



**GENERAL TERMS AND CONDITIONS
OF EASYPAY AD
FOR OPENING AND SERVICING PAYMENT ACCOUNTS
AND PROVIDING PAYMENT SERVICES**

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These General terms and conditions regulate the relations between EASYPAY AD /hereinafter referred to as EASYPAY/ and the Customer in connection with the opening and maintenance of payment accounts, as well as the provision of payment services.

I. INFORMATION ABOUT EASYPAY AD.

1. EASYPAY AD is a payment service provider within the meaning of the Law on Payment Services and Payment Systems (LPSPS), registered in the Republic of Bulgaria and licensed by the Bulgarian National Bank (BNB) by virtue of Decision No 258 dated 25.10.2018 of the Governing Council of the BNB to operate as an electronic money institution, entered into the public register under Article 19 of the LPSPS, kept by the BNB. The payment supervision over the activities of EASYPAY AD is carried out by BNB.

2. EASYPAY shall comply with the measures against money laundering and terrorist financing in accordance with the legislation in force and its internal rules and in pursuance of these measures it may require from the Customer an identity document for the purpose of his identification, the identification of his legal representatives and of the persons authorized by him (proxies), including the right to copy and require signature certification from the identified bearers of the documents submitted. Together with the identification document, EASYPAY may request from the Customer / his representative other documents as well as the filling out of certain declarations with regard to the specific product or compliance with the regulatory requirements.

3. EASYPAY has the right to refuse to perform a payment service or a payment transaction related thereto in case the requested service/operation is in violation of the effective regulations in the country and/or the internal rules of EASYPAY, without substantiating its refusal.

II. TYPES OF PAYMENT SERVICES.

1. Payment services that EASYPAY may provide:

1.1. services related to the placement/withdrawal of cash to/from a payment account, as well as the related operations of servicing of a payment account s;

1.2. Transfer of funds to the Customer's account with EASYPAY or another payment service provider:

a. execution of direct debits, including one-off direct debits;

b. execution of payment transactions through a payment card or other similar instruments;

c. execution of credit transfers, including standing orders

d. collecting payments in favour of Merchants, registered in the EASYPAY system.

1.3 Issuing of payment instruments and/or accepting payments with payment instruments;

1.4 Execution of cash transactions and money remittances ;

1.5 Payment initiation services - subject to separate Terms and Conditions;

1.6. Account information services - separate General terms and conditions for use of the service

shall apply.

2. EASYPAY does not control the purpose and legality of the transaction for which the payment transaction is provided , unless otherwise provided for by law.

III. PRIOR INFORMATION.

EASYPAY shall make these General Terms and Conditions and the Tariff of Fees and Commissions available to the customers in an accessible manner and within a time frame sufficient for them to make a decision on the use of the respective service by posting them on the EASYPAY website - www.easypay.bg and by providing access in the offices of EASYPAY.

IV. ACCOUNT OPENING CONDITIONS.

1. The account holder may be a local or foreign natural or legal person.

1.1. To open an account, natural persons shall submit the following documents:

1.1.1. an official identity document. A copy of the document shall be taken and kept by EASYPAY;

1.1.2. when opening an account in favour of a third party (proxy), data and documents identifying the person opening the account and the third party - Account Holder shall be provided.

1.2 To open an account, legal entities shall submit the following documents and information:

1.2.1. an official identity document of the persons representing the entity. A copy of the document shall be taken and kept by EASYPAY;

1.2.2. a specimen of the signatures of the persons entitled to dispose of the funds in the account.

1.2.3. a power of attorney to withdraw cash from the payment account, in case the person entitled to dispose of the funds on the account authorizes another person to receive cash on his/her behalf; the signature of the authorizing person must be notarized (notarized power of attorney);

1.2.4. a certificate of current registration in the Trade Register / Bulstat Register at the Registry Agency of the Republic of Bulgaria; For Customers who are subject to entry in other registers, a certificate of entry in the relevant register is required.

1.2.5. a legal entity established by a regulatory or administrative act shall submit a copy of the regulatory or administrative act by which it was established;

1.2.6. an extract from the articles of incorporation and/or articles of association of the entity opening the account, which establishes the authority to dispose of its property, except for sole proprietors.

1.2.7. a license (permit) to carry out the activity - if such is required by Law;

1.2.8. a legal entity which is not registered in the Republic of Bulgaria shall submit documents certifying its due incorporation and existence, as well as all documents similar to the above-mentioned, taking into account the requirements of the applicable law.

2. EASYPAY shall have the right to verify the accuracy of the documents submitted by the Customer by using data, documents and information from independent sources.

3. EASYPAY may require other documents to be submitted upon account opening such as statements, bank references, etc.

4. Unless otherwise agreed, the account shall be opened on the basis of a Contract entered into between the parties.

5. EASYPAY may refuse to open an account for a Customer without substantiating its refusal.

6. EASYPAY shall open a payment account for an indefinite period in the name of the Customer, which shall be identified by an IBAN number.

7. The Customer shall have the right to dispose of the account personally or through authorized persons. Remote access payment instruments such as cards or online access to a payment account via ePay.bg may only be used by the Customer in person.

