

## GENERAL TERMS AND CONDITIONS

### ON AN AGREEMENT FOR ACCEPTANCE OF PAYMENTS WITH BANK CARDS THROUGH POS OF DSK BANK

#### I. INFORMATION ABOUT "DSK BANK" AD

Art.1. "DSK Bank" AD (hereinafter referred to as "the Bank") is a business entity with UIC 121830616 and Registered office and address of management: Sofia, 19 Moskovska Str.

DSK Bank AD carries out banking activities on the basis of license No B 03, issued by the Bulgarian National Bank, which supervises its activities.

#### II. GENERAL PROVISIONS

Art.2. These General Terms and Conditions shall settle the relationship between DSK Bank AD and the Merchant with respect to the acceptance by the Merchant of payments of goods and/or services with bank cards and the provision of additional services through POS.

Art.3. (1) Physical terminal device POS, installed at the premises of the Merchant, shall be used for the transactions specified in these General Terms and Conditions with bank cards, issued in Bulgaria or abroad and bearing the sign of Maestro, MasterCard, VISA, VISA Electron, VPAY, trans.card, Diners Club, Discover and Bcard.

(2) On the grounds of the signed Agreement, the Merchant may accept payment for goods and/or services with bank card through:

- Contact reading of a magnetic tape/chip from the plastic bank card carrier
- or
- Contactless reading performed with a POS model and a bank card - both having contactless reading functionality.

(3) For a physical POS terminal device, the Merchant may request the use of the following additional services, specifying them explicitly in the Agreement:

1. Purchase and cash (Cashback);
2. Authorization with and without physical presence of the bank card;
3. Refund in case of return of goods/services.

Art.4. (1) Through virtual POS the Merchant may accept through its website payments for goods and/or services, including paid access to information provided through the Merchant's website with bank cards bearing the trademarks of Maestro, MasterCard International, Visa International, VISA Electron, bCard, issued in Bulgaria or abroad, using the 3DS SECURE protocol for security of the Internet payments.

(2) For virtual POS the Merchant can request in the Agreement the use of an additional services:

1. authorization
2. refund of amount in case of reclamation of goods/services,
3. payment by link (Pay By Link)
4. storage data for next payments (One Click payment)
5. Merchant Initiated transactions

Art.5. (1). Through Software POS, installed on a merchant's device, the operations listed in the present General terms and Conditions could be made with bank cards issued in Bulgaria or abroad, bearing the trademarks of Maestro, MasterCard, VISA, VISA Electron, VPAY.

(2). For the Software POS the Merchant may request the additional service for refund of transaction, as well as the others, stated in the POS Contract.

#### III. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

##### 1. RIGHTS AND OBLIGATIONS OF THE MERCHANT

Art.6. (1) The Merchant shall undertake to accept payments for goods and/or services on physical and/or virtual POS (POS) of the Bank with the bank cards, specified in the Agreement, according to

the mandatory requisites of the bank cards described in the "Instructions for working with POS Terminal", "Distinctive features of Diners Club International cards" and "Distinctive features of Discover cards".

(2) The Merchant shall undertake to accept valid bank cards at all times and without discrimination, in compliance with the information specified in the Procedures for the acceptance of payments with bank cards described in item V (the Procedures) and in the requirements of 3DS protocol for virtual POS.

(3) Except in the cases specified in the Agreement and these General Terms and Conditions, the Merchant shall not be entitled to impose additional fees for the POS payment or to request the payment of the commission due by him to the Bank for the payment processing due to the fact that the goods and/or services are paid for with a bank card.

(4) The Merchant shall undertake to accept payments with bank cards via POS only for services or goods related to the type of business activity declared by him in the Agreement, for which the POS terminal device is installed at the site or on the website. Change in the business activity for which the agreement was initially concluded shall be done by signing an annex to the agreement.

Art.7. (1) The Merchant shall undertake to provide and present to the Bank the necessary permits and approvals from public authorities and to obtain the necessary rights (licenses) from third parties for the lawful conduct of his business, in connection with which he accepts payments with bank cards through POS. The Merchant shall undertake to renew his permits and licenses for the business activity for which payments are accepted through POS by periodically certifying to the Bank the availability of up-to-date documents for the lawful conduct of his business. ,

(2) The Merchant shall be obliged to provide the Bank upon request within 3 (three) business days with all up-to-date and valid documents proving the legality of the transactions on which he accepts payments with bank cards through POS.

(3) The Merchant shall not be entitled to offer and sell without the appropriate authorization (license) or approval:

1. goods/services for which the Merchant should have a valid license or other document entitling him to sell them;
2. goods/services bearing a mark identical or similar to a trademark representing an object of intellectual property and enjoying special protection;
3. goods/services the packaging or advertising of which presents them in a manner that does not correspond to their actual qualities or links them to a known trademark, which may lead to confusion of the consumers or to unfair advantage for the Merchant.

(4) Under the Agreement the Merchant shall not accept any payments connected in any way with the purchase or trade in child pornography and/or pictures, videos images, computer generated images, animations, media simulations and actions including brutality, sexual harassment, unauthorized contortion of a person or part of a human body.

(5). The Merchant shall be obliged to inform the Bank in writing about the exact subject of activity and about all changes of its status, activity, address and other data provided to the Bank, within 7 days from their occurrence. The Merchant shall be obliged to indemnify the Bank in case he has misled it about his activity and thus damages have occurred for the Bank.

Art.8. (1) The Merchant shall undertake within 5 days from the signing of the Agreement to provide the necessary conditions for the installation of physical POS. .

(2) The Merchant shall undertake to manage and use the physical POS with due diligence and to return, after termination of the service, the POS terminal and the power supply provided by DSK Bank with a handover protocol, which shall be an integral part of the Agreement. The Merchant shall undertake not to rent a physical POS terminal, not to modify it, not to make improvements without the consent of the Bank. The Merchant shall undertake to immediately notify the Bank of any damage or problem related to a POS device on the 24-hour telephone, indicated on the Bank's website.

(3). The Merchant shall undertake to pay the running costs and consumables for the use of the POS terminal.

Art.9. (1) In case the device does not work, the Merchant shall be entitled to return it to the Bank.

(2) The Merchant shall be entitled to free maintenance of the POS device, except in cases where he has caused the damage culpably.

The Merchant shall undertake to pay the repair costs of damage to the device which have occurred due to his fault, which shall be established by a protocol issued by the competent persons performing delivery or service of POS devices. The same persons shall determine and enter in the protocol the type and amount of the damages.

Art.10. (1) The Merchant shall designate his employees, who shall service and be responsible for the POS device, and shall be obliged to ensure their presence during the trainings per art.19 and art. 49.

(2) The Merchant shall undertake to train the employees, other than those under para 1, who will service the POS device in accordance with the requirements of the Bank.

(3) The Merchant shall undertake to follow the instructions laid down in the "Instructions for working with POS terminal", as well as to bring them to the knowledge of all his employees who shall work with a POS device and accept bank cards, with the rules of the "Instructions for working with a POS terminal", the Procedures under Section V and to ensure the observance of these General Terms and Conditions by the employees.

Art.11. (1) The Merchant shall undertake to provide full assistance to the Bank, Upon request of the Bank and within the, specified period, The Merchant shall:

- provide a completed self-assessment questionnaire on PCI DSS compliance.
- allow an audit of the company, including on site concerning the protection of the cardholders' data.

Art.12. (1) The Merchant shall undertake to display in an appropriate place the promotional materials containing logos and trademarks of the International Card Organizations (ICO), the National Card and Payment (NCPS) and the Bank, provided to him free of charge by the Bank, in order to inform the public about the acceptance of payments with bank cards, and shall not be entitled to display the logos and trademarks in a form other than those provided by the Bank and to use them for other purposes.

