

## GENERAL TERMS AND CONDITIONS

### of opening “Microaccount” and issuing and using electronic money on a “Microaccount”

#### I. Information about EASYPAY AD and EPAY AD

1. EASYPAY AD, is a commercial company registered in the Republic of Bulgaria, with its seat and management address in Sofia, 16 Ivan Vazov str., and the following website - [www.easypay.bg](http://www.easypay.bg), is registered in Commercial register and register of non-profit legal entities at Registry agency with registration number 131344648, hereafter referred as EasyPay or Issuer. The company is a payment service provider within the meaning of Art 3, para.1, item 2 of the Law on Payment Services and Payment Systems (LPSPS) electronic money institution in accordance of a license issued by Bulgarian national bank (BNB) by virtue of Decision No 258 dated 25.10.2018 of the Governing Council of the BNB , entered in the public register under article 19 from the LPSPS.

2. EPAY AD is a commercial company registered in the Republic of Bulgaria, with its seat and management address in Sofia, 16 Ivan Vazov str., and the following website [www.epay.bg](http://www.epay.bg), registered in Commercial register and register of non-profit legal entities at Registry agency with registration number 131409398, hereafter referred as the Operator , which registers all merchants and customers, willing to execute payments via ePay.bg through Microaccounts, payment card or other approved by EPAY AD means of payment. EPAY AD ensures and guarantees the implementation of these payments between the parties in compliance with the approved by the Operator and the accepted by the issuers of cards, BORICA and EASYPAY AD technology. As a registered representative, entered in the public register of BNB under article 19 from the LPSPS of EASYPAY AD, the Operator performs the payment services under Art. 4, item 1, item 2 and item 3 letter 'b' and 'c' of the LPSPS on behalf of EASYPAY AD.

#### II. Definitions

1. A "**Customer**" is a holder of electronic money, who purchased from EASYPAY electronic money at face value in exchange of funds in accordance with the current terms and conditions.

2. "**Electronic money**" is a monetary value, which represents a claim on EASYPAY, kept in a digital form on an electronic money account for the purpose of executing payment operations. The electronic money account is identified by an unique identifier.

3. A "**Microaccount**" is an electronic money account on which electronic money, issued by EASYPAY AD are being stored, in exchange of the Customer's funds. The Microaccount is identified by an unique identifier.

4. A "**Unique identifier**" is a combination of letters, digits and symbols which are used to mark the electronic money account, and which is provided by EASYPAY AD as a provider of payment services to the Customer.

5. A "**Payment operation**" for the purpose of the current terms and conditions is each of the following actions: cash deposits or transfer/payment via bank card for purchasing electronic money from EASYPAY; issuing of electronic money by EASYPAY; redemption of electronic money by EASYPAY; receiving financial amounts, in cash on till, by the Customer on a Microaccount ; executing of payment operations by the Customer via payment order in accordance to the procedures listed in the current terms and conditions; submitting a request for redemption of electronic money by the Customer; payment operations for which the customer approval or executing this payment operation have been provided

through use of mobile devices or via the Internet

6. A "**Microaccount statement**" is all information provided by EASYPAY to the Customer, regarding the electronic money owned by the Customer as well as the payment operations performed with them. The statement shall be issued in accordance with the current terms and conditions.

7. An "**Agreement**" is the Customer's agreement to perform a payment operation with the electronic money owned by the Customer.

8. A "**User**" within the meaning of the LPSPS is an individual who is a user of payment services who, on contracts concerning the provision of payment services, performs activities different from their commercial or professional activity.