8. EASYPAY opens payment accounts only for persons over 18 /eighteen/ years of age.

V. PAYMENT TRANSACTIONS.

1. Payment transactions that can be made through a payment account:

1.1 Depositing cash into account at an EASYPAY office;

1.2 Withdrawal of cash at an EASYPAY office - after a prior order submitted by the Customer electronically via the ePay.bg system, unless otherwise agreed.

1.3 Credit transfer to an EASYPAY account by virtue of an electronically submitted payment order, unless otherwise agreed;

1.4 (*new, effective as of 21.10.2021*) Direct debit for payment of bills for utility services;

1.5 Transfer to a payment account with another payment service provider or to a bank account by virtue of an electronically submitted payment order, unless otherwise agreed upon. The service is provided jointly with partner banks;

1.6 Standing orders ;

1.7 Receiving transfers to a payment account at EASYPAY.

1.8 Acceptance of payments for goods and services provided in connection with the conduct of a business activity. The conditions for accepting payments on the account shall be regulated in a separate contract between EASYPAY and the Customer - Merchant.

Payment Orders to EASYPAY

2. EASYPAY accepts orders:

2.1. submitted in person by the Customer or his proxy at an office of the EASYPAY network;

2.2. submitted electronically through the ePay.bg system, subject to the conditions for Customer's identification, in accordance with Section VII.

2.3. received through another payment service provider - in cases of direct debit and transfer in favour of the Customer.

3. For payment orders sent electronically, the requirements of the Law on Electronic Document and Electronic trust services shall be applicable.

4. Together with the payment order, the Customer shall submit to EASYPAY, if necessary, completed forms, declarations and other documents required under the Law on measures against Money Laundering and other applicable legal requirements.

5. EASYPAY has the right to refuse to execute a payment transaction when the payer has not filled in all the required data for the respective transaction; when the Customer does not have sufficient balance on the payment account; when the Customer cannot be identified in accordance with the terms and conditions of EASYPAY, as well as in cases of restrictions under the applicable legislation.

6. EASYPAY shall notify the Customer of the refusal under the preceding clause 5, unless there is a prohibition on the provision of such information under the applicable regulations for payment services. EASYPAY shall provide the notification to the Customer at EASYPAY's office or electronically (in case of provision of electronic services), within the time limits for execution of payment transactions specified in these General Terms and Conditions.

Receipt of a payment order and deadlines for execution

7. A payment order accepted on a non-business day shall be deemed to be accepted by EASYPAY on the next business day, except for transfers internal to EASYPAY's system.

7.1 Payment orders shall be accepted in the office of EASYPAY during the working hours for work with Customers of the respective office and shall be executed under the terms of subclauses 7.3 and 7.4.

7.2 Where EASYPAY and the Customer have expressly agreed that payment is to be executed on a particular day or on the day on which the payer makes the necessary funds available, the time of receipt of the order shall be deemed to be the agreed day and, if that day is a non-working day for EASYPAY, the next working day.

7.3 Unless otherwise agreed, an order for an internal transfers between Customers accounts at EASYPAY, the transfer shall be executed on the day the order is received by EASYPAY, subject to the availability of sufficient funds in the payer's account.

7.4 Transfers to an account opened with another payment service provider (bank) shall be executed on the next business day, provided that the order is accepted by EASYPAY no later than 15.00 on the working day.

7.5 In case of payment transaction ordered in favour of the Customer, the Customer's account shall be credited on the day on which the amount is received in the account of EASYPAY.

7.6 If the funds that have been transferred in execution of a payment order are returned for reasons beyond the control of EASYPAY (inaccurate information in the payment order, the Payee's account is closed, etc.), the Customer's account shall be credited with the amounts returned. EASYPAY shall not refund any fees that have been paid by the payer for the execution of the payment order.

Execution of payment transactions

8. To make a payment, the payer shall submit a payment order at an EASYPAY office or electronically via ePay.bg, in accordance with the requirements for the specific payment service. Partial transfers under separate payment orders are not allowed.

8.1 The payment orders shall be executed in their entirety in the chronological order of their receipt in the EASYPAY system.

9. EASYPAY executes only authorized payment transactions.

9.1 A payment transaction shall be deemed to have been authorized as of the time the Customer:

9.1.1. has submitted a payment order at an EASYPAY office (for cash transactions);

9.2.2. has submitted a payment order or has given consent via the ePay.bg website or the ePay.bg mobile application, subject to the specific requirements for operation via the relevant remote channel;

9.2.3. the consent is submitted using a specific payment instrument issued by EASYPAY.

9.2.4. has given his written consent to EASYPAY (in case of direct debit).

9.2 Consent to execute a payment transaction or a series of payment transactions may not be withdrawn by the payer after it has been received by EASYPAY. Exceptions shall only be permitted with the express consent of EASYPAY and in the event of technological feasibility.

9.3 Where EASYPAY and the Customer have expressly agreed that the payment order is to be executed on a specific day, the Customer may cancel the payment order by the end of the business day preceding the agreed day for debiting his account at the latest.

10. EASYPAY shall not be liable for any failure or delay in making transfers ordered by the Customer in the event that:

10.1. The delay or action taken by EASYPAY is caused by its compliance with regulatory requirements imposed to prevent money laundering or terrorist financing or to prevent financial fraud.