(2) The Merchant shall be entitled to advertise the acceptance of bank cards in his publications and statements in the mass media.

Art.13. The Merchant shall notify the Bank of all cases of detected improper use of bank cards on a POS device and, if possible, to withhold them.

Art.14. (1) The Merchant shall undertake to provide funds in his current account in order to enable the Bank to withhold the monthly fees due by him, as well as all amounts due related to the use of POS, fines and other sanctions imposed on the Bank in connection with the Merchant's violations with respect to the terms of the Agreement and these General Terms and Conditions.

(2) The commissions for transactions provided for in the Agreement shall be deducted by the Bank from the amount of the transaction before its transfer to the Merchant's account. The withheld commission for a completed transaction, which is subsequently reversed, shall be refunded to the merchant's account. The withheld commission and the completed transaction shall not be reimbursed in case the customer returns the goods/service to the Merchant.

(3). In case if in a dedicated month the minimum of the monthly commission, stated in the agreement, is not reached, the Merchant is obliged to guarantee the relevant difference in the amount on his current account, from which the Bank shall deduct it.

(4) The Merchant is obliged to have a minimum monthly turnover of POS, which is explicitly stated in the Bank's Tariff. In case of non-compliance with this obligation, the Merchant owes a fee according to the Tariff.

The monthly turnover from POS is calculated as: the total monthly turnover realized by all POS devices by type (physical or virtual) of the respective merchant is divided by the number of devices by type, including the newly ordered for the respective month.

Art.15. The Merchant shall treat as confidential, shall not use for purposes other than the ones specified in the Agreement and shall not reveal to third parties any information about the names and accounts of the Cardholders, the numbers and other information about the cards, the payments made by them, as well as any other information that has become known to him in connection with the Agreement. The Merchant shall not allow any unlawful use or copying of information from the Bank cards and shall make sure that all persons accepting card payments at his outlets comply with this obligation.

Art.16. The Merchant gives his unconditional and irrevocable consent and authorizes the Bank to:

- collect ex officio from his accounts at the Bank the amounts due to the Bank, including the negotiated fees and commissions, expenses, POS and its power supply repairs, damages, penalties and/or other due amounts in connection with the Agreement; block amounts in these accounts if doubt arises or upon receipt of information about unauthorized transactions from the issuing bank or in the event of contest on behalf of Cardholders of transactions made at his outlets until the disputes have been settled. If the dispute procedure ends with a negative decision for the Merchant, The Merchant gives his unconditional and irrevocable consent and authorizes the Bank to debit his accounts with amounts under challenged transactions, as well as with amounts under challenged transactions made through a POS and received disputes for them after the termination of the Agreement.

## 2. RIGHTS AND OBLIGATIONS OF THE BANK

Art.17. The Bank shall undertake to transfer to the Merchant to the account specified in the Agreement the amounts of all payments made through POS within 2 (two) working days from the date of the transaction, by deducting the due commission. In case of cashback, the Bank shall undertake to transfer to the Merchant the amounts of the cash provided by him to cardholders within one working day from the date of the transaction and shall not deduct commissions for that. The Bank shall designate an employee to establish contact with the respective commercial site and/or employee of the Merchant.

Art.18. (1) The Bank shall undertake to ensure the delivery, installation, testing, servicing and repair of physical POS. The provision of a POS device to the Merchant shall be certified by both parties by signing of a handover protocol.

(2) The Bank shall undertake to provide the Merchant with a technical specification for a virtual POS and to perform all the required tests of the information connection with the MPI module when the Merchant is ready. The provision of the virtual POS shall be certified by a certification protocol.

(3). For the service for payment through link (Pay by Link) The Bank is obliged to provide the Merchant with username and password for access to an administrative panel, by which the Merchant shall use the service.

Art.19. (1). The Bank shall undertake to train free of charge employees of the Merchant for work with POS device and acceptance of bank cards.

(2). The Bank shall undertake to provide the Merchant free of charge with all necessary materials indicating the manner and rules for work on accepting payments for goods and/or services,

"Instructions for work with POS terminal", "Distinctive features of Diners Club International cards", "Distinctive features of the Discover cards", advertising materials, instructions of the Bank, as well as to provide additional information relevant to this activity.

Art.20. The Bank shall be entitled to replace the POS devices with new modifications when this is for the purpose of development or protection of the system.

Art.21 (1). (1) The Bank undertakes not to create obstacles of any kind for the use of the POS, except in cases when this is in contradiction with the Procedures, the requirements of the ICO and the NCS in case of suspicion of illegal transactions and violations by the Merchant, or in case of violations by the Merchant of the Agreement and the General Terms and Conditions. In these cases, the Bank shall be entitled to temporarily block the POS in its systems or to restrict a certain type of operations and/or payments with a specific card/s, for which it shall notify the Merchant in writing.

(2) The unblocking of a POS in the Bank's systems and the removal of the restriction for performing a certain type of operations and/or payments with a specific card/s shall be performed after the preconditions that led to the blocking/restriction are dropped.

Art.22 (1). The Bank shall be entitled to require from the Merchant replacement of the employees designated to work with POS device, due to systemic errors, leading to impossibility to make payment with cards or violations.

(2). The Bank shall have the right to issue a written warning to the Merchant if there is a valid reason as the one stated in art. 66, para 1, point "b".

Art.23. If the business activity requires a Merchant registration in the International Card Organizations, the Merchant will be notified by the Bank about the amount of the annual registration fee. The Merchant gives his consent the fee for registration to be collected by the Bank from his current account, stated in the agreement. t.

Art.24. For the duration of the Agreement, the Bank shall provide a telephone line for servicing and providing assistance to the Merchant with numbers, stated on the Bank's website.

#### IV. SPECIFIC RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN USING ADDITIONAL SERVICES.

##### 1. AUTHORIZATION WITH AND WITHOUT PHYSICAL USE OF THE BANK CARD

Art.25. (1) If stipulated in the Agreement, the Bank shall provide technical option for the Merchant to use the functions "authorization with physical presence of the bank card" and "authorization without physical presence of a bank card".

(2) The Merchant shall undertake to use the functionalities in two stages:

- a. First stage of authorization: new authorization (pre-authorization) - the amount for the product/service is blocked on the cardholder's account.
- b. Second stage: completion of authorization:
  - By canceling the transaction (releasing the amount blocked with the new authorization (pre-authorization) amount)

Or

  - by completing the transaction for an amount necessarily equal to or less than amount blocked at the first stage.

For sums higher than the initial transaction (pre-authorization) The Bank deducts the difference from the Merchant's current account, stated in the agreement.

(3) New authorization (pre-authorization) through physical POS shall be performed in one of the following two ways:

- a. By reading the bank card through the POS terminal installed at the Merchant's site

Or

- b. Without physical use of the bank card, by entering card data at a POS terminal installed at the Merchant's site. The operation shall be performed only by a specially authorized employee of the Merchant, using the following data collected from the customer:

1. Card number,
2. Period of validity,
3. CVC/CVV

In the processing of the data under b. "b" the Merchant shall undertake to strictly comply with the terms and conditions of security during their storage, provided under art. 55, art. 56 and art. 57 below.

(4) In order to perform authorization through a virtual POS, the Merchant shall undertake to organize its website in a way that allows the payment of the offered goods/services to be made using this function. The authorization shall be performed in a way that after confirmation of the order (of goods or services) through the Website of the Merchant, the customer shall be automatically redirected to a website with the logo of the Bank and the customer himself enters the data on his bank card on the page with the Bank's logo

(5) After a new authorization (pre-authorization) has been made through a physical or virtual POS, it can be canceled or completed only with an amount equal to or less than the amount of the new authorization. The completion of authorization through a virtual POS can be done from the administrative panel of the Merchant by the Merchant himself without using data about the customer's card.