9. "Strong Customer Authentication" is a procedure that allows EASYPAY to verify the identity of the Customer when performing payment, reports and other operations, according to the procedures defined in ePay.bg and/or the EASYPAY system and the requirements of the applicable legislation. Strong Customer Authentication means establishing the identity by using two or more elements categorized as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something that characterizes the user), which are independent, so that the breach of one element does not compromise the reliability of the others, and the procedure is designed in such a way as to protect the confidentiality of the authentication data;

10. A "**User level**" is a group of services, provided via a Microaccount, which the Customer may use once the procedures, defined on ePay.bg and/or the system of EASYPAY have been completed. 11. "**ePay.bg**" is a system for electronic payments available through the website of the Operator "Epay" AD or the through the mobile application of the Operator. The registration of customers in the system is performing through the website of the Operator - [www.epay.bg](http://www.epay.bg).

### **III. Opening a Microaccount. Issuing and repurchasing electronic money.**

Each Customer, registered in ePay.bg, in accordance of the General Terms and conditions for executing Payments through ePay.bg, an individual, as well as a legal entity, can use a Microaccount – level 1,2 or 3. In the presence of specific circumstances, in order to comply with imperative regulatory requirements, EASYPAY keeps its rights to refuse to open a Microaccount to a Customer, without having to announce any reasons or arguments about it.2. Upon a Customer's registration in ePay.bg, automatically is generated an opportunity for opening a Microaccount . The Microaccount in BGN is opened by crediting funds in it, as provided in item III 7 bellow, for an indefinite period of time. Upon the registration, the Customer confirms and declares that during the registration in ePay.bg, has provided accurate information about his/her personal data. In addition, the Customer declares that upon subsequently changing or adding information, all subsequent changes or additions to their personal data shall be true and accurate. In case material or non-material damages occur due to false or incomplete data, provided by the Customer, all consequences suffered shall be on the expense of the Customer.

3. The contract with the Customer on opening and using a Microaccount, subject to the current Terms and Conditions shall enter into force and is considered to be concluded upon cumulative fulfillment of the following conditions:

3.1. Customer's acceptance / expression of consent to the current General Terms and Conditions (electronically on the ePay.bg website) and), by pressing the button "Accept" / "I agree" or "Confirmation"

"I Accept" or "I Agree"), where this option is made available for the Customer on the ePay.bg website/or the mobile application. The Client expresses his consent and places his signature under the terms of this Agreement under general conditions, with the execution of which is considered that an electronic document has been created and the Agreement has been duly signed by the Client.

3.2. Upon issuing electronic money on a Microaccount in exchange of the funds provided by the Customer, in accordance to the current General Terms.

4. The right to enter into agreement and to use a Microaccount have only persons, of age of and above 18 (eighteen) years. Opening a Microaccount and using it by persons younger than eighteen years of age is carried out by or together with their legal representatives, after providing all necessary documents according to the current legislation.

5. EASYPAY has the right to request data and/or documents which allow to identify the Customer and to check his identification. Additional information about the Customer may be needed in order for EASYPAY to perform the requested services thoroughly. The Customer may confirm and/or sign any requested by EASYPAY documents, including contracts, treaties, agreements, etc. electronically via a qualified electronic signature.

5.1. In case that the Customer fails to submit the requested information and/or documents in time, specified by EASYPAY, EASYPAY has the right to terminate the provision of all or some of the services provided to the Customer.

5.2. EASYPAY obeys the measures against money laundering and financing terrorism in accordance with the current legislation and its internal rules. In compliance with these measure EASYPAY may request from the Customer identity documents in order to identify the Customer, to identify their legal representatives, and persons authorised by the Customer. EASYPAY has the right to copy and request a validation via signature from the identified holders of the submitted documents.

### **Issuing of electronic money**

6. The money stored in a Microaccount are electronic money. EASYPAY issues electronic money at nominal value upon receiving funds deposited/transferred by the Customer to their Microaccount.

7. The Customer may replenish their Microaccount via one of the following methods:

a) in cash in the offices of EASYPAY after submitting the requested Customer Identification data, the Customer's identification number, Personal Identity Code (individuals)/Unified Identity Code (legal entities) or the e-mail address, registered in the Customer's profile in ePay.bg, as the limit for the particular User level is being observed;

b) by bank card transaction through the ePay.bg system.

c) by bank card transaction through an ATM supporting the B-Pay service.

d) by credit transfer from an account at Easypay AD or from an account at other payment service provider for Customers having Microaccount level 3.

