.

8.9. **Requests for Payments:** You can send a payment request or a payment link via the myPOS Service, with an expiry date and amount set by you. If the recipient agrees to pay, the payment will be processed as a card-not-present transaction on the secured myPOS platform. You understand and agree that sending a payment link or request is not a guarantee or obligation on our part to debit the recipient’s account or card. The recipient must agree, open the link, and complete an e-commerce transaction with a valid card before the payment request expires. We are not liable for late payments or refusals to pay via payment links or requests for payments.

9. Spending Transactions

9.1. General Spending rules:

(a) **Available balance.** We will execute your authorized payment order if you have sufficient funds in your Balance to cover the amount of the transfer and the applicable fees. We may refuse to execute a transaction if your Account does not have enough e-money in the respective currency, or if we reasonably believe that the payment order has been made by an unauthorized person or that the transaction is fraudulent, illegal, or in breach of this Agreement or any Regulations.
(b) **Receipt of Payment Order and Irrevocability:** By clicking the “Confirm” or “Yes” button in your Online Profile or myPOS Mobile App, after entering an OTP (one-time password) or a secured code for confirmation, we immediately receive your payment order. This is considered the time of receipt of the payment order you execute. By doing so, you confirm that you are making an irrevocable payment order for us to debit your account with the amount of the transfer, including all applicable fees, and to execute the payment. Once we have received your confirmed order, it cannot be revoked. Payment orders received by us on a day that is not a Business Day will be deemed received on the next Business Day.
(c) For each Spending Transaction other than using your Card, we will provide you with information regarding the execution deadline, any applicable fees, and, if requested before execution, a breakdown of those fees. After the fees have been debited from your myPOS account, we will also provide you with the following details:

(i) a reference number that allows you to identify each payment, and if applicable, information about the beneficiary;
(ii) the amount of each payment, including the currency used;
(iii) the amount of any fees charged and, if applicable, a detailed breakdown of those fees;
(iv) the exchange rate used for the payment, if applicable; and
(v) the date on which the payment was debited, or the payment order was received.

You can check this information in respect of your Spending Transactions in your Online Profile at any time.

(d) **Incorrect payment orders:** Unless you inform us that a payment order was unauthorized or incorrectly executed within the timeframes set out in this Agreement, you acknowledge and agree that a payment order, including those from a Standing Order, has been executed correctly by us. This applies even if you submitted a payment order with incorrect data, resulting in the money transfer being unsuccessful, received by the wrong payee, or returned to us. In such cases, you are responsible for covering the charges for the return, reversal, or cancellation of the incorrect payment order.

Internal Payment Transfers

9.2. **Internal Transfers (Send Money):** You may debit your myPOS account and transfer amounts to other myPOS customers by using the Send money functionality, which usually represents an internal transfer. If you are a making a transfer to another myPOS customer who is a customer of a different licensed financial institution (usually a myPOS group company serving a different market to you), then your transfer will be made under the External Payment Transfers rules outlined hereinbelow.

External Payment Transfers

9.3. **Spending via Credit Transfer:** You can order a credit transfer from your myPOS Account to an external payment account using e-money provided by us. Types of standard credit transfers available in the myPOS Service are the same as described for Funding Transactions in section 8.3.

9.4. **Making International Money Transfers:** We will process correct payment orders for international non-euro transfers in compliance with SWIFT rules. To make a correct payment order for an international money transfer, you must provide the full and correct name of the beneficiary, correct beneficiary account data (such as IBAN and BIC for the beneficiary’s payment service provider, or other account numbers as required), and, if needed, the SWIFT code of the beneficiary’s payment service provider, as well as other data as requested by the Service in your Online Profile.

9.5. **Payment transactions initiated by or through the payee.** We shall execute a payment transaction initiated by or through the payee in accordance with your consent given to the payment service provider of the payee. In cases where the amount of the transaction is not known at the moment of providing the consent, you may be provided with an option to agree to the blocking of a specific amount for the purposes of the execution of the transaction in question. In case you have agreed to such blocking, we shall unblock the amount at the moment of the initiation by or though the payee.

9.6. **Restricted outbound transfers.** You may execute outbound money transfers via the myPOS Service to any payment account, except to payment accounts in countries or to persons or entities that are restricted by us, please see the myPOS Website.

Standing Orders

9.7. **Standing Orders:** You may submit Standing Orders for money transfers online via your account, as provided and within the limits allowed by the Service. You must specify the account to be debited, the frequency, the payment amounts, the currency balance to be debited, the beneficiary's payment details (names, account number/IBAN, and other details as required by the Service), the start date, and the expiry date of the Standing Order. You understand and agree that an OTP may be required by the Service when setting up the Standing Order, but not for the execution of future transfers from the Standing Order, which will be executed automatically without the need for OTP entry.

9.8. **Availability of funds:** The Balance in your Account to be debited for a Standing Order payment must be sufficient to cover the amount and our applicable fees. If the funds in the relevant Account are insufficient, we may use any available funds in another of your currency Accounts, performing an automatic currency conversion at our foreign exchange rate on the date of the conversion, to complete the transfer. We will not execute a specific transaction if there are not enough funds in your Account, and we shall not be liable for any damages or compensation if the Standing Order payment is not made.

9.9. **Withdrawing a Standing Order:** You may cancel a Standing Order before the expiry date by going into your Online Profile or via the myPOS Mobile App. To revoke a payment due under a Standing Order, you must do so no later than the end of the Business Day preceding the payment due date. You understand and agree that all payments executed by us according to the Standing Order until the date of withdrawal or expiry are irrevocable and correctly executed by us. We shall not be liable for unauthorized transactions.