(6) The Merchant shall undertake to carry out the above transactions in accordance with the requirements of the Bank, including the ones provided in "Instructions for working with a POS terminal".

(7) The Merchant shall undertake to make card payments without the physical presence of the cards only upon the presence of the prior, explicit and unconditional consent of the cardholder, received in a completed and signed by the cardholder authorization form, which shall be stored and provided to the Bank upon request. Otherwise, the payment made by the Merchant without the physical presence of a card shall be deemed illegal.

##### 2. CASH BACK

**Art.26.** Through a cashback transaction, the Merchant shall accept payment with a bank card of a good or service and at the same time shall provide the customer with cash up to an amount determined by the Bank. The Merchant shall not owe any fees and commissions for the cashback service.

##### 3. PAYMENT THROUGH LINK (Pay by link).

**Art.27.** In connection with the service for payment through link (Pay By Link) the Bank provides the Merchant with the possibility to accept payments from distance via virtual POS device, but without necessity to have electronic store or integration with the payment platform of the Bank.

The Merchant uses the services via access to an administrative panel provided from the Bank, like through the panel the Merchant generates a link for payment which the Merchant sends to its customer in a manner agreed between them (e-mail or other channels, and etc.). The Merchant is fully responsible for the operations ordered through out the panel, in case if he provided third persons with the username and password for accessing the panel. The Merchant does not have the right to send to its customers other links, than the ones generated through the panel, as well as to modify the messages, which are automatically generated by the Bank's system.

The Merchant is bound to keep history for the orders made by using the service Pay by Link. The Merchant publishes on his website information for the service Pay by Link, where the text of

this information is included in the Instruction for the Merchant, provided by the Bank.

#### 4. STORAGE OF DATA FOR NEXT PAYMENTS (One Click Payment).

**Art.28.** The storage of data for next payment (One Click Payment) provides the Merchant's customers with the possibility to store their cards for next payments. The Merchant does not have access and does not keep with him sensitive data, connected with the payment card of the end customer. Before giving the option for ordering the Merchant must require that the customer creates a profile in the site of the Merchant, which profile could be activated only by e-mail.

#### 5. MERCHANT INITIATED TRANSACTIONS

**Art.29. (1).** Merchant initiated transaction shall be a single transaction or recurring transactions, executed on the grounds of an agreement between the Merchant and a cardholder, which allows the Merchant to initiate consecutive transactions without the involvement of the cardholder (for example, but not only: subscription fees, payments for hotel services and others). The payment might be for a period or on a fixed date, for fixed or variable amount, which are described in the contract for the service, concluded between the Merchant and the cardholder.

**(2).** For the execution of merchant initiated transactions the following is mandatory to be complied:

a) the first transaction must comply with the requirements of art. VI for physical POS or with 3DS protocol requirements for virtual POS.

b) The Merchant must flag the first transaction as initiating in accordance with the technical documentation, provided by the Bank.

c) The Merchant is obliged to obtain the cardholder's explicit consent for the execution of all of the consecutive transactions, and the contract between the Merchant and its customer must contain:

- name and exact address of the Merchant;
- subject of the agreement and purpose of the operations;
- type of operations (recurring, advance payment and etc.);
- date and periodicity of the transactions, as well as the event that will trigger a separate one on behalf of the Merchant;
- currency and amount of the transaction, or description of the way in which the amount of each transaction will be defined;
- the total amount due under the agreement and in which currency, if applicable (and the way in which the total amount will be defined, if it is not clear);
- currency and amount for which the cardholder's consent is obtained;
- the procedure for cancellation of the client's consent;
- additional conditions depending on the type of the payment, including its expiration date, if such is set.

The Merchant is obliged to send to the cardholder a copy of the agreement by e-mail, as well as to inform him for any amendments in the contract regarding the transactions (such as due amount/change in the payment periodicity and others.)

d) the Merchant is bound to inform the cardholder, in the manner agreed, for a forthcoming payment 28 days prior (at least) before the payment.

**(3).** The Merchant is obliged to inform its client by e-mail or in the other manner agreed for a forthcoming payment, if:

- promotional or trial period is about to expire, by providing info for the date and the amount of the payment after the expiration of this period, as well as link or other mean by which the client might cancel its consent (online, via sms or other).
- if more than 6 months expired after the date of the last payment made
- the agreement for the good/service, based on which the transactions are being made, is amended regarding the amount or the date/period of the payment.

**(4.)** The Merchant shall keep copy of the correspondence with the customer as per alinea 2 and 3 for a period of 120 days from the date of each message, and shall provide it to the Bank at the Bank's request.

**Art.30. (1).** The Merchant has the right to initiate transactions only if:

(a). the explicit consent of the customer has been obtained on paper or on another durable medium.

(b). stores the cardholder's consent for the entire period while the good/service is being provided and transactions are being initiated, as well as 18 months after the last transaction was made. The Merchant is obliged to provide the Bank with that consent if the Bank requests so.

(c). has put in place easy and accessible procedure for the cancellation of the client's consent, if this last is obtained electronically.

**(2).** The Merchant shall not have the right:

(a). to initiate transactions for part of the price of the good/service or to initiate payment for part of the good/services, included in one order

(b) to add additional expenses to the amount of a separate transaction

(c) to initiate transaction if: the cardholder cancelled its consent for a separate transaction or for the entire serie; the Bank denied the service or during a transaction a response is received that the card is not valid or payment with that card is not possible.

**(3).** For the duration of the contract with its client the Merchant is obliged to provide dedicated staff, technical equipment, phone services and electronic addresses in order to serve in appropriate manner all of the cardholders' requests concerning the consent for a separate transaction or other requests related to the payments.

**(4.)** The Merchant is bound to immediately notify the Bank for each cancellation of client's consent.

**Art.31.** The Merchant is obliged to strictly follow the technical documentation, provided by the Bank.

#### V. VIRTUAL POS

**Art.32. (1)** Through a virtual POS the Merchant shall accept payments through its website for goods and/or services provided through it, including paid access to information, as well as shall be entitled to use the services as per art.4, para 2 up to the amount of the transactions, specified in the Agreement.

**(2).** The Bank shall be entitled, at its discretion, to unilaterally change the amount of a single transaction, up to which transactions can be accepted at the virtual POS, for which it shall notify the merchant.

**(3)** The Merchant shall undertake to accept payments under para. 1 in accordance with the Electronic Commerce Act.

**(4)** For Save a card service (One click payment), as well as for Merchants- travel agencies and tour operators, before providing the opportunity to order, the merchant shall require the creation of a user profile on the site, which can be activated only by e-mail.

**(5)** The Bank shall provide the merchant with access to a portal created by it, which is certified with a dedicated certification protocol. The merchant shall have access to the portal after entering the username and password provided to his legal representative or to the persons explicitly mentioned in the contract (in the part for contact and exchange of information in the process of implementation of the virtual POS).

**Art.33 (1)** The Merchant shall undertake at the start of the actual acceptance of payments to notify its customers through its website that it accepts payments with bank cards under Art. 4 using the 3DS SECURE security protocol for Internet payments.

**(2)** The Merchant shall not be entitled to accept payments through the virtual POS without the existence of a protocol for successful certification.

**Art.34. (1)** The Merchant shall undertake to organize its website in a way that the Merchant's Customers choose the goods and services they are interested in buying, by forming a basket and after

completing the basket to proceed to pay the total amount. The Merchant shall undertake to identify himself on his website with the name of the company and the address of its registered office.

(2) The payment of the goods and services shall be initiated via the virtual POS on the site specified by the Merchant in the agreement.

(3) The Merchant shall undertake to store a history of accessing the account by IP address, log about the frequency of use and history of the orders made and executed.