8. The nominal value of the electronic money issued by EASYPAY corresponds to the value of the deposited/transferred amounts to the Microaccount (after the standard fees and the fees by EASYPAY, applicable to the method of payment of choice, have been deducted).

9. The funds received in the Customer's Microaccount, based on which EASYPAY issues electronic money are not a deposit and do not generate any interests for the Customer.

10. Electronic money on Customer's Microaccount may be used by him to perform payment transactions including payment of due fees and commissions in accordance to the Tariff of EASYPAY.

### **Conditions for redemption**

11. EASYPAY shall redeem at any time, at its nominal value the monetary value of the electronic money held by the Customer on their Microaccount.

12. The Customer has the right to request redemption at any time at nominal value of the electronic money owned by them and stored on their Microaccount.

13. EASYPAY does not charge an extra fee upon electronic money redemption request by the Customer. Whenever the Customer exercises their right for redemption, they owe only the standard fee according to the type of payment operation chosen – transfer or withdrawal – in accordance with part VII from the current Terms and Conditions, which depends on the type of transfer or withdrawal of electronic money chosen by the Customer. EASYPAY's fees for transfers and withdrawals are published on the websites [www.easypay.bg](http://www.easypay.bg) and [www.epay.bg](http://www.epay.bg).

14. The Customer may request redemption by one of the following ways:

14.1 By initiating through their profile at ePay.bg an electronic money withdrawal order from the Microaccount in cash, at EASYPAY's cash desk. Upon withdrawal, the Customer shall be requested to identify himself via a valid identity document;

14.2. Upon terminating the contract and closing the Microaccount, in accordance with the listed below point 15.

15. The Customer has the right to terminate the contract at any time by submitting a request for closing their registration at ePay.bg and closing of their Microaccount and following the rules and conditions provided in points 6 and 7 from section VII. Upon closing of the registration at ePay.bg, the Customer's Microaccount at EASYPAY is closed automatically.

Upon a request by the Customer for closing the registration at ePay.bg, respectively their Microaccount, EASYPAY redeems the full value of the electronic money stored on the Microaccount. The money stored on the Customer's Microaccount are being transferred to a specified by the Customer payment account or are given to the Customer in cash at one of the offices of EASYPAY. The Customer must provide a valid identity document in order to receive the money. Upon redemption of electronic money exceeding the amount of 300BGN, EASYPAY has the right to request to perform the redemption by payment through a bank transfer.

16. EASYPAY has the right to impose restrictions on redemption of electronic money or to request from the Customer additional documents and information, including making a copy of the identity documents, in order to comply with the laws against money laundering, financing terrorism and financial frauds.

#### **IV. Terms and conditions of opening and using Microaccount**

1. The Microaccount is used according to certain one-time, weekly or monthly limits in compliance to the current Terms and Conditions. Depending on the user level, the Customer has the right to use certain services.

2. Types of user levels:

2.1. "User level 1"<sup>1</sup>:

Upon Customer's initial registration in ePay.bg, in accordance to the General Terms and Conditions for executing payments through ePay.bg, automatically is generated an opportunity for opening a Microaccount - User Level 1. Customers entered into agreement for Microaccount with "User level 1" may use the "Microaccount" under the following incoming and outgoing limits:

Daily limit of payment operations – BGN 200.00

Weekly limit of payment operations –the equivalent of EUR 150 in BGN according to the BNB fixing;

Monthly limit of payment operations – the equivalent of EUR 150 in BGN according to the BNB fixing;

2.2. "User level 2"<sup>2</sup>:

For Customers who have a profile/registration in ePay.bg, which have a registered payment card in their customer profile at ePay.bg with which have made at least five payments on utility bills through ePay.bg. Customers who have entered into agreement for Microaccount user level 2 may use the "Microaccount" under the following incoming and outgoing limits:

Daily limit of payment operations – the equivalent of EUR 150 in BGN according to the BNB fixing; Weekly limit of payment operations – the equivalent of EUR 150 in BGN according to the BNB fixing; Monthly limit of payment operations – the equivalent of EUR 150 in BGN according to the BNB fixing;

2.3. "User level 3"<sup>3</sup>:

2.3.1. Every Customer having profile in ePay.bg has the opportunity to open a "Microaccount - user level 3", in compliance with the requirements of the current General Terms and Conditions. Opening a Microaccount user level 3 is not bound by the condition of passing through the other user levels specified

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1) The thresholds for Microaccount - User Level 1 have been brought into line with the legally defined thresholds, according to the requirement of Art. 24 of LPSPS, promulgated, State Gazette No. 27 of 27.03.2018, amended add. State Gazette, no. 94 of 2019

2) The thresholds for Microaccount - User Level 2 have been brought into line with the legally defined thresholds, according to the requirement of Art. 24 of LPSPS, promulgated, State Gazette No. 27 of 27.03.2018, amended add. State Gazette, no. 94 of 2019

3) The requirements for identification and verification for customers with a Microaccount - user level 3 have been brought into line with the requirements of LPSPS (promulgated, State Gazette No. 27 of 27.03.2018) and the Regulations for the implementation of LPSPS, promulgated, State Gazette No 3 of 01/08/2019

in item 2.1. and 2.2.

2.3.2. Upon opening a Microaccount - user level 3, the Customer should submit all documents and data required according to Section IV of the "General Terms and Conditions of EASYPAY AD for opening and servicing payment accounts and providing payment services".

2.3.3. The Customer could request opening/switching to a Microaccount – user level 3 by providing the necessary required documents and information in one of the following ways:

a) online through his ePay.bg profile, where the Customer should take a picture of his official identity document (front and back), as well as a short video and to attach them to the relevant links in his ePay.bg profile. If necessary, the Customers should fill out declarations under Art. 42, paragraph 2, item 2 and Art. 59, para. 1, item 3 of the AMAML in the relevant links, as well as the required data in the "Additional information" section,

b) by appearing in person at an office of EASYPAY, where the Customer provides at place a copy of the official identity document and the other necessary documents and information specified in sub. "a".

2.3.4 In order to avoid any doubt, the submission of the identification documents and other necessary documents by the Customers for opening a Microaccount - user level 3 under the described in item 2.3.3 manners (regardless of which of the two described above manners is used - personal appearance or through the electronic system ePay.bg), does not mean automatic opening of a Microaccount - user level 3 and establishment of a business relationship with the Customer. The submitted documents are subject to a thorough review by the employees of EASYPAY and EPAY AD. Only after carrying out the necessary checks and analysis of the documents submitted by the Customer, the confirmation is made and the account is opened. During this period, the account has the status "in process of opening/approval" for the third level, the account is not active and the Customer cannot use the functionalities of the Microaccount - user level 3.

2.3.5. Customers with "user level 3" have no limits on receiving cash transactions on a Microaccount and on supplying amounts on Microaccount by card payment at an ATM.

Upon replenishing of a Microaccount via payment through a bank card through ePay.bg and by a transfer from a Microaccount of another user, a monthly limit of 500 BGN is applied.

\* Customers registered at ePay.bg by 20.12.2017, who have reached "Microaccount level 3" have no limits on the incoming transfers on a Microaccount.

2.3.6. Customers with "user level 3" can make payments up to the amount of the available funds on their Microaccount.

2.3.7. Easypay provides IBAN and BIC as a unique identifier of the Microaccounts of Customers with "user level 3". 2.3.8. When opening/closing and changing of the user data for accessing the Microaccount - User level 3 at the EASYPAY's cash desk, through a proxy, a power of attorney is required in compliance with the requirements of section XIIIa of the General Terms and Conditions for opening and servicing payment accounts and providing payment services of EASYPAY AD.