Direct Debit

9.10. The Direct Debit service allows you to make payments to eligible recipients, based on prior consent you give to them.
For a Direct Debit mandate to be effective, the following conditions must be met:

- (a) the recipient and their payment service provider must use a Direct Debit scheme supported by us, for example the SEPA Direct Debit Core Scheme;
- (b) you must have given your Direct Debit mandate to the recipient at least 14 days before the first payment due date; and
- (c) you and the recipient must use the IBAN and BIC we provide as your identifier. We process the payment using the details provided by the recipient's payment service provider.

9.11. **Mandate.** You must provide the recipient with a Direct Debit mandate, either as a signed paper document or electronically, depending on your agreement. The mandate must authorize the recipient to collect payments from your account and instruct us to process these payments. The mandate must include your IBAN, BIC, the recipient's name, IBAN, BIC, payment type (one-off or recurring), your details, our name, date, and your signature. The recipient keeps the mandate, and they may include extra details in the payment instructions they send to us. By giving a mandate to the recipient, you authorize them to request payment from your account, and we are instructed to transfer the funds to their service provider.

9.12. **Withdrawing or Limiting a Mandate.** You can refuse a Direct Debit mandate or payment by sending us a request at least two Business Days before the payment due date. You can also limit the frequency or amount of payments, but this must be communicated to both us and the recipient two Business Days before the due date.

9.13. **Direct Debit payments.** When we receive a Direct Debit request, we will debit the specified amount from your account on the due date. If the due date falls on a non-Business Day, we'll debit the account the next Business Day.

9.14. Non-execution of Payments. We will not process a Direct Debit if:

(a) you have withdrawn the mandate;
(b) the IBAN provided doesn't match your account;
(c) your account is closed, blocked, or has insufficient funds;
(d) other issues like incorrect transaction codes or Regulatory compliance; or
(e) there are insufficient funds, in which case we will hold the request for three Business Days before returning it to the recipient.

9.15. **Refunds and Disputes related to Direct Debits.** You can request a refund within 7 days, or if you qualify as a microenterprise - within 8 weeks of a payment, if it was authorized. If unauthorized, you must notify us within 7 days to receive a refund. If a payment wasn't processed or was processed incorrectly, you can request a refund for the full amount, subject to the terms described in Section 11.

Backup payment method (Card-on-File)

9.16. You may choose to activate the Backup payment method functionality (or Card-on-File ("CoF") that enables you to link a third-party payment instrument (e.g., a debit or credit card issued by another financial institution) to your myPOS Account. By linking such an instrument, you authorize us to store the necessary credentials in a tokenized form and initiate charges to the linked payment instrument in specific circumstances described below.

9.17. The Backup payment method will be used exclusively for the purpose of automatic top-up in cases where your myPOS Account enters into a negative balance, or in case where you do not have enough balance in your myPOS account to cover an outstanding fee/debt to us. When any of this arises, we may automatically initiate a payment transaction by debiting the linked payment instrument to cover the outstanding amount in full or in part, depending on the available limit on the instrument and our risk rules.

9.18. Consent and Authorization. By activating a Backup payment method, you:

- **i) give us your ongoing and revocable consent to initiate charges on your linked payment instrument;**
- **ii) confirm that you are the legal holder or duly authorized user of the payment instrument provided;**
- **iii) agree that we may attempt to collect the amount owed in multiple instalments or retries if a transaction is declined, subject to applicable Card Scheme rules.**

9.19. Revocation and Deactivation. You may revoke your consent for a particular Backup payment method by removing the linked payment instrument at any time, provided your Account is not in a negative balance at the time of revocation, or has any kind of active subscription, including a Rental plan. In the event of removal, you remain liable for any amounts already charged or for which a charging process has already been initiated.

9.20. Failed Charges and Liability. If we are unable to collect the negative balance via a Backup payment method, you remain fully liable for the amount due, which may be recovered through other means, including debiting any other myPOS Account held by you or initiating debt recovery procedures. You shall also remain liable for any fees or costs associated with failed transactions, including any fees charged to us by the issuer of the linked instrument. You cannot initiate a chargeback for a Backup payment method transaction.

Card Issuing Services

9.21. General issuing rules.

(a) Issuing of myPOS Card. A myPOS Card is not issued automatically. You must request it via your Online Profile after successful enrolment for the myPOS Service unless it has been provided as part of your myPOS Terminal package, in which case it will only be activated after your successful enrolment for the myPOS Service. When issued/activated the Card is automatically linked to your myPOS Account. The continued use of any Cards, we issue you

is subject to maintaining at least one valid myPOS Account and having a positive Balance.
(b) Activation of myPOS Card. To activate your myPOS Card you must follow the steps described in the myPOS Website, myPOS Mobile App or in the myPOS Terminal package in which you received it. You will be required to activate your myPOS Card by providing your mobile phone to which you will receive any Security Credentials or other confirmation codes when purchasing goods or services online.
(c) Personalization. A Card that has been personalized with your name as the cardholder must be used only by you. A Card that has not been personalized with your name as the cardholder (if offered by the myPOS Service) may be used by you or by third parties to whom you provide or make the Card available. In such cases, you will be fully responsible for all payment transactions executed with the Card.
(d) Linking of myPOS Card. You understand and agree that the myPOS cards may be linked to only one particular IBAN-denominated account and can only spend the balance available in the respective account to which the card is linked.
(e) Mobile Wallets. You can use your myPOS Card by adding it to certain types of third-party wallets (for example, Apple Pay or Google Pay) and fulfilling the requirements for the activation of the service, as explained on the myPOS Website and in the myPOS Mobile App. The use of your myPOS Card through these third-party wallets is subject to a separate agreement between you and the respective third-party wallet provider. We are not responsible for the technical performance or the security of any third-party wallets. We are also not responsible for any obligations that these third-party wallet providers owe to you, including the functioning and security of their services and platforms. Third-party wallet providers may change their terms at any time or cease the provision of their services. You should keep yourself informed about the relevant terms and conditions of the wallets provided by third-party wallet providers.