(4) The goods and services offered on the site declared in the agreement must correspond to the business activity, specified in the agreement.

(5) The change or addition of another commercial business on the site for which the agreement was originally concluded, as well as the change of the name of the Merchant's website, shall be done after signing an annex to the agreement.

(6) Upon readiness to proceed with payment the interface of the Merchant shall establish an encrypted connection with the Merchant Plug In (MPI) module of the Bank for selection of a payment method under Art. 32.

(7) The Merchant shall undertake to provide communication between the site and the customer by using an encrypted HTTPS channel.

(8) The Merchant shall undertake to provide for a mechanism for the traceability of all actions of consumers in the course of making the purchase of goods and services.

(9) The Merchant shall undertake to apply on regular basis the latest recommended software security updates to the servers providing access to the Merchant's website.

(10) In case of foreign currency trading, when the trading account is funded by a bank card account upon the customer's order for transfer from the trading account, the Merchant shall be obliged to transfer the amount to the bank card account from which the account was credited for trading.

(11) The merchant shall not be allowed to require on his page and to store bank card details (card No, expiration date, CVV/CVC). This data shall be entered by the Client at the MPI module of the Bank.

The Merchant shall undertake to make the necessary adjustments on his website for the implementation of the information connection with the MPI module, located on a server of the Bank, in compliance with the technical specification provided by the Bank, within 30 calendar days from the signing of the agreement.

Art.35. (1) The Merchant shall undertake to place in an appropriate place the trademarks of the payment systems of the MCO 3DS SECURE , as well as other logos and trademarks of MCO and the Bank, provided by the Bank free of charge, in order to inform the public about the acceptance of these payments via the Internet, including in the following places:

1. on the home page;
2. in all places where Customers are required to choose a payment method;
3. in all places where the Merchant indicates what bank cards are accepted.

(2) The Merchant shall be entitled to affix and use the trademarks and logos under para 1 only for the purpose and under the terms of the Agreement and the General Terms and Conditions and as provided by the Bank.

(3) The Merchant shall be entitled to advertise the acceptance of payments via the Internet in his publications, statements in the mass media and the Internet.

Art.36. (1) The Merchant shall undertake to announce on his website in a clear and unambiguous manner:

1. His company, as it appears in its promotional materials;
2. The address for permanent registration of the Merchant. This address must be visible on the page where the total amount for payment of the selected goods / services is displayed, as well as be accessible from all web pages accompanying the process of selection of goods /

services by the cardholder before the payment by the cardholder;

3. License or certificate for registration, if the business of the trader is subject to licensing or registration regime;
4. The goods and / or services, paid access to the information it offers, as well as the currency in which the sale price of the goods / services is announced;
5. The policy regarding the Clients in its part for the restrictions in the servicing of certain categories of Clients due to age or legal restrictions;
6. Its Policy for protection of the confidentiality of the personal data of the Clients;
7. The security measures by which payments are processed and the right to provide data on bank cards for the purpose of payment processing;
8. The Merchant's practice of supplying the goods , including the cases of delayed supplies or multiple supplies on one order, and services and fees to be paid for this; additional fees for the supply or taking over of an insurance. The description shall require that the address for receiving the good/service shall not be "On Demand" or "Postbox". In the case of multiple supplies on one order the Merchant must inform the Customer and to guarantee that the total price of the supplies does not exceed the purchase price agreed with the customer. The Merchant is obliged to obtain the customer's consent for each increase of the price, related to partial or separate supply from the order. Each supply and each increase in the price initially agreed with the customer must be processed as separate transaction.
9. All prices shall be in Bulgarian leva or the currency specified in the agreement. Only bank cards issued abroad and by DSK Bank shall be accepted for payments in another currency;
10. Easy and accessible claim policy and the option to exercise the right of withdrawal from the agreement for the purchase and sale of the goods concerned; return/replacement of goods and reimbursement of the price; at whose expense shall be the transport costs for returning/replacing the goods in case of a claim or withdrawal from the agreement for the purchase and sale of goods within the statutory period;
11. Its policy for delay of deliveries; the dispute resolution procedure;
12. Address, telephone and e-mail address for contact on behalf of the Clients, which to be used for resolving of disputes, including. If the Merchant sells the goods / services outside Bulgaria, then the site must have a telephone number available nationally and internationally. The telephone number must remain on the page for at least 90 days after the termination of the Agreement;
13. Prohibitions relating to the export of goods;
14. Restrictions imposed by local law;
15. The general terms and conditions related to the sale of the goods/services on the site. They must be visible on the page where the total amount of the purchase is announced immediately before payment by the cardholder and be accessed from all web pages accompanying the cardholder's selection of goods/services before payment by the cardholder;
16. The cardholder must be given the option (by button, check box or other means) to declare on the site before proceeding to the payment of the goods / services that he accepts the "General Terms and Conditions", "Terms for return/replacement of goods and withdrawal from the purchase agreement", as well as that he must be informed by the Merchant that his personal data will be

processed by DSK Bank AD in the manner previewed in the Information regarding the processing of personal data of private individuals by DSK Bank, published at [www.dskbank.bg](http://www.dskbank.bg);

17. In case of guaranteed reservations the merchant must send to the cardholder in writing by e-mail or by post the "General Terms and Conditions" and "The Terms of Cancellation of the Reservation", as well as to inform the cardholder that his personal data will be processed by DSK Bank AD in the manner previewed in the Information regarding the processing of personal data of private individuals by DSK Bank, published at [www.dskbank.bg](http://www.dskbank.bg);
18. For Marketplace Merchants: the country in which each member merchant operates, as well as contact details (e-mail/phone number), if the Merchant is responsible for answering customer's queries regarding the purchase of the goods.

(2) The above circumstances must be declared in such a way that they are visible to customers before or during the transaction.

After the virtual POS is activated, the Bank makes a review for the availability of the information under para 1, points 1-8, 11, 12 13,14,18, as well as of the information for the Pay by link services under art.27 (last sentence) on the merchant website. In case if part or all of the information under the previous sentence is not available, the Bank shall have the right, also, to terminate the agreement following art.66.

(3) The Merchant shall undertake to announce the prices in a clear, understandable and unambiguous manner and whether these are the final prices of the good/service. The Merchant shall be obliged to indicate whether the price includes taxes, fees, courier services and expenses, which form the final price, as well as whether additional payment is due by the Client upon the actual delivery of the goods/service. For hotels, the Merchant shall be obliged to announce in a prominent place on its website the policy for cancellation of the reservation, so that the client can get acquainted with it in advance.

(4) The Merchant shall undertake to indicate on the page in an unambiguous manner that he is responsible for the performance of the agreement with the Client, for the type, quantity, quality of the goods and/or services subject to the transaction and related service, as well as for the resolution of disputes.

(5) The Merchant shall undertake to provide access to an authorized employee of the Bank to information from logs and the database, in order to investigate the circumstances related to an information security incident.

Art.37. (1) The Merchant shall undertake to register with a unique reference each successful payment for a set of goods and/or services, including for paid access to information.

In case of dispute by the Client the Merchant agrees to provide the Bank with:

- Data for the customer: name, domicile address, delivery address, IP address, from which the order is made (it is advisable the receiver's data – name and address to be the same as the data from the order made).
- Description of the order made: what good or service is ordered and description of the order's conditions, as well as a proof that the good/service received corresponds to the order made.
- For merchants- hotel, rent-a-car and trip operators- copy of the reservation made, conditions for refusal of the reservation, as well as a proof that the client is informed and has agreed with the conditions at the time of making the payment.
- In the order, received by the customer, the number of the bill of lading is a mandatory requirement, and the signature of the recipient being an obligatory requisite on the bill of lading, also.