2.3.9. Opening an Microaccount - user level 3 by a vicarious person is not allowed.

2.3.10. When opening/closing Microaccount - user level 3" and changing the user data for access to the Microaccount - User Level 3 by a proxy, the last must identify himself with his identity document (ID) described in the power of attorney, and EASYPAY has the right to take a copy of the ID and copy of the proxy. EASYPAY accepts identification of the proxy and with a reissued ID (upon expiry of the validity period of the ID, described in the proxy).

2.3.11. EASYPAY has the right to verify the validity of the powers of attorney presented to him through the relevant notary who certified the power of attorney.

3. Changes in the user levels are possible, when the corresponding requirements by the system of ePay.bg and EASYPAY have been met.

4. The limits on payment operations on a Microaccount may be amended upon publishing in the Internet on the website of EASYPAY and at ePay.bg. Due to security measures and regulatory requirements, EASYPAY may enforce and amend the limits unilaterally and without the agreement of the Customer, which shall be communicated to the Customer. EASYPAY has the right to amend the limits discretionary after a request by a Customer has been submitted. EASYPAY is not responsible in case such Customer requests have been declined.

5. The maximum amount accepted by EASYPAY per a single cash transfer (on replenishing of a Microaccount in cash at an office of EASYPAY) is 5000 /five thousand/ BGN unless some another amount has been agreed.

6. Means of Strong Customer Authentication. Personalized security features of the Microaccount:

6.1 By username and a password for accessing the Customer's profile at ePay.bg system - defined personally by the Customer;

6.2. By a qualified electronic signature - valid and registered in the ePay.bg system in combination with user name and a password.

6.3. By a temporary SMS code – temporary password sent to the Client via an SMS on a registered at ePay.bg Customer's phone number, in a combination with a user name and a password for accessing ePay.bg profile.

6.4. By a dynamic code, through the ePay.bg mobile application installed on the Customer's mobile device.

7. In order to confirm certain payment operations, EASYPAY or the Operator request an additional confirmation (strong customer authentication) under the item 6.3. or item 6.4. In all cases, EASYPAY and the Operator have the right to require the Customer to provide additional information when ordering a money transfer from the Microaccount. 8. EASYPAY and the Operator have the right to amend the means of access and identification, listed above in points 6.1.-6.4. of Section IV as they shall inform the Customers about such amendments by announcements on the website of ePay.bg and/or on the website of EASYPAY or through another appropriate method.

## **Payment operations**

9. Payment operations for execution by the Customer from/to a Microaccount are as follows:

9.1. Replenishing a Microaccount by depositing the amount in cash at an office of EASYPAY.

9.2. Replenishing a Microaccount via bank card payment (through the ePay.bg system or at an ATM supporting the B-Pay service).

9.3. Payments of goods and services to merchants registered at ePay.bg.

9.4. Money transfer in cash. The transfer shall be ordered through ePay.bg and the money shall be received at an office of EASYPAY.

9.5. Transaction to another Microaccount. The service is available for Customers "user level 3"

9.6. Money transfer to an account, opened at another payment service provider in the territory of the country.\* The service is available for Customers with Microaccount "user level 3"

9.7. Periodical transfers.

9.8. SEPA transfers, in accordance with the General Terms and Conditions for opening and servicing payment accounts and providing payment services of EASYPAY AD.

10. The Customer may receive money transfers on their Microaccount or replenish electronic money, kept on their Microaccount within the limits of the corresponding user level.