10.2. Failure or delay of the translation is through the fault of:

10.2.1. the payer or the payee, due to providing an invalid unique identifier/ or IBAN of the account or other data required for its execution;

10.2.2. the payment service provider, respectively the payer (when the payee is a Customer of EASYPAY) or the payee (when the payer is a Customer of EASYPAY);

10.2.3. or the delay is due to force majeure.

11. In cases where EASYPAY has executed the payment order in accordance with the unique identifier/IBAN specified therein, the payment transaction shall be deemed to have been accurately executed.

Execution of a credit transfer

12. For transfers to a payment account with another payment service provider, the Customer shall provide the International Bank Account Number (IBAN), the payee's name and other applicable information.

13. For transfers internal to EASYPAY system, the payer shall provide a unique account identifier of the payee's account or other information that unambiguously identifies the payee within the EASYPAY system (e.g. CIN - Customer Identification Number).

14. The payer shall be solely responsible for the correctness and accuracy of the payment data provided.

15. For making standing orders, the Customer shall specify: the payee's details and account (payee's name/, IBAN); the day/date of the month for making the payment (when in the different months it is a non-working day, the payment shall be made on the next working day); and other applicable information.

Execution of SEPA credit transfers

15a. (*New, coming soon*) Subject to compliance with all the requirements under these General Terms and Conditions, the Customer may order and receive to his payment account credit transfers in EUR (SEPA credit transfers) to/from payment service users of other payment service providers that are available for SEPA credit transfers, regardless of their location in the territory of the European Union (EU) or another country that is part of the Single Euro Payments Area (SEPA) system. EasyPay will execute a valid payment order for such a transfer in accordance with the European Union legislation on SEPA credit transfers.

15b. The service of ordering or receiving a SEPA credit transfer, provided by EASYPAY, is available to payment services users -Customers of the Company, natural and legal persons, with a payment account opened with EASYPAY, identified with IBAN.

15c. For a SEPA credit transfer, the Customer shall provide details of the amount of the credit transfer he wishes to be ordered, the full and correctly spelled Latin names of the Payee, the correct IBAN of the Payee's payment account maintained in a SEPA country, any additional information regarding the transaction. For the

successful execution of the credit transfer ordered by the Customer, the payment account from which the Customer orders the payment transaction must have sufficient balance to transmit the amount of the transfer and the amount of the fee payable by the Customer to EASYPAY, if applicable under the Tariff. EASYPAY shall not make a credit transfer in EUR to a payment service provider that is not accessible via SEPA, in accordance with the rules of Regulation (EU) No 260/2012.

15 d. EASYPAY shall not execute SEPA credit transfers with a future date, only transfers with a current execution date are accepted.

15e. The maximum amount to be accepted by EASYPAY for a single SEPA credit transfer shall be the amount of the BGN equivalent of EUR 15,000 (fifteen thousand euro), unless otherwise expressly agreed .

Deadline for SEPA credit transfers:

15f. EASYPAY shall debit the Customer's account in BGN, and the conversion of the transfer amount into EUR shall be carried out at the current exchange rate of EASYPAY at the time of the transfer. Payment orders accepted before 14:00 hrs shall be executed on the same business day. Payment orders received by EASYPAY after 14:00 hrs or received on a non-business day shall be executed by the end of the Business day following the day on which the order was received. Receipt of the funds by the Payee of the transfer is subject to the arrangements between the Payee and its payment service provider.

Execution of direct debit

16. In case of payment by direct debit, the Customer-payer shall give his prior consent to the service to EASYPAY. EASYPAY shall only execute the payment order if there is sufficient cash in the Customer's account.

16.1 When the Customer of EASYPAY is the Payee, EASYPAY shall accept the payment order and present it to the payer's payment service provider without checking for the existence of consent for direct debit from the payer.

16.2 EASYPAY shall send to the Payee's payment service provider a refusal for payment by direct debit if: the payer's account is closed; the Customer-payer has not provided the necessary funds to his account within 5 business days as of the date of receipt of the payment request, or if the Customer has not provided his prior consent for direct debit, and if not all conditions for the transfer are satisfied.

16.3 (*new, effective as of 21.10.2021*) EASYPAY shall execute direct debit for payment of bills for utility services to Payees (Merchants) registered in the system of EASYPAY, about whom the Customer receives information via the Viber application, under the following conditions:

16.3.1 The Customer holds a payment account opened and maintained by EASYPAY AD, identified by IBAN and has an issued to the account prepaid EASYPAY card in accordance with the procedure set out in the General terms and conditions for the issuance and use of electronic money via a pre-paid card of EASYPAY AD.

16.3.2 The Customer has activated a Viber channel to receive information from EASYPAY about the payment transactions on the account/card.

16.3.3 The Customer has set up a "Customer's EASYPAY registration" to the telephone number provided for receipt of the information referred to in clause 16.3.2.

16.3.4 The Customer has submitted in person at an EASYPAY office a written consent for direct debit for payment of utility bills under a template containing the subscriber/Customer numbers included in the "Customer's EASYPAY Registration" in terms of which the Customer wishes to receive information via Viber.

16.3.5 The Customer has sufficient balance in his account and has confirmed via the Viber application his consent to make any separate payment of a utility bill for which the Customer has received information via the Viber application, including the payment of a fee if applicable to the particular transaction.