9.22. myPOS Virtual Card. You may order and receive a digital myPOS Virtual Card via the myPOS Mobile App, subject to the conditions below:

i) You are entitled to receive one (1) Virtual Card free of charge. Each additional Virtual Card issued thereafter will be subject to the applicable fee set out in the Tariff.
ii) The myPOS Virtual Card is a digital-only card that can be used for card-not-present transactions (e.g. online payments), and, if tokenised, may also be used for contactless card-present transactions via compatible third-party wallets (e.g. Apple Pay or Google Pay).
iii) The unmasked payment credentials (PAN, Expiration Date and CVC) of each myPOS Virtual Card are available only to the original user who ordered the respective card. All other users with access to card management functionalities in your Online Profile or myPOS Mobile App will see only masked details.
iv) The myPOS Virtual Card cannot be used for ATM cash withdrawals or for transactions requiring physical card presentation. As outlined above, in order to use the card for card-present payments, it must be tokenised.
v) The myPOS Virtual Card cannot be reissued. If lost or deleted, a new card must be ordered, subject to the applicable fee, if any.
vi) All other rules applicable to myPOS Cards, including authorisation of transactions, card limits, security features and liability for unauthorised use, apply equally to myPOS Virtual Cards, unless otherwise stated herein or in the Tariff.

9.23. myPOS Premium Cards: You have the option to apply for our premium card programme and receive myPOS Premium Cards. You can find a detailed description of the terms of use for these types of cards at the following link, which will be binding for you if you decide to apply for this part of the myPOS Service. The issuance and use of the myPOS Premium Cards depend on

your Account(s) being in good standing, compliance with any myPOS policy, including the Acceptance policy, your verified status, and the payment of the fees for the myPOS Premium Cards.

(a) The myPOS Premium Cards provide you with access to a wide variety of benefit and bonus schemes ("benefits"). You can read the full list of benefits at the following benefits site:following link. We reserve the right to update the list with new benefits. If a particular benefit or bonus is suspended, we will send you two months' prior notification, unless the suspension is beyond our control, in which case the suspension may be immediate.
(b) Some benefits are administered by third parties—partners of the Premium Card programme — and not directly by us. We shall not bear any liability if these benefits are unavailable, if there are changes to their terms of use, or if our partner fails to provide the benefit. We have provided information about the benefits supported by our partners, as well as the applicable terms and conditions, at the aforementioned benefits site.
(c) When using myPOS Premium Cards, you will be charged the respective fee as described in the Tariff and/or at the benefits site. You may choose a subscription plan that suits you—monthly, annual, or another type that we have made available. The subscription plan fees will be charged automatically, depending on the frequency you have chosen. If you do not have any available Balance in your Account and do not fund it within seven days of the due date of the relevant fee, we will block your myPOS Premium Card.
(d) You may unsubscribe from the myPOS Premium Cards programme at any time by clicking the "Unsubscribe" button in the Card Settings menu. We will stop charging the applicable fees for the myPOS Cards, as described in the myPOS Premium Cards section of the myPOS Website.

9.24. Payment with your myPOS Card

(a) You acknowledge and agree that all myPOS Cards linked to your Account are providing access to the Balance kept in your Account and any Spending Transaction using a Card will debit this Balance.
(b) A payment order executed with a Card will be received by us in electronic form. Your consent for execution of the payment transaction with the Card becomes irrevocable when you present the Card/NFC-enabled phone for execution of the transaction and:

(i) The chip or magnetic stripe of your Card, or the NFC built-in chip, is read by the ATM or POS device, and/or you enter a valid PIN (except for contactless payments of small amounts), and/or you or the authorized cardholder signs the receipt from the device; or
(ii) You give the Card or insert it into a terminal, and its chip is read by a self-service terminal; or
(iii) You enter the Card data, such as the 16-digit number, validity date, or CVC2 code, on the Internet; or
(iv) You provide the card data (number, validity, CVC2) to the provider of goods or services and authorize them to use it for payment of the respective service by fax, telephone, or another communication device. In the case of contactless payments of small amounts, where entering a PIN is not required as per the rules of the Card Schemes, your consent for executing the payment transaction with the contactless functionality becomes irrevocable when you present the Mobile phone to the NFC-enabled POS and enter the PIN for the myPOS Mobile App; or
(v) You verify the payment through the OTP Code that we sent to you on the 3D Secure portal that will pop-up after the merchant checkout.

9.25. You acknowledge and agree that a myPOS Card, which has been personalised with your name, must be used only by you.

9.26. You may order additional myPOS Cards ("Additional Cards") for authorized third parties that are part of your business. Each Additional Card will be linked to your Account and the authorized third-party holders of such card will be able to spend your money. You will be able to set specific spending limits to each Additional Card. Additional Cards may be embossed or not with the names of each authorized third-party.

9.27. You acknowledge and agree that in cases where you have more than one Account you may have myPOS Cards linked to the different Accounts spending the Balance of only those Accounts.

Part III – GENERAL RULES FOR THE MYPOS SERVICE

10. Acceptance Requirements

10.1. You must use the myPOS Service in accordance with:

(a) this Agreement;
(b) all documentation included in your myPOS Terminal package and/or the relevant technical manuals for the use of myPOS Online Acceptance;
(c) information published and updated by us from time to time on the myPOS Website including settings and limits of the myPOS Service, including those set by you with our approval; and
(d) applicable Regulations.