## **Submission of a payment order for a payment/transfer on a Microaccount**

11. The Customer may manage and execute payment operations on their Microaccount through:

11.1. The ePay.bg system on the Internet.

11.2. The mobile application for access to ePay.bg.

12. In order to submit a payment order through the Internet, the Customer identifies themselves via one of the means, listed above in points 6.1.- 6.2 . of Section IV and fills in the payment order on ePay.bg. The payment shall be confirmed by the Customer with his password for access to ePay.bg or with a one-time password sent via SMS to the mobile phone, registered in the Customer's profile in ePay.bg or by confirming of the operation through the ePay.bg Mobile application, depending on the requirements of the system.

12.1. In order to execute a transfer to another Microaccount the Customer fills in a payment order, the unique identifier of the Microaccount of the beneficiary or their phone number, email address registered in the Customer's profile in ePay.bg, amount and reason for payment . EASYPAY is not responsible in case the funds are sent to a wrong beneficiary due to mistakes in the Beneficiary data filled in by the Customer.

12.2. In order to execute a transfer to a payment account, the Customer fills in the payment order the name and IBAN account number of the Beneficiary in the payment order as well as the amount and a



reason for the transfer.

12.3. In order to execute a transfer in cash to another Beneficiary or a withdrawal of cash from a Microaccount, the Customer fills in the payment order for a cash transfer and provides name of the Beneficiary, Personal Identity Code or Identity Document Number of the Beneficiary, reason for payment and the amount of the payment operation.

12.4. In order to execute standing orders the Customer provides: Beneficiary's data and bank account ( Beneficiary's name and IBAN); Amount; day of the month on which the payment shall be performed (when the date in different months happens to be on a holiday, the payment shall be performed on the following working day); frequency of the payments (the Customer chooses the number of transactions that shall be performed – how many consecutive weeks/months, according to the selected period, shall the transfer be performed); number of attempts to perform the order in case of an error (how many consecutive days shall it be attempted to perform the order in case there is an error occurred on the day/date set by the Customer). The first standing order is confirmed by the Customer with a password and if the payment is successful, every next transfer shall be performed automatically.

12.5. In order to pay for goods and services to merchants registered at ePay.bg, the Customer confirms the automatically filled payment order, containing information about the Merchant, amount and reason for the payment.

13. In order to submit a payment order through the mobile application ePay.bg, the Customer needs to identify once in accordance with the conditions in points 6.1.-6.4. of Section IV and to give their agreement on each and every payment operation. The Customer orders EASYPAY to execute each and every payment operation by entering the password for access to the mobile application or a fingerprint/face recognition whenever it is applicable to the type of mobile device being used.

13.1. In order to execute a transfer to another Microaccount the Customer fills in a payment order the unique identifier of the Beneficiary's Microaccount or their phone number, email address registered at ePay.bg, as well as the amount and reason for the transfer.

13.2. In order to pay for goods and services to merchants registered at ePay.bg, the Customer confirms an automatically generated payment order with the Merchant's data, the amount and reason for the payment.

14. EASYPAY has the right to refuse to execute a payment when a Customer has not filled in all mandatory data for the corresponding operation, when the Customer does not have enough funds on the Microaccount, when there is a doubt that the payment order has not been initiated by the Customer or their authorised representative, as well as all cases in which restrictions might be applied in accordance with the current legislation.

14.1. EASYPAY informs the Customer about the reasons of the refusal on the above point 14., unless there is a legal reason for such information to not be announced in accordance to the current legislation.

14.2. EASYPAY is not responsible for any harms, that might arise or have already arisen for the Customer due to the refusal of EASYPAY to execute a payment order.

## **Replenishing a Microaccount**

15. The Customer may replenish their Microaccount via the payment operations as described in Section III, item 7 of the current General terms in accordance to the limits as set out in Section IV, item 2

## **Receipt of a payment order and execution time**

16. EASYPAY executes only allowed payment operations.

16.1. A payment operation is allowed if the Customer has ordered it in compliance with the terms and conditions listed in points 6.1.-6.4. from Section IV or has agreed on its execution.