16.3.6 Customer's obligations and responsibilities:

16.3.6.1 The Customer shall be solely responsible for entering complete, true, accurate and up-to-date information required in connection with his "Customer EASYPAY Registration", which he shall confirm when signing the Direct debit consent. The Customer undertakes to update the information in due time by visiting an EASYPAY office in the event of change in the details provided in the Direct debit consent. EASYPAY shall not be liable for any losses, damages and/or loss of profit by the Customer ensuing from inaccurate, incomplete or outdated information provided by the Customer when registering for the service.

16.3.6.2 The Customer undertakes to update the data provided to EASYPAY in a timely manner by visiting EASYPAY's office in case of change in the telephone number at which he receives the information referred to in clause 16.3.2 via Viber. EASYPAY shall not be held liable for any losses, damages

and/or loss of profit by the Customer in the event of an outstanding direct debit for payment of bills via the Viber application due to a change of the Customer's telephone number or in the event that the Customer has not successfully activated the channel for receiving information via Viber as per clause 16.3.2.

16.3.6.3 Prior to confirming consent to make any particular payment, the Customer should review the information provided to him through the Viber channel about the particular liability, the amount payable, the payment charge (if applicable) and other information available about the particular payment. After verifying their correctness, the Customer shall confirm his consent to make the payment of the selected utility bills to the respective Merchants by clicking the "confirm/pay" button. Transfers shall be made on the basis of the Customer's consent to direct debit and shall not require confirmation by any additional security means. Where there is more than one utility bill, the Customer may select specifically which one(s) are to be paid or select all.

16.3.6.4 The Customer shall receive information through the Viber channel about the result of the payment - successful or unsuccessful.

16.3.6.5 Information on payments made through the direct debit service for the payment of utility bills shall be provided by EASYPAY to the Customer electronically, through the Viber channel. In the event that the Customer wishes to receive a paper document – a Receipt, certifying each individual payment of a utility bill, the Customer shall pay a fee in accordance with EASYPAY's tariff published on the website: www.easypay.bg.

16.3.6.6 The Customer shall bear full responsibility for safeguarding the access to his Viber account.

16.3.6.7 In order to ensure the security of the Customer's funds, the Customer must not enter his EasyPay card PIN anywhere on the Viber application, including the EASYPAY website.

16.3.6.8 Withdrawal of Consent for direct debit for payment of utility bills - the Customer shall have the right to withdraw his consent for direct debit at any time by requesting it through a personal visit to an EASYPAY office.

VI. MONEY REMITTANCE TRANSACTIONS.

1. Money remittance is a payment service where funds are received from a payer, without any payment accounts being created in the name of the payer or the payee, for the sole purpose of transferring the corresponding amount to the payee or to another payment service provider acting on behalf of the payee, and/or where such funds are received on behalf of and made available to the payee. .

1.1 The Customer shall provide the Payee's details: name/, account number of the Payee or Payee's unique identifier, Personal Identification Number (PIN) / Foreigner's personal number (FPN) / details of the Payee's identity document when the transfer is paid in cash. Upon receipt of a payment order for money remittance EASYPAY shall provide the payer with a payment order reference number. EASYPAY may collect additional information about the payer and the payee.

1.2 In the event of money remittance received by EASYPAY and not claimed by the Payee within 7 (seven) business days from the date of the payment order, EASYPAY shall return the funds to the payer in cash at an EASYPAY office or by transfer to a payment account under IBAN provided by the payer. For the transfer to a payment account with another payment service provider, the Customer shall pay a fee in accordance with EASYPAY's tariff for the return of funds ordered through EASYPAY's system.

2. The maximum amount to be accepted by EASYPAY for a separate remittance, the funds for which are submitted in cash, is BGN 5000 /five thousand/, unless otherwise expressly specified.

3. For payment of goods and services by means of money remittance to the Payee's account with EASYPAY, EASYPAY may execute the transfer without applying the requirements of Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on the information about the payer accompanying the transfer of funds and in accordance with the provisions of Article 69 of the PSPSA.

VII. ELECTRONIC SERVICES

1. EASYPAY executes payment orders submitted electronically via ePay.bg for:

- 1.1. Transfer to an account maintained in EASYPAY;
- 1.2. Transfer to an account maintained by another payment service provider;
- 1.3. Transfer to individuals – natural persons, where the funds for the payment transaction are provided to the payee in cash, in an office of the EASYPAY network.
- 1.4. Cash withdrawal order submitted via ePay.bg.

2. EASYPAY shall provide the Customers with electronic information on balances and operations on payment accounts (account statement, statements and/or other reporting information) by sending it to the Customer's e-mail, through the Customer's profile in ePay.bg or through the Customer's activated Viber channel to receive information from EASYPAY for operations with an EasyPay prepaid card. The Customer may also obtain a report on specific payment transactions on paper, at the head office or other offices designated by EASYPAY, and it shall be charged in accordance with the Tariff of EASYPAY published on the website www.easypay.bg;

Access and identification

3. The Customer undertakes to comply with the electronic identification requirements of EASYPAY and/or the Operator ePay AD when using the ePay.bg system.