10.2. Restricted activities: It is strictly forbidden to use the myPOS Service for any illegal purposes including but not limited to fraud, money laundering, tax evasion or for other illegal activities. You shall under no circumstances use the myPOS Service in a manner that involves any of the following:

(a) breach of this Agreement; or
(b) providing false, inaccurate or misleading information (including, without limitation, providing false identifying data, such as false names, e-mail addresses, mobile telephone numbers or other data, with the aim or resulting in the opening of an Account for another person without authorization or for impersonating third-parties or for any other fraudulent aim); or
(c) breach or risk of breach by you of any Regulations, including using the myPOS Service to make or receive payments relating to illegal activities; or
(d) abuse of the reversal or Chargeback rights and procedures by you in relation to Card transactions executed with your myPOS Card; or
(e) abuse of the reversal or Chargeback rights and procedures by you in relation to Acquiring transactions processed via your myPOS Terminal; or
(f) use of the myPOS Service without the consent of or by misleading your third-party contractors, customers or partners, such as by sending unsolicited or unfounded payment requests or payment links, or in any manner that results in or may result in complaints, disputes, claims, reversals, Chargebacks, fees, fines or penalties; or
(g) initiation of transactions that may be considered to be cash advances or assisting in cash advances or facilitating the purchase of cash equivalents (travellers' cheques or money orders, etc.); or
(h) 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

(i) using the myPOS Service for any sale or purchase of goods and/or services, which contravene the Acceptance Policy; or
(j) act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing, including to any employee of the myPOS group; or
(k) use of an anonymizing proxy to allow control or use of an Online Profile or Account by a person who is 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 entity or a group of entities or individuals who are connected or related show pattern of coordinated actions); or
(l) 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 myPOS website or to interfere with the myPOS Service; or
(m) use the myPOS Service to test credit card behaviours; or
(n) selling, renting or allowing your myPOS Terminal to be used by a third party without our prior approval; or revealing your Security Credentials to any third-party who is not authorized to have them.

10.3. You understand and agree that the myPOS Service is only accessed by the means that we provide you with such as the Online Profile, myPOS Terminal, myPOS Card and myPOS Mobile App. You are not permitted to access the myPOS Service via third-party providers tools for which we have not given our permission.

10.4. You undertake not to engage in any activity that disrupts or interferes in a negative way the myPOS Service.

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

10.6. A failure by you to comply with any of these Acceptance requirements, may result in the immediate suspension of your use of the myPOS Service, the blocking of your Accounts, withholding of funds or termination of this Agreement.

11. Your Liability

11.1. Security Interest. To secure your performance under this Agreement, you grant us a legal claim over the funds in your Account as security in respect of any outstanding fees, charges, reversals, Chargebacks, claims, fines, penalties, or other amounts that you may owe under this Agreement. This is known in legal terms as a "lien" on and "security interest" in your Account.

11.2. Right to Set-Off: You agree that myPOS may set off any amounts held in any of your myPOS Accounts against any fees, charges, reversals, Chargebacks, claims, fines, penalties, or other amounts you owe to myPOS or any myPOS Group company involved in providing the myPOS Service. If any set-off made by us involves a currency conversion, we will convert the amount you owe according to our foreign exchange rate on the date of the set-off.

11.3. Interest on late payment: In the event that the payment of any amount due to us is late, then we may charge interest at a rate equal to three (3)% per annum above the base rate that is published by European Central Bank from time to time for each day after the due date that the payment remains unpaid.

11.4. You agree to indemnify on demand, defend and hold us harmless from and against any losses (including negative Balances on your Account or Cards), claims, demands, liabilities, actions, judgments, damages, or expenses (collectively, "Claims") relating to your use of the myPOS Service that we may incur or be subject to during the term of this Agreement or within 5 years after its termination, including:

(a) Claims related to your use or the use of your employees, agents, sub-contractors, or third parties of the myPOS Service, including Accounts or Cards, and breaches of any provision, warranty, or representation in this Agreement, or rules of Card Schemes or Other Schemes or other relevant organizations;
(b) Claims arising from wilful acts, gross negligence, or fraud by you or your employees, agents, sub-contractors, or end customers, including Chargebacks, offline transactions, recurring transactions, currency conversions, pre-authorizations, manual operations, stand-in processes, system malfunctions, or other unlawful use of the Card and/or e-money; and
(c) Claims arising from your or others' failure to comply with Regulations, including anti-money laundering laws and data protection laws.

11.5. Unauthorized or Incorrectly Executed Transactions.

(a) If you are a microenterprise, you will only be liable for losses incurred due to unauthorized transactions resulting from the use of a lost or stolen payment instrument, or from the misappropriation of a payment instrument, up to a maximum of £35 or its equivalent in another currency (unless the loss, theft or misappropriation of the payment instrument was not detectable to you prior to the payment). In the case of an unauthorized payment transaction that debits your myPOS Account, including transactions initiated through a third-party Payment Initiation Service Provider (PISP), we will refund the amount of the unauthorized transaction (less £35 or equivalent where applicable) as soon as practicable, and in any event no later than by the end of the following Business Day after being notified of the unauthorized transaction. This is except where we have reasonable grounds for suspecting fraud or gross negligence on your part. You must inform us immediately of an unauthorized transaction and request a refund at help@mypos.com.
(b) If you are not a microenterprise then you will be liable without limitation for all losses incurred due to any unauthorized transactions resulting from the use of a lost or stolen payment instrument, or from the misappropriation of a payment instrument.
(c) Your entitlement to a refund for unauthorized transactions (if any) or incorrectly executed transactions, is dependent on you informing us of the unauthorized or incorrectly executed transaction (as the case may be) without undue delay and in any event within one month of the date of the transaction (or within 13 months if you are a microenterprise).
(d) Where you deny having authorised an executed payment transaction or claim that a payment transaction has not been correctly executed it is for you to prove that the payment transaction was unauthorized or incorrectly executed.
(e) Where you deny having authorised an executed payment transaction you understand and agree that the use of a payment instrument recorded by our system, including by a payment initiation service provider where applicable, is sufficient proof that the payment transaction was authorised by you or that you have failed with intent or gross negligence to comply with your obligations to keep your Security Credential secure.