- Correspondence via e-mail between the Merchant and the customer, containing, for instance: refusal of the customer to return the good, as well as all of the information, available with the Merchant for proving acceptance of the transaction on his side (a statement of the Merchant being also advisable).

- Access to the information, connected with the unique reference of each successful payment.

(2) The Merchant shall undertake to provide the documentation under para. 1 within the deadlines provided for in Article 61, para. 3.

Art.38. (1) A refund of an amount for which there is a successful transaction shall be made by submitting a payment order from the Merchant through his legal representative or a person authorized by virtue of a notarized power of attorney by him, granting the right to dispose of the Merchant's account. For transactions carried out through a virtual POS, the amount can be returned at the order of the Merchant and through the portal under Art. 32, para. 5. For transactions carried out with Maestro cards issued by another Bulgarian bank, the return of money shall be done only by submitting a payment order by the Merchant.

(2) The order shall indicate the details of the transaction for which the amount is refunded.

(3) The amount to be returned shall be indicated and may be equal to or less than the amount of the transaction.

(4) The amount shall be returned to the Client's card account.

Art.39. (1) The Bank shall provide the Merchant with a specification of the interface connection, which the Merchant shall provide between its web page and the Bank's server, as well as to ensure registration of the Virtual POS which will be used by the Merchant in its card payment system, including ICO.

(2) The Bank shall undertake to promptly update the specification of the interface connection in accordance with a change in the technology for service by the ICO and to notify the Merchant in writing.

Art.40. The Bank shall be obliged to carry out tests on the information connection built by the Merchant with its website. The Bank verifies and validates the results of the successful tests.

Art.41. The Bank shall be obliged to provide the Merchant with a protocol for successfully completed certification. The protocol shall indicate the date after which the Merchant may start accepting payments in a real environment in accordance with Art. 4. The Bank sends the protocol to the Merchant in electronic manner, to the attention of the persons and addresses stated in the Agreement.

Art.42. The Bank shall be entitled to publish the Merchant's name/URL in a list of its clients.

## VI. SOFTWARE POS dskPOS

Art. 43. With the software POS agreement, the Bank grants the Merchant the right to use (license) software POS in Bulgaria and abroad.

Art. 44. (1). The merchant undertakes:

- To use the POS software on a physical electronic mobile smart device with Android operating system, software version 8.1. or newer, and supporting NFC technology;
- To comply with what is indicated in the available instructions and guidelines for working with the POS terminal;
- To keep copies of all documents for completed transactions within a period of 13 months from the date of an individual transaction, as well as to provide them to the Bank within 3 (three) days upon request by the Bank.

(2). The Bank undertakes to provide the Merchant with the right to use the POS software and to provide its operational servicing. The Bank can carry out updates of the application in case of need, which also might impose changes in the operating system of the mobile device on which the POS software is used, and are at the Merchant's expense.

Art.45. (1).The right of use (license) granted by the Bank is non-transferable, non-exclusive, non-sublicensable, revocable, temporary and limited / to the rights under Art. 70 Copyright and Related Rights Act/. The license entitles the Merchant to use the

POS software only for his business, as well as to integrate and embed it in other software or systems owned by him, for which the Bank and the Merchant should conclude an additional agreement to the POS Agreement.

(2). The Merchant has no right to reproduce, copy, duplicate, modify, adapt, decompile, disassemble, provide, assign or distribute for a fee or free of charge the right of use granted to him. The Merchant is not entitled to perform or allow to be performed any actions related to disassembly and decompilation in order to obtain the source codes of the Licensed Software. Any such action is considered a violation of the license and grounds for termination of the POS contract. What is listed in this article applies to the extent that it does not affect the rights of the Merchant as a user of the Software, according to the Copyright and Related Rights Acts /CRRA/

(3). The Merchant acknowledges that all intellectual property rights on the Software POS and all versions (releases) thereof belong and will belong to the product manufacturer (and/or its associated company) and the Merchant shall not have any rights in or to the Software POS (its versions and releases), except for the right to use it in accordance with the terms of the POS Agreement. The Merchant undertakes to use the intellectual property rights of the manufacturer and the provided product (its versions) only for the purposes of fulfilling the subject of the POS Agreement and for no other purpose.

(4). The Merchant undertakes;

- not to provide software programs containing or using any of the manufacturer's intellectual property rights to a third natural or legal person;

- not to provide or license those elements of the product related to the entire functionality to a third natural or legal person.

Art.46. All rights not transferred to the Merchant under the POS Agreement and accompanying documentation remain the exclusive property of the manufacturer (or any third party to which they belong) from whom the Merchant obtained the right to use the license. The Product and Documentation are confidential information and Merchant may not copy the Software or Documentation except as expressly permitted below. In order to protect the provided intellectual property, the Merchant has no right to:

a) uses or facilitates the use of the product or the manufacturer's intellectual property rights for purposes other than the purpose of the POS Agreement. In particular, the Merchant may not use or support the use of the product to develop technology competing with the product; The merchant and/or its associated companies and/or its end users and customers are not allowed to sell or create a new product by re-engineering or derivatives of the product. Merchant agrees not to develop new software, source code or documentation to support or create new products that compete with or are similar to the Product.

b) decompile, modify, disassemble, interpret, attempt to reverse engineer, translate into another language, or otherwise attempt to access the source code, algorithms, methodology, or underlying ideas of the Product or any is a part of it, and to allow a third party to do so;

c) remove or modify from the product any marks, identifications, copyrights or other inscriptions of the manufacturer or of third parties;

d) sublicense, provide, lease, loan, pledge, sell, copy, market, distribute, or permit others to use the Product for or for the benefit of third parties;

e) modify, port, translate, alter, incorporate into other software, create databases or derivative works other than as permitted herein, or create derivative works of any part of the Product;

f) provide the product in any way to a third party;

Art. 47. The Merchant must not allow the Software to be accessed or used by third parties or anyone other than the Merchant's employees, third party partners or subcontractors whose duties require authorization to work with it. In such cases, Merchant shall require such partners and subcontractors to sign written agreements obligating them to comply with the same software and documentation restrictions contained in this Agreement.

Art.48. The Merchant explicitly agrees that his default in respecting the obligations under art. 44-47 gives rights to the Bank to

terminate the agreement on the grounds, previewed in the general terms and conditions and the contract.

## VII. PROCEDURES FOR ACCEPTANCE OF PAYMENT WITH BANK CARDS ON PHYSICAL AND SOFTWARE POS

Art.49. The Merchant shall designate enough of its employees to service a POS device, so that at any time during the business activity there shall be at least one employee trained to work with a POS device. The designated employees shall undergo training for work with a POS device, conducted by an employee of the Bank and shall receive "Instructions for work with a POS terminal", "Distinctive features of Diners Club International cards", "Distinctive features of Discover cards",

Art.50. (1) Upon acceptance of payments with bank cards of physical POS as defined in Article 3, para. (1) the Merchant shall comply with the following procedure:

1. After receiving the customer's card, the Merchant shall check for the availability of the necessary requisites on it, specified in the "Instructions for working with a POS terminal", "Distinctive features of Diners Club International cards", "Distinctive features of Discover cards",
2. The card may be used only personally by the person in whose name it is issued, if it is personalized by name.
3. When the Merchant suspects that a card has been stolen, falsified or forged, he shall be entitled to verify the identity of the customer using an identity document. If the customer refuses to present an identity document or it is established that the card does not belong to the person who wishes to use it, or there are obvious traces of forgery or other physical interference on it, the Merchant shall refuse to accept payment with the card and shall try to keep it without endangering his or someone else's safety, carefully cutting it without damaging the magnetic stripe, chip or hologram (if any) and shall hand it over to the designated employee of the Bank.
4. He shall make sure that the surface of the card is glossy and shiny and there are no mechanical damages - hole, jaggings, scratches, cracks, delamination, soot, etc.
5. When the card contains all the details and there are no obvious traces of forgery or other interference on it, the Merchant shall pass / put it through / in the POS reader. If the client wishes, he can pass his card through the reader himself. For payment with a contactless card, the Client brings his card closer to the symbol for contactless payment from the screen of a POS or PIN PAD, if any. For cards that require the PIN to be entered by the cardholder, this shall be done from the main or additional keyboard of the device, and the customer shall be provided with conditions for keeping the PIN secret.
6. The merchant may not require the cardholder to disclose his PIN to him.
7. The payment of goods/services shall be made with one transaction, marking all purchases and the total amount shall be entered at the terminal. The transaction shall be performed in the presence of the customer. The card shall remain with the merchant until the completion of the transaction, and shall not be hidden from the customer's sight.
8. When the card is regular, the payment transaction for the respective goods and/or service shall be carried out with it in the manner indicated in the "Instructions for work with a POS terminal". The reasons for a possible refusal for payment and the subsequent actions shall be indicated in the "Instructions for working with a POS terminal". If the transaction is refused, the Merchant shall advise the customer to contact the card issuing bank.

9. After a successful transaction, two copies of receipts from the POS confirming the completion of the transaction shall be printed. In case of a failed transaction, there shall be only one receipt.
10. The card number and the number written on the receipt note from the POS shall be checked for compliance. If there is a discrepancy, the transaction shall be reversed. If the Bank or the terminal requires retention of the card, he shall notify the customer and shall try to keep it without endangering his or someone else's safety, carefully cutting it without damaging the magnetic stripe, chip or hologram (if any) and shall hand it over to the designated employee of the Bank. The card is the property of the Issuing Bank. If the client has questions, he shall contact the bank.
11. In case of successful transaction made by reading a chip and for which a PIN is entered, no signature shall be required on the receipt from the POS.

(2) The Merchant has the right to refuse the usage of the card, in case of:

- invalidity of the card
  - non-compliance of the signature on the card with the signature on the document for the transaction (if such one is required) or on the cardholder's identity document or lack of signature on the card, if such is required for its validity
  - refusal on behalf of the cardholder to show his identity document or if the Merchant realize that the card is being used by unauthorized person,
- As well as when it is not possible confirmation for the transaction to be obtained.

In the three cases above the Merchant has the right to keep the card on behalf of the issuer.

Art.51. (1). If an amount is entered incorrectly and a transaction is made on physical POS, the amount can be reversed only for the last transaction. For the Software POS reversal is possible for any transaction made on the current calendar day.

(2). In case of return of goods paid by bank card, the cardholder shall provide the receipt from the POS issued when purchasing the goods (if such is issued). The Merchant, if he has indicated in the Agreement the activation of the additional service "Refund in case return of goods / services", shall make a reverse transaction in accordance with the Instructions and guidelines for work with a POS terminal. As a result of the generated transaction, the Merchant's account shall be debited and the cardholder's account shall be credited with the amount for the returned goods. The physical POS terminal shall print two receipts. The trader shall carry out the checks under item 10 of Art. 50, then shall return the card and the second copy of the receipt to the cardholder. Only for transactions made with Maestro, transcard, Discover and Diners Club cards, issued by another Bulgarian bank, for the refund the merchant shall submit a refund order.

Art.52. (1) The merchant shall not be allowed to simulate a payment via bank card by giving cash to a cardholder.

(2). The Merchant shall not be entitled to accept a payment higher than the amount of the goods by paying the difference to the customer.

Art.53. (1) At the end of each reporting period, the physical POS shall automatically print a note of the total amounts of bank card transactions performed for the current period. The Merchant shall keep each note for total amounts for at least 18 (eighteen) months from its printing by the POS.

(2) Upon request of the Bank, the Merchant should be able to provide reports for the performed transactions with bank cards on physical POS, by providing the notes for the total amounts for the indicated period. In case of technical impossibility of printing a note about the total amounts, the Merchant shall inform the designated employee of the Bank and the note shall be printed as soon as possible.

Art.54. The Merchant shall keep the notes printed by the POS for each transaction (signed and unsigned) for at least 18 (eighteen) months.

Art.55. (1) The Merchant shall store all media containing bank card information in such a way that it does not allow access to or knowledge of this information by persons who are not employees of the Merchant or the Bank and only for the time for which they are necessary.

(2) The data required for authorization through physical POS shall be stored in encrypted and password-locked files and the password shall be at least 8 characters and shall contain lowercase, uppercase letters, numbers and symbols. This information must be accessed by a specifically authorized person, an employee of the Merchant.

Art.56. The Merchant must destroy or delete all data under Art. 55, which do not need to be stored or contain outdated data with card information.

Art.57. (1). The Merchant may not entrust to any other third party (representatives, external operators, etc.), the storage of confidential information concerning an account, card, cardholder or transactions, regardless of the manner in which such activity is carried out or the duration of such activity.

(2). In the event that confidential information is accessed or extracted, the Merchant shall immediately inform the Bank.

Art.58. (1) If a cardholder forgets his card at the Merchant's premises, the latter shall inform the designated employee of the Bank and shall place the bank card in a safe place.

(2) The merchant shall undertake to keep the card for 2 (two) working days after it has been forgotten. If the cardholder appears during this period, the card shall be handed to him after presenting an identity document and a signed free text protocol containing information about the date, time and minute of receipt of the card from the customer. After the expiry of the two-day period, the Merchant shall be obliged to hand over the card to the appointed employee of the Bank or to the nearest branch of the Bank.

#### VIII. DISPUTE OF TRANSACTION

Art.59. (1) The Merchant shall be entitled to contest an incorrectly executed transaction by sending a written complaint to the Bank without undue delay after becoming aware of it, but until the expiration of 45 days from the date of debiting his account. It is considered that the Merchant has become aware about the incorrectly executed transaction at the latest upon receipt of the information under Art. 75, and when using technical means of communication - at the time provided in the relevant agreement.

(2) The Bank shall not be liable for inaccurately executed transactions when it has not received the complaint under para. 1 within the prescribed deadlines.

Art.60. (1) The Bank shall review the complaint and shall respond within 15 working days from its submission. In case it is justified the Bank shall credit the Merchant's account with the respective amount together with the statutory interest.

(2) If the Bank does not rule within the term under para 1 or its decision does not satisfy the Merchant, he may refer the dispute for consideration by the Conciliation Commission for Payment Disputes to the Commission for Consumer Protection.

Art.61. (1) In case of receipt of information from the issuing bank or from the ICO for illegal use of the bank card via physical or virtual POS, in case of violation of the obligations as per art.24 and art.32-34, as well as on the grounds of bank's doubt for the illegal use of the card, when, but not only:

- the transactions exceed as number or as amount with 30% the usual number and value of the payments on the Merchant's terminal for the last 3 months

- the transactions are being made with cards, issued by banks outside the EEA, and cards, issued by such banks are not being used on the POS device for the last 3 months

- for the transactions 3DS code was not applied and the reason for the lack of strong customer authentication (SCA) is not available

The Bank might:

- restrict the card/cards for transactions

- temporarily restrict the Merchant's use of the POS device for all or certain type of transactions



- block the amounts of these transactions for a period of 120 days, for which the Bank informs the Merchant. The 120 days term starts to run as from the date of relevant transaction. In case if no dispute of the transaction is started by the issuing bank in this period, the Bank shall unblock the amounts on the client's account.

(2) When a dispute of a transaction is received by the Client for payment made at a POS the Bank shall block the amount of the transactions on the accounts of the Merchant, unless they are already blocked under para 1 and shall notify the Merchant of the dispute.