4. The Customer may use one or a combination of the following personalized security features when submitting a payment order electronically or accessing account information:

4.1. Username and password to be determined personally by the Customer;

4.2. Qualified Electronic Signature (QES) - a valid and registered QES in the ePay.bg system in combination with a username and password;

4.3. A one-time code sent to the Customer via SMS or a one-time dpass password generated via a TOTP (Time-based One-time Password) application in combination with a username and password.

5. For confirmation of certain payment transactions, EASYPAY may require an additional one-time SMS code or one-time dpass password. In all cases, EASYPAY shall be entitled to require the Customer to provide additional information upon payment or transfer via ePay.bg.

5.1 EASYPAY reserves the right to modify the personalized security and identification means referred to in the preceding paragraph 4 of Section VII by notifying Customers for such modification via a notice on its website www.easypay.bg or at <https://www.epay.bg>, or by other appropriate means.

6. The means of security and identification used by the Customer, referred to in clauses 4.1 - 4.3 of Section VII, shall identify him when using the electronic services of EASYPAY and it is his obligation to keep them secret.

7. In the event that the Customer's personalized security and identification means have become available to another person, the Customer shall immediately notify EASYPAY and/or the Operator of the ePay.bg system by e-mail or telephone in one of the following ways:

During office hours from 8:30 to 19:00. by calling (02) 921 0880 or by sending a message to office@epay.bg. Out of office hours - by calling (02) 921 0880.

EASYPAY shall block the access to the account electronically until the Customer enters new personalized means of identification. Notifications received by e-mail from Customer on a non-business day shall be processed by EASYPAY within the required processing time, but no later than the next business day.

8. The Customer's access to the electronic services of Section VII may be blocked:

8.1 At the Customer's initiative, under the terms of clause 7;

8.2 At the initiative of EASYPAY - for objective reasons related to the security of the Customer's identification data or the system.

8.3 At the initiative of EASYPAY - when the Customer's actions violate the requirements of the applicable regulations, these General Terms and Conditions, or threaten the security of EASYPAY's electronic services system.

8.4 Automatically - upon entering the wrong information related to the security and identification means used by the Customer in accordance with Sections 4.1 - 4.3 of Section VII a certain number of times.

Restriction of payment transactions

9. EASYPAY shall have the right to suspend the execution of transfers, the provision of part or all of the services to the Customer or to block the Customer's account in case of suspicion of unauthorized use of the payment services provided by EASYPAY or the use of the Customer's payment account for the purpose of committing financial fraud, including in the event of a dispute received by EASYPAY or the Operator (charge back), of a payment by card or Microaccount credited to the Customer's account with EASYPAY;

VIII. ACCOUNTABILITY. CORRECTIVE TRANSFERS.

1. After the execution of single transactions and/or a series of payment transactions, EASYPAY shall prepare reporting information and shall provide it to the Customer in an accessible and storage-convenient manner.

2. The Customer shall have access to a statement of payment transactions (statement) on his account at any time through his Customer profile at ePay.bg or through the Customer's activated Viber channel for receiving information about transactions with EasyPay prepaid card. Receipt of information on payment transactions is evidenced by the existing records in the EasyPay system and/or the Operator ePay AD regarding the date and time of the Customer's downloading of the relevant statement. Customers with a Customer profile in ePay.bg shall have the possibility to register to receive a notification at their e-mail for each individual payment transaction ordered through their profile in ePay.bg. Where the payment order is submitted by the Customer using the security and identification means referred to in sub-clauses 4.2 and 4.3 of Section VII, EASYPAY shall consider that the Customer is notified of the execution of the payment transaction at the moment of its confirmation. EASYPAY may also make available to the Customer reports and/or statements of the movements in his account in any other manner, in a form and at a frequency specifically agreed with the Customer, in which case EASYPAY shall be entitled to charge fees in accordance with the Tariff published at: www.easypay.bg.

Corrective TRANSFERS

3. The Customer shall have the right to dispute executed transactions reflected in the information referred to in the preceding clause² by submitting a written objection to EASYPAY AD within 14 days as of the date on which the Customer has become aware of the executed payment transactions.

4. EASYPAY shall correct a payment transaction at the Customer's request only if notified by the Customer without undue delay under the terms of clause 3 of Section VIII, but no later than 13 months as of the date on which the Customer's account balance was debited by the amount of the payment transaction disputed by the Customer.

Service operations

5. In the event of an incorrect credit to a third party's account due to an error by the Payment service provider, regardless of whether the Customer is the Payer or the Payee of the transfer, EASYPAY shall be entitled to ex officio debit the account with the amount of the erroneous transfer, notifying the Customer of the corrections made. Where funds have been fraudulently credited to the account, EASYPAY shall be entitled to ex officio debit the account with the relevant amount and make an ex officio corrective transfer to refund the amounts fraudulently credited to the account of the Payer or to the account of the Payer's payment service provider, to which, by accepting these Terms and Conditions, the Customer gives his unconditional and irrevocable consent.

IX. COMPLAINTS. DISPUTE RESOLUTION PROCEDURES.

1. In case of non-execution or defective execution of a payment transaction authorized by the Customer, the Customer shall have the right to file a complaint to EASYPAY.