11.6. Other provisions for customers who are not micro-enterprises or charities. If you are not a microenterprise, you also agree to the following:

(a) You are not entitled to a refund for pre-approved payments, Standing Orders, or payment transactions initiated by a payee (i.e., a merchant) as set out in this Agreement.
(b) We are not liable for losses or damages that you may suffer as a result of matters referred to in Articles 75 (Evidence on Authentication and Execution of Payment Transactions) and 91 (Liability for Non-Execution or Defective or Late Execution of Payment Transactions Initiated by the Payer) of the European Union (Payment Services) Regulations 2018, regardless of other provisions in this Agreement.

11.7. Lack of Internet or Switched-Off Terminal: If a transaction made using the myPOS Service is interrupted during the process of authorisation for any reason including the myPOS Terminal or Internet connection being switched off, the transaction may not be cleared and settled by the Card Schemes according to their rules. In such cases, we will not be liable for any non-payment or delayed payment. In such cases, you may need to re-submit the transaction. If the period between the approval of a transaction and its actual clearing and payment by the Card Schemes exceeds 5 (five) calendar days (which may be the case if the myPOS Terminal is not able to receive incoming messages), you will be charged a fee for Late Presentment as specified in the Tariff. We are not responsible for the clearing and payment of approved transactions if they have not been properly completed by you, or if the myPOS Terminal has been lost, stolen, given to third parties, or damaged by you or third parties after the transaction approval.

11.8. General: We are not liable for declined payment transactions whether due to lack of authorisation from the issuer of the cardholder, or from us in relation to the use of the Acquiring services or your Card, or a declined transfer due to an insufficient Balance. We are also not liable: (i) if your Card is not accepted by merchants for reasons of it not being personalised; (ii) for any kind of offline transaction (where permitted by us), including where you have opted to accept offline transactions and any such transaction was declined or was unable to be authorized for any reason whatsoever outside our reasonable control; (iii) for problems with your hardware or software; or (iv) where you exceed any limits set by us or you for your use of the myPOS the Service.

11.9. Your Liability in Relation to Intellectual Property Rights and Publicity:

(a) Authorization to Use Marks: Subject to this Agreement, we authorize you to use the logo and Marks of the myPOS Service, such as myPOS, myPOS Terminal, myPOS Checkout, myPOS Online, myPOS Virtual, MOTO, myPOS PayButton, myPOS PayLink, MasterCard, VISA, or other Card Schemes provided by us (collectively referred to as "Marks"), solely for the purpose of using the myPOS Service. You may use the Marks only on your promotional materials and website to indicate that your customers can pay your offered goods and services.
(b) Intellectual property rights in: (1) the myPOS platform, myPOS Website, or any API, software, or documentation related to myPOS Services or other services supplied by us for or in connection with the Service, and (2) any Marks, trademarks, or logos of ours or the Card Schemes, custom graphic interfaces, design elements, graphics, or other content provided by us or our licensors, remain our property or that of our licensors. We and our licensors grant you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free, and limited license to access and/or use the myPOS software in accordance with the documentation, including all updates, upgrades, new versions, and replacement software, for your personal use only. You are not authorized to copy, reproduce, disassemble, sell, lease, or otherwise exploit the payment instruments, Online Profile, software, platforms, APIs, mobile POS devices, or any other development or material provided by us.
(c) Ownership of Developments: Any software, documentation, API, applications, or other

materials or developments provided by us to enable you to use the myPOS Service will be our exclusive property.
(d) Compliance and Liability: If you or any users authorized by you do not comply with our instructions, implementation, and use requirements, you will be liable for all resulting damages suffered by you, us, and third parties. We may update or discontinue any software upon notice to you.
(e) Restrictions on Modification: You will not, without our prior written consent, copy, decompile, or modify the software (except as permitted by law), nor copy any manuals or documentation provided or made available to you as part of the myPOS Service.
(f) Duration of Usage Rights: The right to use the Marks and any software, documentation, or other materials supplied under this Agreement is granted only for the duration of this Agreement.
(g) Backup Copies: You may make a copy of the documentation and other materials supplied under this Agreement for backup purposes only.
(h) Rights to Use Business Name and Marks: You grant the myPOS group of companies the worldwide right to use and display your business name, trademarks, and logos on our website and in our mobile and web applications to provide information about your business and its products and services. You grant the myPOS group a non-exclusive, non-transferable license to use your trademarks and trade names for the duration of the Agreement, for purposes including promotional, reference, and operational uses, such as video materials for the Internet, social media, TV, printed materials, and others. This may also include linking to your website on the Service's website. If you provide your logo or trademark to be printed on receipts via the Service, you will be liable for any damages we may suffer from third-party claims related to the use of the provided sign.
(i) Promotional Material: You will not issue any promotional or advertising material containing the Marks without first obtaining our prior written consent.

12. Chargebacks, Reversals, Refunds, or Claims Related to Acquiring Services

12.1. You acknowledge and agree that you are liable to us for the amount of any payment received by us for your benefit or by you whether via the Acquiring Services or any other Funding Transaction, if the payment is reversed or otherwise invalidated for any reason, plus any fees or charges that are applied by us, a Card Scheme, Other Scheme or other third party payment service provider as part of the process. This includes, but is not limited to Chargebacks. We will give reasonable assistance to you in challenging any Chargeback in accordance with the rules of the relevant Card Scheme or Other Scheme, provided you provide us with any information we request from you, including representing the transaction, if possible.

12.2. Determination of Chargeback Validity: The validity of a Chargeback, refund, reversal, or claim will be determined by the relevant Card Scheme, Other Scheme or third-party payment service provider, and we will have no discretion in this matter. We are not liable to you for any reimbursement to the cardholder (or Card Scheme or Other Scheme), their payment service provider, or other relevant third party as a result of a Chargeback, refund, reversal, or claim.