16.2. The order or the agreement for the execution of a payment cannot be withdrawn by the payer after it has been received by EASYPAY. Payment operations ordered through the Internet or the mobile application are considered to have been received by EASYPAY at the moment of their confirmation by the Customer with their access password for ePay.bg or the mobile application ePay.bg and/or with a temporary password sent through a SMS or with a one-time password.

16.3. When a payment has been ordered and confirmed by the Customer on a holiday/non-working day, the payment order is considered to be received on the next working day with the exception of internal for the system transfers.

17. EASYPAY is not responsible if the payment operation has been executed and the funds are credited to the Microaccount or to the payment account of a wrong Beneficiary, due to incorrect or incorrectly filled Beneficiary's information entered by the Customer.

18. In the cases in which EASYPAY has executed the payment order in accordance with the entered unique identifier/IBAN, the payment is considered executed correctly.

19. In case a payment order has not been executed due to an invalid unique identifier/IBAN account number, filled by the Customer, EASYPAY reimburses the amount on the Microaccount of the Customer on the next working day.

20. When EASYPAY and the Customer have negotiated that the payment should be executed on a specific date, the Customer may cancel the payment order no later than the end of the working day before the negotiated/set day of the payment. Exceptions are allowed only upon an agreement by EASYPAY and in case it is technically possible to happen.

21. Payment order at an office of EASYPAY are accepted within the working hours of the office with Customers and executed in compliance with points 23. and 24.

22. When EASYPAY and the Customer have expressly negotiated that a payment should be executed on a specific date or on the day when the Customer provides the necessary amount, the receipt of the payment order is considered to be the negotiated day and if this happens to be a non-working day, the day of the receipt of payment order is the following working day.

23. Unless negotiated otherwise, an order for internal transfer between Customers' Microaccounts' is executed on the day of receipt of the order at EasyPay and in case there is a sufficient amount of funds on

the sender's Microaccount.

24. Transfers to an account, opened at another payment service provider (a bank), are executed on the next working day, in case that the order has been received by Easypay no later than 15:00 on a working day.

25. Upon a payment operation, ordered in favor of the Customer, their Microaccount shall be credited on the day of receipt of the funds on EASYPAY's account. 26. If the amounts, transferred for executing a payment order, have been returned due to reasons beyond the control of EASYPAY (inaccurate information in the payment order, the Beneficiary's account has been closed, etc.), the Customer's Microaccount is credited with the returned funds. EASYPAY does not reimburse the Customer-payer the fees that have been paid by him for the execution of the payment order.

## **V. Rights and Obligations of the Customer when using a Microaccount**

1. The Customer has the right:

1.1. To execute payment operations on a Microaccount in accordance with the current terms and conditions, within the amount of available funds on the Microaccount and in compliance with the transaction limits for payments and receiving of transfers for the corresponding user level.

The amount of the executed payment transaction as well as the applicable fees in accordance with the Tariff of EASYPAY, published at the website of EASYPAY and at ePay.bg, are subtracted from the amount of available funds on the Microaccount.

1.2. To receive transfers on their Microaccount up to the limit for transfers of the corresponding user level. Every time the Customer replenishes or receives transfers on the Microaccount, the funds are added to the available funds on the Microaccount and are available for the Customer to be used in accordance with the transaction limits applicable to the corresponding user level.

1.3. To stop using their Microaccount and to exercise their right of repurchasing of the remaining amount of electronic money kept on their Microaccount, in compliance with the current terms and conditions.

1.4. To receive a reference of the payments performed, as well as all received transfers on the Microaccount, by their registration at ePay.bg in accordance with the current terms and conditions.

1.4.1. The Customer may receive a paper reference as set out in the previous sentence at the central office or other, specified by EASYPAY, offices; the fee for issuing such paper reference is in compliance with the Tariff of EASYPAY, published at [www.easypay.bg](http://www.easypay.bg).