1.1 The Customer's complaint shall be submitted in writing and shall be accompanied by all documents clarifying the subject matter of the dispute.

1.2. The date of receipt of the complaint shall be deemed to be the date of receipt by EASYPAY of all documents proving its validity.

2. EASYPAY shall notify the Customer in writing of its position on the complaint within 14 (fourteen) days as of the date of receipt by EASYPAY.

3. In case the customer disagrees with the position of EASYPAY, he may refer the dispute to the Conciliation Commission for Payment disputes at the Consumer Protection Commission or to the competent Bulgarian court for judicial resolution.

4. In the performance of its obligations under these General terms and conditions, EASYPAY shall not be liable in the event of extraordinary and unforeseen circumstances beyond its control, the consequences of which would have inevitably occurred despite the efforts made to prevent them, as well as in cases where EASYPAY has acted in the performance of a statutory obligation.

X. CLOSING AN ACCOUNT.

1. Unless otherwise provided, the contract shall be terminated and the account shall be closed:

1.1 at the Customer's request - on the day the Customer's request is received by EASYPAY / via e-mail or in certain offices of EASYPAY and after the Customer provides information that identifies him in the system of EASYPAY /;

1.2. at the initiative of EASYPAY - after a two-month written notice (signed with a qualified electronic signature and sent to the Customer's e-mail). EASYPAY shall not be obliged to provide arguments for its request to close the account;

1.3. ex officio by EASYPAY - upon expiry of the agreed term, if such a clause exists in the contract.

2. A payment account where electronic money issued by EASYPAY is stored (Microaccount) shall be used and closed under separate general terms and conditions published on EASYPAY's website at: www.easypay.bg - Documents section.

3. Upon closure of the payment account, the Customer may withdraw the remaining funds in the account.

XI. FEES AND COMMISSIONS. INTEREST.

1. EASYPAY does not charge or pay interest on the funds in the account.

2. For opening, servicing, performing payment transactions on the account, providing services and references, the Customer shall pay fees and commissions in accordance with the current Tariff for fees and commissions of EASYPAY, published on the website of the company at: www.easypay.bg, unless otherwise agreed .

3. EASYPAY shall be entitled to deduct the fees payable by the Customer for the performance of payment services before crediting the account on the basis of Regulation No. 3 of BNB.

XII. AMENDMENT AND TERMINATION OF THE FRAMEWORK CONTRACT.

1. EASYPAY may extend or limit the scope of the services offered, including electronic services, change the conditions for the execution of transactions based on changes in the applicable legislation, security considerations, etc. EASYPAY shall notify the Customers at least 2 months before the respective change comes into force, by publishing them on its website (also on the website of the ePay.bg system, at: <https://www.epay.bg>) and/or in its offices.

1.1 EASYPAY shall not be liable for any damages or loss of profits resulting from the limitation of the scope of services offered.

2. Two months' notice shall not be required and changes shall apply without prior notice in the following cases:

2.1. Where the scope of the payment services offered is extended;

2.2 Where there are statutory conditions for changes or for security reasons to prevent financial frauds.

3. In case the Customer does not accept the envisaged changes, the Customer shall have the right to terminate the framework contract before the changes come into force.

4. The Customer shall be entitled to terminate the contract at any time without prior notice to EASYPAY, unless otherwise expressly agreed. ;

5. EASYPAY shall have the right to terminate a permanent framework contract with two months' prior notice. The prior notice shall be provided to the Customer on a hard copy or other durable medium (by sending an e-mail).

5.1 Upon receipt of the prior notice of termination of the framework contract by EASYPAY, the Customer shall repay all obligations to EASYPAY.

6. EASYPAY shall have the right to unilaterally terminate the contract in the following cases:

6.1 The Customer has intentionally used the payment account for illegal purposes;

6.2 In the event of non-performance of obligations set out in these General terms and conditions, the specific Contract with the Customer, or the Customer's obligations envisaged by the applicable law, where such obligations concern the relationship between EASYPAY and the Customer.

6.3 EASYPAY may terminate an account/payment instrument agreement if the Customer fails to comply with the terms of the agreement without the need to give a prior notice.

XIII. COMMUNICATION BETWEEN THE PARTIES.

1. The Customer shall contact EASYPAY in the following ways:

1.1. In writing or by visiting the head office of EASYPAY at the following address: 16, Ivan Vazov St., Sofia 1000;

1.2. At the telephone numbers and/or e-mail addresses announced for contact on the website of EASYPAY - <http://www.easypay.bg/> and/or at the address: <http://www.epay.bg/>;

2. EASYPAY shall contact the Customer at the address or e-mail or telephone number indicated by the Customer.

3. In all specific written statements and agreements, as well as in the acceptance, interpretation and application of these General terms and conditions and the framework contract, the language applicable between the parties shall be the Bulgarian language.