12.3. Depending on the outcome of any challenge you make, we will:

(a) Upheld Chargebacks (in other words a dispute about a payment which you have lost): reimburse the funds to the payer, cardholder (or Card Scheme or Other Scheme) and charge you for these amounts, including the applicable fee, by deducting them from the amounts due to you or by debiting your Account. In this case, we will first debit the

Balance in any currency and any Account you have with us, and then the Reserve, if there are insufficient funds in your the Balances; or
(b) Unsuccessful Chargebacks (in other words a dispute about a payment which you have won): release the withheld or blocked amounts to you if the Chargeback, reversal, refund, or claim has been decided in a non-appealable manner as unsuccessful.

12.4. Costs of Arbitration Procedures: If a cardholder escalates a Chargeback or similar procedure with a Card Scheme or Other Scheme, we will inform you and cooperate with you in the procedure as per the Regulations. Any costs or fees incurred by us during this procedure, including those paid by the cardholder if you lose the procedure, will be your responsibility.

12.5. Restrictions and Termination Due to Excessive Chargebacks: You acknowledge and accept that we may restrict or suspend your use of the myPOS Service and/or terminate this Agreement immediately and without prior notice if, in our sole opinion, the levels of Chargebacks, refunds, reversals, or claims connected with your website or offers are excessive.

12.6. Investigation of Irregularities: If we have reasonable doubts or receive information from Card Schemes, Other Schemes or other Regulators regarding payments made with stolen cards, false cards, unauthorized card payments, or other irregularities related to your business or website, we have the right to withhold or block all amounts due to you, including those in your Account, and initiate an investigation without prior notice to you. You are required to cooperate with us and provide all requested information related to the alleged fraud or unauthorized payments. We will complete our internal investigation within a reasonable period and inform you of the outcome. You acknowledge and agree that, in some cases of violations, we may be required to report your website to Card Schemes or Other Schemes or other Regulators and terminate the Service for you, for which we will not be liable.

13. Closing of Your Account. Termination of Agreement

13.1. This Agreement will remain in effect until terminated by either you or us in accordance with its terms.

13.2. You may stop using the myPOS Service at any time without needing to inform us. The Agreement will continue to apply until it is terminated by either you or us, as outlined below.

13.3. If you wish to terminate this Agreement, you may do so at any time, provided your Account is in good standing, immediately and without termination charges by:

(a) notifying us in accordance with the communication procedures outlined below; and
(b) closing your Account, which includes withdrawing or redeeming any available Balance of e-money.

13.4. You will remain liable for all outstanding obligations under this Agreement, even after its termination or the closing of your Account.

13.5. If there is any risk of damage or loss that we may incur due to fees, charges, reversals, Chargebacks, claims, fines, penalties, your non-compliance with AML/CTF Regulations or other Regulations, or any other amounts that you may owe under this Agreement, we may hold your funds for up to 180 days after the termination of this Agreement. We may also retain your funds for a longer period if required under any Regulations.

13.6. Unless a shorter period is provided in this Agreement, as permitted by the Regulations, we

may, at any time, close your Account and terminate the Agreement by giving you two (2) months' notice.

13.7. We may, at any time and without notice, limit your use of the myPOS Service, restrict its functionalities, block or close your Account, suspend your access to the Online Profile and/or terminate this Agreement with immediate effect under the following circumstances:

> **(a) if you (in our reasonable discretion) breach any material provision of this Agreement, including but not limited to the Acceptance Policy, or violate any Regulations. This shall include situations in which we have reasonable doubt that you do not intend to or are unable to comply with this Agreement or any Regulations; or**
> **(b) if we are required by any Regulations, including compliance with sanctions, in each case as determined at our discretion as to compliance with those Regulations and/or sanctions; or**
> **(c) you are not identified or verified by us to our satisfaction in relation to Customer Due Diligence; or**
> **(d) you are not of legal age and/or using the myPOS Service for your business or professional activity; or**
> **(e) if you are overdue on any fees, charges or other amounts due to us under this Agreement for more than two (2) months, or have been overdue for more than one (1) month on two or more occasions within a six (6) month period or otherwise if you in our reasonable opinion present a material financial risk to us; or**
> **(f) if your Account has been closed, blocked, or otherwise suspended by us for more than 12 months; or**
> **(g) if we have reasonable suspicion or evidence of illegal activities carried out by you such as the unauthorized copying or storage of cardholder information, use of fraudulent or counterfeit cards, or any other illegal activity. In such cases, we may report you and the reason for termination to the relevant Regulators; or**
> **(h) if we have reasonable grounds to suspect fraudulent behaviour on your part including if you are on a blacklist, whether internal or one managed by a Regulator, relating to the same; or**
> **(i) if you enter into (or proceedings commence in relation to) liquidation, insolvency, bankruptcy, dissolution, winding-up, or an analogous procedure; or**
> **(j) if you fail to provide information requested by us in relation to you, your use or intended use of the myPOS Service within the stipulated timeframe or there is reasonable suspicion that you have provided false or incomplete information. Requests for information may be made at any time for Customer Due Diligence, including during account opening, after account opening, or following a transaction; or**
> **(k) if a Card Scheme or Other Scheme or other relevant third-party ceases to provide essential services required for us to offer the myPOS Service to you.**

At termination, any remaining Balance will be transferred to a Holding Account. If you receive a Funding Transaction (e.g., a refund or similar) after your Account is closed, the amount will also be held in the Holding Account. If the Account is closed with a remaining Balance, you are still entitled to receive your funds, provided you complete our Customer Due Diligence procedures. We will also disable your access to your Online Profile.