(3) In 3 (three) working days after the notification The Merchant shall be obliged to produce documents, including electronic ones, proving the execution of the transaction and the actual delivery of the goods and/or the performance of the service.

(4) In case of dispute by a cardholder or the card issuing bank of transactions made with card data stored by the Merchant on the occasion of authorization and completion of authorization without physical presentation of a card and in violation of Art. 25, para. 2 with or without the presence of a card, incl. these as per art. 29-31, the Bank shall deduct from the Merchant's account the amount of the completed authorization, resp, the sum of the relevant transaction made without the physical presentation of the card, as well as the amounts of the related costs or damages arising for the Bank.

(5) Where the dispute procedure has ended unfavorably for the Merchant:

1. due to failure to fulfil his obligations under para. 3, its other obligations under the Agreement and the General Terms and Conditions or because of his or her conduct and/or
2. if a transaction carried out over the Internet is contested on the basis of "fraud" and is carried out with a business card,

The Bank shall debit his account with the amounts of the transactions blocked under para. 2 in order to reimburse them to the Client through his issuing bank, and shall deduct the amounts of the other costs and damages incurred in connection with the dispute. In case of a favorable outcome for the Merchant the Bank shall release the blocked amounts.

(6) The Merchant shall be obliged to provide on his account with the Bank the funds in the amount up to the amount of the disputed transactions, within three days from the date of notification for contesting payment.

(7) The Bank shall undertake to assist the Merchant in the successful resolution of disputed payment cases within the established deadlines, in accordance with the rules of the international card organizations VISA International, MasterCard International, Diners Club International and Discover and the National Card and Payment Scheme (NPCS).

Art.62. In case the Client continues the dispute before the arbitration commission of ICO/NPCS for the disputed under Art. 61 transaction, the Bank shall notify the Merchant thereof. The Bank shall mediate to the Merchant in the process of contesting, where the costs in the form of fees for the arbitration procedure shall be at the expense of the Merchant. In case the Arbitration Procedure is lost, the Merchant shall owe to the ICO/NPCS the fees paid by the Client in connection with the Arbitration Procedure.

## IX. RESPONSIBILITIES AND PENALTIES

Art.63. (1) In case of failure of any obligation under the Agreement and the General Terms and Conditions each party shall be obliged, to indemnify the other party for all damages actually suffered by the non-defaulting party as a result of its conduct or conduct of its employees, or of other persons to whom it has assigned work in connection with the performance under the Agreement.

(2) In case of delay of a transfer under the Agreement by the Bank, the Bank shall pay to the Merchant compensation in the amount of the statutory interest on the amount due for each overdue day.

(3). When the payment with bank cards is not made in a manner specified in the Agreement, the General Terms and Conditions and

the "Instructions for work with POS terminal", the Bank shall be entitled not to transfer to the Merchant or to withhold the already transferred amounts of the respective transactions. The Bank shall also be entitled to suspend additional services used by the Merchant. In this case, if possible before the suspension or at the latest immediately thereafter, the Bank shall inform the Merchant by e-mail about the suspension of the respective service and the reasons that imposed it, unless the provision of such information is not permitted for security reasons or in view of the observance of normative requirements.

(4). When the Merchant fails to fulfill an obligation under the Agreement and the General Terms and Conditions outside para. 3 or fails to cease violation of the clauses within a period not exceeding 10 working days given to it by the Bank in a written notice, he shall pay a penalty at the amount of the commission under the Agreement for the month preceding the one during which the violations were committed, plus the amount of the fine imposed on the Bank by the ICO/NPCS.

(5). Th Merchant shall reimburse to the Bank the amounts of fines imposed by the ICO/NPCS for exceeding the maximum admissible ratio of the transactions reported by the issuing banks as illegal in relation to the total volume of transactions performed at the Merchant.

(6). The Merchant shall refund to the Bank the amounts:

1. for fines imposed and any damages paid by it in connection with the non-fulfillment of the Merchant's obligations under Art. 7, Art. 11, announcing misleading information for the cardholder, as well as in connection with any other action or inaction by the Merchant, which has led to a violation of the rules of the ICO/NPCS,
2. refunded by it in accordance with the rules of the ICO/NPCS to third parties who have acquired goods/services, the payment of which was made through the POS device of the Bank.

(7). In case that due to non-fulfillment of the obligation under art. 8, para. 2, upon inspection performed by the Bank, the POS terminal device shall not be found at the address of its installation, specified in the Agreement, in addition to the sanctions under para. 1 and para. 4, the Merchant shall also owe a refund for the value of the POS terminal device.

(8). All amounts due by the Merchant, incl. Those for indemnities and/or penalties, shall be deducted by the Bank from all of his accounts opened with it on the basis of the ex officio collection consent given by the Merchant upon signing the Agreement and art.15 above. In case of insufficient funds on the accounts, the Merchant shall be obliged to repay its obligations within 15 days of notification by the Bank, otherwise the Bank shall be entitled to proceed with the collection of its receivables in court.

Art.64. (1) The Merchant shall be liable for all damages incurred for the Bank or customers from non-compliance with the security of the data received from the Merchant in connection with transactions without physical presentation of the card and for payments made on the basis of incorrect data, as well as for any other damages and/or lost profits from a customer as a result of transactions without physical presence of a card.

(2) The Bank shall not be liable for any damages and/or lost profits from the Merchant as a result of transactions made or related without physical presence of a card in any way.

Art. 65. (1) The Bank shall not be liable for the damages suffered by the Merchant due to malfunctioning or improper use of POS or the inability to communicate with the Bank via a POS terminal device due to a malfunction in the communication line.

(2) The Bank shall not be liable for the damages suffered by the Merchant as a result of the malfunction of his website or the connection between the Bank and the Merchant.

(3) The Bank shall not be liable for the refusal of transactions by the Issuing Bank of the card.

(4) The Bank shall not be liable for improper payments due to actions or omissions of the Client or the Merchant.

(5) The Bank shall not be liable for any disputes related to the delivery deadlines and the quality of the goods and/or services offered by the Merchant paid through POS, as well as in cases where the transaction turns out to be null and void due to any reason and for possible disputes between the Merchant and the Client on this occasion.

(6) The bank is partnering with companies that offer services for integration, migration or creation of e-shops. The Bank is not a party to the contracts concluded between the Merchant and those companies and is not responsible for any disputes arising between the Merchant and the company regarding the services provided.

## X. TERMINATION OF THE AGREEMENT

Art.66. (1) The agreement shall be terminated:

1. By mutual written consent.
2. With one month's written notice from either party addressed to the other party.
- 3.3. In case of faulty non- performance – under the procedure of art. 87 of the Contracts and Obligations Act.
4. Upon termination of the Merchant's business, the opening of insolvency or liquidation proceedings against him or the closing of his current account servicing the POS.
5. By the Bank without notice in the following cases:
  - a. Upon notification by the ICO/NPCS related to the use of bank cards in the Merchant's outlet or acceptance of payments in connection with the purchase or trade in any form of child pornography and/or photos, video images, computer-generated images, animations, media simulation and activities involving brutality, sexual abuse, unauthorized distortion of a person or body parts.
  - b. After a double warning in writing in case of reasonable ground, such as (but not only):
    - If, for a period of 12 /twelve/ months, the number or amount of the transactions contested by cardholders or issuing banks exceeds 3% respectively from the number or amount of transactions of the same type recorded for the same previous period.
    - The Merchant carries out transactions which in number or amount exceed more than twice the average weekly number or amount of the transactions reported during the previous three months in the commercial site.
    - Within one day, more than 30% of the transactions initiated through a physical POS located in one of the Merchant's retail outlets or through a virtual POS, were refused by the issuing banks (failures due to terminal error are not taken into account).
    - Within 24 hours, more than two consecutive transactions with one bank card were unjustly carried out in one of the Merchant's outlet.
    - If within 3 months there are 3 or more cases of use of cards are registered for the Merchant, for which the issuing banks confirm irregularity ;
    - If within 3 months there are 3 or more irregular transactions for the Merchant reported on the websites of the International Card Organizations and the National Card and Payment Scheme;
    - If, in one month, the number of illegal transactions exceeds by 3% the number of reported transactions for the same period.