XIIIa. CONDITIONS FOR WORK WITH PERSONS AUTHORIZED BY THE CUSTOMER (PROXIES) (new, effective as of 21.10.2021)

1. Only special powers of attorney or general powers of attorney from natural persons or from the respective legal representatives of legal entities with notarized signature or notarized signature and content shall be accepted, certified by (i) a Bulgarian notary public or (ii) certified by a Bulgarian diplomatic or consular representation abroad and submitted to EasyPay, together with the fee paid to EasyPay for verification with the Ministry of Foreign Affairs, containing a text stating that the authorized person is entitled to perform the relevant legal acts before EasyPay and ePay. a power of attorney containing a general wording, without explicitly naming a specific payment service provider, concluding that the authorized person is entitled to enter into contracts for the opening of an account, respectively, is entitled to close an opened account or to carry out other actions relating to the opened account (modification of user data) or the execution of specific payment transactions is also acceptable. The power of attorney shall be presented in the original and if it contains an authorization only for the specific legal action, the original shall remain with EasyPay and the attorney may keep a copy for himself. If the power of attorney contains authorization for more than one legal action, a copy of the power of attorney certified as a true copy by the attorney-in-fact shall be retained by EasyPay. For the purpose of representation by a power of attorney certified by a foreign notary, the latter should be notarized and have a legalized translation (translation made by an authorized Bulgarian translator and legalized by the Consular Relations Directorate of the Ministry of Foreign Affairs) or an official translation (translation made by an authorized Bulgarian translator/translation agency). The use of the payment service under these General Terms and Conditions through a proxy shall not waive the right of EASYPAY to request documents for identification of the principal - account holder.

2. The use of a payment service, including the opening/closing of a payment account by a reauthorized person is not allowed.

3. When using the payment service through a proxy, the proxy shall identify himself with his identity document described in the power of attorney, and EASYPAY shall have the right to take a copy of the identity document of the proxy. EASYPAY may also accept the proxy's legitimation with a reissued identity document (upon expiry of the validity period of the one described in the power of attorney).

4. EASYPAY shall have the right to verify the validity of the power of attorney submitted to him through the relevant notary who has certified the power of attorney.

5. EASYPAY shall have the right to refuse to accept a power of attorney in case of non-conformity to its requirements for handling powers of attorney, without justifying its interpretation of the authorization clauses, such as, but not limited to: if, in its judgment, the scope of the authorized person's representative powers is not clearly and unambiguously defined; if the power of attorney presented contains ambiguous wording that is unclear as to its application; if the power of attorney contains a condition terminating the authorized person's rights or a condition of performance that is beyond the control of EasyPay; or if, in its judgment, it creates difficulties, beyond the usual, in opening or servicing an account or providing another payment service; if the power of attorney cannot be verified by reference to the notary public who has certified it; if express confirmation of the validity of the power of attorney cannot be obtained from the principal; if the regularity of the power of attorney is in doubt or if there is any misconduct, etc.

6. EASYPAY shall not be liable for any action taken with a power of attorney if it has not been notified in writing that the power of attorney has been revoked/terminated and if, prior to receipt of the notification, it has accepted in good faith to take the relevant action. Written notice of revocation of a power of attorney may be given by the attorney-in-fact by appearing in person at an office of EASYPAY or by mailing it to the current address of EASYPAY.

7. For the avoidance of any doubt, the appearance of a new proxy shall not automatically terminate the powers of previous proxies in the event that the power of attorney has not been revoked pursuant to the preceding clause 6.

XIV. RESPONSIBILITIES.

1. EASYPAY shall not be liable in any way for the dealson which the Customer makes payments through his account or for which the Customer receives payments through his account with EASYPAY.

2. EASYPAY shall not be liable for goods and services purchased and paid for through a transfer from an account.

3. EASYPAY shall not be liable for and shall not accept any claims in the event that the Customer provides his password or other personalized means of electronic identification as specified in Section VII to third parties and they make payments on his behalf and at his expense, regardless of the manner in which this has occurred.

4. EASYPAY shall not be liable and shall have no obligation to pay damages or lost profits in the event that the Customer is unable to make a payment through the account at a certain time due to force majeure or due to reasons beyond EASYPAY's control, including technical failures, interruption of communications, power supply, etc.

5. EASYPAY shall be liable for and shall promptly refund to the Customer-payer the amount of the non-executed or incorrectly executed payment transaction when the non-execution or incorrect execution is attributed to EASYPAY. In such cases, EASYPAY's liability shall only relate to the direct losses and damages incurred as a result of the non-execution or delayed execution of a payment transaction through EASYPAY's fault, i.e. up to the amount of the fees paid by the Customer.

6. In the event that a Customer claims that he has not authorized a payment transaction or that there is an inaccurately executed payment transaction, EASYPAY shall bear the burden of proof in establishing the authenticity of the relevant payment transaction, its accurate recording, accounting, as well as that the transaction is not affected by technical failure or other defect. In establishing the authenticity of the relevant payment transaction, EASYPAY shall verify the legitimate use of the Account, including the personalized security and identification features used pursuant to clause 4 of Section VII, in accordance with the provisions of these General terms and conditions.

6.1. If the Customer - a sole trader or a legal person who is not a consumer, claims that he has not authorized a payment transaction or that there is an inaccurately executed payment transaction, the preceding clause 6 shall not apply to the burden of proof and the proof of the statements shall be entirely on the Customer's account.

7. In cases where the Customer has failed to retain the personalized security and identification means referred to in subclauses 4.1 to 4.3 of Section VII, the Customer shall be liable and bear the risk of damages incurred by him or EASYPAY due to their unauthorized use by a third party. The amount of liability in the hypothesis under this clause shall be up to the limit as defined in the Law on Payment Services and Payment Systems .