13.8. E-Money Redemption Upon Agreement Termination

You may request the redemption of e-money if your Account(s) is in good standing and not blocked for compliance, risk, security, or other Regulatory reasons. To redeem your e-money you must send us an explicit request. Redemption is subject to successful completion of

Customer Due Diligence. We will redeem the e-money amount, less any applicable fees, as detailed in our Tariff or for currency conversion and bank transfer fees. We will initiate a transfer to a payment account held in your name opened with another payment service provider.

13.9. We shall not be liable for an incorrect redemption transfer which is based on false or incomplete information provided by you. We are also not responsible for delays in e-money redemption caused by your delay in providing requested documents or caused by any third-party payment service providers involved in the transfer.

13.10. You cannot request an e-money redemption if your Account has no Balance or if the Balance is insufficient to cover currency conversion and/or bank transfer fees, if applicable.

13.11. Death and Change in Legal Status

> **(a) Death: The relationship between us and you will continue until we are notified in writing of your death. Upon such notification, we will close the account immediately. Notification must be sent via letter or similar to our headquarters (email or text messages are not acceptable). We will act on instructions from the person legally entitled to manage your affairs, such as an heir, legatee, administrator, or executor. We may require evidence to verify the authority of the person claiming to manage your affairs and will not act on instructions until we are satisfied with this evidence. E-money will be redeemed only after proper identification of the authorized person and will be transferred to their bank account.**
> **(b) Legal Status: If you enter (or proceedings commence in relation to) liquidation, insolvency, bankruptcy, dissolution, winding-up, or an analogous procedure, you must immediately notify us of this change. We may, at our discretion, close the account and discontinue the Service. Failure to notify us promptly will be considered a material breach of this Agreement.**

13.12. Your myPOS Terminal shall be deactivated after the suspension of the myPOS Service following Termination, and you must adhere to the myPOS Return Policy. You are not allowed to dispose of the myPOS Terminal, including its battery or other components, without following Regulations applicable to the disposal of electrical waste. You need to return the myPOS Terminal, including any Card, to us or to a specified company via post. For more details, please check the myPOS Return Policy.

13.13. By closing your Account, following termination of the Agreement, we shall effectively disable your access to your Online Profile.

14. Limitation of Warranties

14.1. We make no express warranties or representations with respect to the provision of the myPOS Service, except those required by Regulation. In particular, we do not warrant that will always and at all times:

> **(a) your use of the myPOS Service will meet your requirements or expectations;**
> **(b) your use of the myPOS Service will be uninterrupted, timely, secure or free from error; and**
> **(c) any information that you obtain as a result of your use of the myPOS Service will be accurate or reliable.**

14.2. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the myPOS Service, except to the extent that they are expressly set out in the Agreement.

15. Limitation of our Liability

15.1. Nothing in this Agreement will exclude or limit our liability for losses that cannot be lawfully excluded or limited by this Agreement or Regulation.

15.2. Subject to section 15.1, neither we, nor our agents, subcontractors, or licensees, will be liable to you for:

> **(a) Any indirect or consequential losses, including but not limited to loss of profit (whether direct or indirect), loss of goodwill or business reputation, or loss of data;**
> **(b) Any loss or damage resulting from:**
>> **(i) your reliance on the completeness, accuracy, or existence of any advertising, or any relationship or transaction between you and any advertiser whose advertising appears on the myPOS Service;**
>> **(ii) the deletion, corruption, or failure to store any communications data maintained or transmitted through your use of the myPOS Service;**
>> **(iii) your failure to provide us with accurate account information;**
>> **(iv) any misuse (whether fraudulent or not) use of the myPOS Service by you or third parties;**
>> **(v) compensation for fees or interest incurred as a result of non-performance or incorrect performance of a payment transaction; and**
>> **(vi) any issues related to the printing or omission of your logo or trademark on receipts from the Service, including, but not limited to, image quality, colour accuracy, or intellectual property rights over the printed sign.**

15.3. Availability of the myPOS Service. We try to provide a fully operational service at all times but do not guarantee it. We will not be responsible to you for any unavailability of the myPOS Service or any malfunction of it where any failure on our part is due to:

> **(a) abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary; or**
> **(b) our obligation to comply with any Regulations; or**
> **(c) the actions or omissions of any third parties.**

15.4. We are not liable for lack of availability of the Service on mobile or smart devices, or inability to download or use the myPOS Services via a particular smart device, or lack of service or part of the service, due to a lack of Internet or mobile operator services (such as SMS, push notifications or similar notifications to mobile phones or other) or issues with your hardware.

16. Changes to the Agreement

16.1. You agree that we may make changes to this Agreement from time to time. We will provide you with at least two (2) months' notice of any changes, unless a shorter period is required due to a Regulatory Change or otherwise permitted by Regulation. Notice will be given via email to your registered email address, accompanied by a PDF copy of the updated Agreement, and by notifying you through your Online Profile or the myPOS Website before the proposed changes take effect.

16.2. You understand and agree that you will be deemed to have accepted the changes unless you notify us otherwise, as provided in section 18 (Communication and Notices), before the date on which the changes are set to take effect. In such a case, the Agreement will terminate without any termination charges, effective immediately before the changes come into effect.

16.3. Nothing in Section 16 will limit:

> **(a) our right to update and revise our policies or to add new features to the myPOS Service from time to time without prior notice where these updates or revisions are for your benefit and are not considered material changes to the Information Requirements under the European Union (Payment Services) Regulations 2018; and**
> **(b) The Parties' right to vary the terms of this Section "Changes to the Agreement", where the variation is not prohibited by law and both Parties agree to it.**

17. Intellectual Property Rights

17.1. "myPOS" and 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 Schemes are protected by copyright, trademark registration or Patent or other intellectual property right of ours or of a third-party licensor.

17.2. The Agreement does not transfer, and is not intended to transfer, to any Party any of the Intellectual Property Rights that any other Party owns at the Commencement Date or any Intellectual Property Rights that are created, acquired or developed during the term of the Agreement. You may not use, copy, imitate, modify, alter or amend, sell, distribute or provide them without our prior written explicit consent to do so given in a separate agreement.