- If an authorization is completed (by performing a transaction) for an amount greater than the one blocked during the authorization.

- If an authorization is completed (by performing a transaction) without having previously performed a new authorization (pre-authorization).

- If the Merchant executes transactions in violation of art.29-31 above.

- c. In case of doubt based on sufficient data from the monitoring system of the Bank or proven, attempted or complicity in the performance of an act constituting illegal acquisition or use of bank card data, use of false or counterfeit bank cards or other illegal action;
  - d. If it is established that the Merchant carries out illegal activity or activity beyond the one declared to the bank;
  - e. If by his activity the Merchant directly or indirectly damages or there is a risk of damaging the trademark of Visa, MasterCard, Diners Club and Discover and the National Card and Payment ;
  - f. If with his business the Merchant violates the applicable legislation related to the protection of the objects of intellectual property or in any other way harms the users of the goods / services offered by him or causes damages to the Bank.
6. If the Merchant returns the POS terminal device to the Bank.
  7. If the merchant closes his website in case the agreement is concluded for the acceptance of payments through a virtual POS.
  8. If the Merchant does not maintain sufficient balance on his account to pay the monthly fees due for two consecutive months.

(2) In the event that the Agreement is terminated on the basis of Art. 66, para. 1, item 5, data about the Merchant and the reason for termination of the agreement shall be published in the databases of ICO/NPCS, which are used by all banks - members of the respective organization.

Art.67. The Merchant shall be obliged to remove from his outlets and website within 24 hours after the termination of the Agreement the logos and the trademarks of the Bank and the ICO/NPCS, including promotional materials containing logos and trademarks, provided to him upon the conclusion of the Agreement.

Art.68. When disputing a transaction made at a virtual POS, which is received after the termination of the Agreement, the Bank shall refund the amount to the cardholder ex officio from the accounts of the Merchant, for which the latter shall agree with the signing of the Agreement.

Art.69. (1) The Merchant shall be obliged to return to the Bank the physical POS devices within three days from the termination of the Agreement, which shall be certified by a handover protocol, as well as all information and advertising materials and signs provided by the Bank, as well as instructions for servicing bank card payments through POS.

(2) Upon return, the POS terminal device shall be equipped in the manner in which it was accepted by the Merchant. All damaged or missing parts shall be described in the handover protocol under para. 1 and shall be paid by the Merchant. The Merchant shall declare that he agrees the Bank to deduct the value of all damaged or missing parts and the value of the repair works from his current accounts with the Bank.

Art.70. The Bank shall not be liable for any consequences for the Merchant arising from the termination of the Agreement for acceptance of payments with bank cards through POS.

Art.71. The Merchant shall be responsible for claims made against the Bank by third parties related to the Agreement and the General Terms and Conditions up to 2 (two) years after its termination.

Art.72. All relations between the parties arising until the termination of the Agreement shall be decided in accordance with its provisions until their final settlement.

Art.73. (1) Upon the termination of the Agreement the Merchant's right to use the POS shall be terminated, and all receivables of the Bank under the Agreement, if any, including those related to unfavorably completed procedures for contesting transactions, shall fall due.

(2) Closing of the account shall be allowed after the termination of the Agreement, but not before the accounting of all transactions made through the POS, payment of the relevant fee for non-return or damage to the POS, as well as all other due fees and amounts related to the use of the POS and after settlement of disputes over transaction amounts by the Cardholder.

(3) The Merchant shall be responsible for all transactions carried out before the termination of the Agreement and the obligations arising therefrom.

#### **XI. COMMUNICATION AND PROVISION OF INFORMATION**

Art.74. (1) Communication between the parties in relation to the Agreement shall be carried out on paper by mail or fax, or via e-mail.

(2) The Merchant is obliged to inform the Bank in writing within 7 days about any changes in the initial data provided by him at the signing of the Agreement. Otherwise, all notifications, invitations and other communications sent to the last address known to the Bank shall be deemed to have been served.

Art.75. The Bank shall provide the Merchant with information about the transactions carried out on POS under the procedure and within the deadlines provided for in the Agreement for opening and servicing the account under Article 14 for the provision of information about the payment services performed on the account.

Art.76. The Agreement shall be concluded and the communication between the parties to it shall take place in Bulgarian, unless otherwise provided for therein.

#### **XII. CHANGES IN THE AGREEMENT, THE GENERAL TERMS AND CONDITIONS AND THE TARIFF**

Art.77. (1) The Bank may amend the General Terms and Conditions and the Tariff for corporate clients, and shall inform the Merchant for the amendments as well as for the date of entry into force of the amendments by a notification to the e-mail address specified in the Agreement and/or through announcement on the Bank's website [www.dskbank.bg](http://www.dskbank.bg).

(2) The Bank shall not notify the Merchant of amendments reproducing new regulations or amendments of regulations, of the rules of ICO, the National Card and Payment Scheme or other regulatory requirements.

(3) The current General Terms and Conditions can be obtained on paper by the Merchant upon request.

#### **XIII. MISCELLANEOUS**

Art.78. (1) The present General Terms and Conditions and the Tariff for the fees and commissions for corporate clients forms inseparable part of the Agreement for acceptance of payments with cards through POS of DSK Bank.

(2). The requirements of Chapter Three of the Payment Services and Payment Systems Act shall not apply to the relations between the Bank and the Merchant under the Agreement and these General Terms and Conditions. On the basis of Art. 67, para. 4 of the PSPSA, the parties shall agree that Art. 68, para. 1, the term under art. 77, para. 1 and art. 91 shall not apply and the provisions of the present General terms and conditions and of the Agreement shall apply to which agreement the general terms and conditions are an integral part.

(3) For the matters not regulated in the Agreement and the General Terms and Conditions, the respective provisions of the current Bulgarian legislation shall apply.

#### **XIV. ADDITIONAL PROVISIONS**

§1. Within the meaning of the Agreement and the General Terms and Conditions of the Bank:

a) "Physical POS" is a device through which payments for goods and / or services are made at a Merchant's site using a bank card.

b) "Virtual POS" is a logically defined POS through which transfers to accounts or payment of goods and / or services via the Internet or mobile phones are made using a bank card in an online mode.

c) "Software POS" is a licensed software application for the acceptance of payments with bank cards in the presence of the authorized user of the card, installed on a physical electronic mobile device.

d) "Bank card" is a credit or debit card intended for non-cash payment of goods and/or services.

e) "Client" is a person to whom a bank card has been issued.

f) "Issuing Bank" – the bank issuing the bank card.

g) "Transaction" is an operation of making a payment with a bank card.

h) "International card organization" (ICO) – a company organizing and managing an international card payment system, with which the Bank has concluded an agreement for accepting payments with bank cards bearing its logo.

i) "National card and payment scheme" - National card organization that regulates the processes that ensure the execution of transactions by the various participants in the process (Issuers, Accepting Institutions, Service Providers, cardholders, merchants, etc.).

g) "PCI DSS" - Payment Card Industry Data Security Standard - Patented standard for information protection of ICO Visa, MasterCard, American Express, Discover, and JCB.

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The general terms and conditions shall enter into force as of 01.09.2023 and shall repeal the current General Terms and Conditions under the agreement for acceptance of payments with bank cards through POS.