8. The Customer shall be liable for all damages and shall bear all losses, irrespective of their amount, related to any unauthorized payment transactions from the account if caused by fraud, and/or as a result of his/her willful or gross negligent failure to comply with one or more of his obligations relating to the opening and/or use of the account under these General terms and conditions and the applicable law.

9. The Customer shall be liable for all his/her actions regarding the use of the payment services and/or account with EASYPAY, including after termination of the framework contract.

10. The Customer shall have no claim against EASYPAY for failure to make a payment in the event that: his payment account is inactive regardless of the reason; there is a distraint on it; it exceeds the transaction limits and the number of transactions per period or there is insufficient balance on the account and any other reasons beyond EASYPAY's control.

XV. DEFINITIONS.

Within the meaning of the present General terms and conditions:

1. "**Execution Date**" means the date on which the conditions for the execution of the payment transaction are fulfilled;

2. **"Direct debit"** - a payment service for debiting the Payer's account where the payment transaction is initiated by the Recipient based on the consent given by the Payer to the Recipient, the Payer's payment service provider or the Recipient's payment service provider (where applicable);

3. **"Customer"** is a user of payment services provided by EASYPAY;

4. **"Payment account"** is an account held in the name of a payment service user, used for payment transactions;

5. **"Payer" or "Ordering party"** is an Account holder who orders the execution of a payment order, and where there is no Account - a person who gives a payment order/makes a payment;

6. **"Payment Instrument"** is the personalized device(s) and/or set of procedures agreed upon between the User and the Payment Service Provider (EASYPAY) and used by the User for the purpose of submitting a payment order;

7. **"Payment Order"** means any order from the Payer or the Recipient to EASYPAY ordering the execution of a payment transaction;

8. **"Payee" or "Recipient"** means a natural person or legal entity designated as the ultimate recipient of funds that are subject of a payment transaction;

9. **"User of payment services" or "User"** is a natural person or legal entity who benefits from a payment service provided by EASYPAY, either as a Payer or as a Payee, or in both capacities;

10. **"Business day"** means any day on which EASYPAY performs an activity necessary for the execution of a payment transaction. Saturdays and Sundays, when not declared as working days, as well as the public holidays in the Republic of Bulgaria, are considered as non-working days;

11. **"Business hours"** means the interval of time within a Business Day after which any payment order submitted by the Customer is deemed to be received on the next Business day.

12. **"Tariff"** means the Tariff of Fees and Commissions of EASYPAY AD;

13. **"Holder"** means a person in whose name the account is opened and who has the right to dispose of the funds in it in his capacity of User;

14. **"Unique identifier"** means a combination of letters, numbers or symbols communicated by the payment service provider to the user which uniquely identifies the user and/or his payment account;

15. **"ePay.bg"** - Electronic system for making payments via bank cards and other payment instruments approved by the system operator. The system ensures and guarantees the information and technical implementation of these payments between the parties - Customers, Merchants (payment recipients) and EASYPAY, in compliance with the technology approved by the Operator and accepted by the card issuers, BORICA and EASYPAY;

16. **"Epay AD/Operator"** - a legal entity that operates and provides technical support to the ePay.bg system.

17. **"Single Euro Payments Area (SEPA)" (new, coming soon)** is an area where Customers are able to order and receive payments in EUR under the same general terms and conditions, rights and obligations, regardless of their location within the European Union (EU). SEPA covers all EU member states, as well as Iceland, Liechtenstein, Norway, Switzerland and Monaco.

18. **"SEPA credit transfer" (new, coming soon)** is a money transfer in EUR from a Customer's payment account to any payment account in EUR in a SEPA country.

XVI. SUPPLEMENTARY PROVISIONS.

1. These General terms and conditions shall also apply to single payment transactions, whereby the Customer shall be deemed to have been informed in advance of the terms of execution, the maximum execution period, the applicable fees and commissions and other additional details.

2. The issuance of payment instruments /payment cards, Microaccounts/ shall be governed by special general terms and conditions of EASYPAY, which shall contain the security measures to be taken in order to preserve the security of the respective payment instrument.

Processing of personal data

3. EASYPAY processes personal data of Customers - users of payment services in compliance with the Personal Data Protection Act, and in the prevention or investigation of frauds related to payment services, processing may be carried out without the consent of the person to whom the data relate.

3.1 EasyPay is a personal data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, effective as of 25.05.2018 and the national legislation. EasyPay processes personal data independently or jointly with other controllers such as banks, other payment service providers and system operators as defined in the Law on Payment Services and Payment Systems (LPSPS).

3.2. The data related to payments via ePay.bg, as well as the Customer's identification data, shall be processed jointly between ePay and EasyPay in accordance with these General terms and conditions.

3.3. Information on the purpose and grounds for processing your personal data, the period for which they are stored, categories of recipients, as well as the means of exercising the right to rectification, restriction of processing and deletion of personal data, objection to processing, right to file a complaint, right to a copy of the stored data is published on the Operator's website (www.epay.bg), as well as on the EasyPay website (www.easypay.bg) in their privacy and data protection statements.

These general terms and conditions come into force on 21.10.2021.