17.3. You shall not acquire any Intellectual Property Rights in any merchant data from your Online Profile or any data generated from your use of the myPOS Service that we make available to you under this Agreement.

17.4. Each Party shall obtain the written consent of the other Parties prior to using or referring to any trademarks, logos, copyrighted materials, business names or other similar Intellectual Property Rights in any promotional materials or literature, agreements or on any website.

17.5. On termination of the Agreement, each Party shall remove any reference to the other Parties from any promotional materials or literature, agreements or on any websites.

18. Communications and Notices

18.1. All information will be made available or provided to you in an easily accessible manner, in the English language, in a clear and comprehensible form. Any other information which we may provide to you with in another language shall be only for your convenience and the English version shall prevail.

18.2. Primary Communication: All communications regarding this Agreement, including but not limited to notices, updates, and information, shall be sent to you by means of electronic communications, including: (a) sending email to your email address, provided during enrol process; or (b) posting notices or communications in your Online Profile; or (c) sending notifications in your myPOS Mobile App. It is your responsibility to ensure that your contact information is current and accurate.

18.3. Additional Channels: We may also use other communication methods, including but not limited to postal mail, SMS, or notifications via other messenger apps, as appropriate.

18.4. Delivery of Notices: Notices from us to you will be considered delivered when sent to your designated email address or posted to your Online Profile. Notices sent by email will be deemed received on the date they are sent, unless we receive a notification that the email could not be delivered. Notices posted to your Online Profile will be considered received on the date they are made available. You must ensure only you and persons with authority to act on your behalf have access to your email address or to your Online Profile, that they are kept secure and that you contact us immediately if you become aware or suspect any relevant unauthorised use or security compromise.

18.5. Your Notices to Us: Any notices or communications you send to us must be sent to our email address: help@mypos.com or to any other address we may designate for such purposes in your Online Profile or on the myPOS Website. Notices from you will be considered delivered when received by us in a manner that provides confirmation of receipt.

18.6. Exception to the above would be for cases of any legal notices, claims or subpoena which you are required to send us by registered post to our registered office described in this Agreement or on the myPOS Website.

18.7. You must promptly inform us of any changes to your contact details, including your email address, by updating your information in your Online Profile or by notifying us in writing. We are not responsible for any delays or issues arising from your failure to update your contact details.

18.8. We will retain records of all communications and notices related to this Agreement for a period consistent with applicable laws and regulations. You agree to keep copies of any communications and notices you send or receive related to this Agreement.

18.9. Any disputes arising from communications or notices under this Agreement should be directed to our customer service team. We will work with you to resolve such disputes in accordance with the dispute resolution procedures outlined in this Agreement.

19. Miscellaneous

19.1. You agree that if we do not exercise or enforce any legal right or remedy provided in this Agreement (or under any applicable law), it will not constitute a waiver of our rights. These rights or remedies will remain available to us.

19.2. If any court of law with jurisdiction over this Agreement rules that any provision is invalid, that provision will be removed without affecting the remainder of the Agreement. The remaining provisions will continue to be valid and enforceable.

19.3. You may not assign, transfer, or delegate any of your rights or obligations under this Agreement, in whole or in part, to any third party without our prior written consent.

19.4. We may transfer or assign part or all of our rights and obligations under this Agreement to a third party licensed to provide e-money and payment services, by giving you at least two months' prior notice, or shorter notice if required due to regulatory reasons. You will have the right to object to such a transfer or assignment, in which case this Agreement will be terminated without any charges, provided your Account is in good standing.

19.5. Any claim or dispute arising under this Agreement or related to the provision of our services should first be referred to us in writing via email at complaints@mypos.com. You must submit your complaint in writing, clearly stating the reasons for the complaint. We will review the complaint within 15 days of receipt, provided it is presented in a clear and understandable manner and has been submitted correctly. If we are unable to respond to the complaint due to circumstances beyond our control, we will notify you of the reasons for the delay and provide a reasonable timeframe within which the issue will be resolved. In any case, the issue will be addressed within 35 days of receiving your complaint. If you remain dissatisfied with the outcome, you may escalate your complaint to the alternative dispute resolution bodies described below:

The Financial Ombudsman covering complaints under compulsory jurisdiction in Ireland as per Financial Services and Pensions Ombudsman Act 2017 [Financial Services and Pensions Ombudsman Council] Financial Services Industry Levy Regulations 2024, which you may find at the following web page: https://www.fspo.ie/

19.6. You agree that all data generated from our IT systems, including but not limited to the Online Profile, the myPOS Website, our card system, our e-money register or any other software system or platform used by us as a regulated electronic money institution or by third-party subcontractors licensed to use our software or platforms, shall constitute true and valid records and evidence of the accurate execution of transactions and operations.

19.7. Without prejudice to the above you agree and acknowledge that the reporting and payment of any applicable taxes arising from use of the Service and which by law is your sole responsibility. You hereby agree to comply with all applicable tax laws.

19.8. You acknowledge and agree that the sales of goods and services are transactions between you and the merchant offering these goods or services and we shall not be held liable for the performance of the merchant's obligation to deliver the goods or services.

19.9. This Agreement and the relationship between us shall be governed by the laws of Ireland, subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts located in Dublin, Republic of Ireland, for any disputes arising out of or related to this Agreement or the provision of our Services. However, you agree that we may, at our discretion, submit a claim or seek legal remedies in another jurisdiction if deemed appropriate. In simple terms, non-exclusive jurisdiction of the Irish courts located in Dublin, Republic of Ireland, means that if you wish to bring a claim against us under this Agreement, an acceptable court would be one located in Dublin, Ireland. However, if you are protected by statutory consumer rights, you may also choose to bring a claim in the court of your country of residence.