2. The Customer is obliged:

2.1. To keep and to not reveal to third parties any information related to passwords and other identification data in accordance with points 6.1.-6.4., via which the Customer is identified on ordering a payment on a Microaccount.

2.2. To inform immediately EASYPAY and/or ePay in case their means of identification in accordance with points 6.1.-6.4. from Section IV have been misused by contacting Easypay at some of the following

addresses and phone numbers:

ePay – on phone number: +359 2 921 0880 or email: [office@epay.bg](mailto:office@epay.bg) (providing their Customer Identity Number and email address registered at ePay.bg).

EASYPAY AD – on phone number +359 2 921 0876 or email: [office@easypay.bg](mailto:office@easypay.bg) ( providing their Customer Identity Number and email address registered at ePay.bg).

In this case under the current item, the Microaccount shall be temporarily disabled until the Customer enters a new password and other security means.

2.3. To **not** use the Microaccount for illegal purposes including buying or selling goods and services forbidden by the Bulgarian legislation.

2.4. To not consciously undertake any actions that may impede the provision of services from EASYPAY to the Customer or to third parties.

2.5. Upon termination of service related to the Microaccount, blocking or terminating the agreement under the current General Terms for whatever reason and the grounds of that, the Customer is obliged to settle immediately all his existing debts to EASYPAY resulting from using of the Microaccount.

## **VI. Responsibilities of EASYPAY towards the Customer**

1. EASYPAY is not responsible in any way about the transactions performed or received by the Customer through Microaccount payments.

2. EASYPAY is not responsible for goods and services paid and bought via transfers from Microaccount. EASYPAY is not responsible for non-execution of such transfers by the other party which receives payments from Microaccount .

3. EASYPAY and the Operator are not responsible for incompleted or delayed payments, ordered by the Customer in case that:

3.1. The delay or the measures undertaken by EASYPAY or the Operator are in accordance with the legal requirements in relation to the prevention of money laundering, financing terrorism or financial frauds preventions;

3.2. The incomplete or delayed payment was caused by:

a) Customer or the Beneficiary due to provision of invalid data for executing the transfer;

b) the payment service provider of the Payer (when the Beneficiary is a Customer of EASYPAY) or of the Beneficiary, when the Payer is a customer of EASYPAY; .

c) or the delay is due to a force majeure.

4. EASYPAY is not responsible and does not accept complaints in case that the Customer provides their password to third parties and thus perform payments on the Customer's behalf, irrespective of the way it has happened.

5. EASYPAY is not responsible and is not obliged to pay for damages or lost interests in case that the Customer is not able to execute a payment at a certain moment through the Microaccount due to cases of force majeure including technical malfunctions, communication or electricity breakdowns, etc.

6. EASYPAY is responsible and reimburses timely the Customer, in case of a non-executed or defectively executed payment operation, whenever the non-execution or the defective execution is due to a fault of EasyPay. In these cases, the responsibility of EASYPAY is only for the direct losses and damages, suffered in result of the non-executed or the delayed execution of the payment operation due the fault of EASYPAY, i.e. up to the amount of the fees paid by the Customer.

7. In case that the Customer claims that they have not allowed a certain payment operation or that a defective payment operation exists, the burden of proof lies on EASYPAY on determining the authenticity of the payment transaction in question, its correct registration and accounting, as well as that the operation has not been affected by a technical failure or another shortcoming if the Customer is an individual. Whenever the authenticity of the payment operation has been determined, EASYPAY performs an inspection of the correct use of the Microaccount, including the personalized security characteristics listed in points 6.1.-6.4. from Section IV of the current terms and conditions.

8. If the Customer - a sole proprietor or a legal entity – that is not a user, claims that has not allowed a payment operation or that an inaccurately executed payment operation exists, the previous point 7 is not applied in relation to the burden of proof and the burden of proof lies entirely on the Customer.

9. In all cases in which the Customer did not manage to protect their security data and means of access and identification in accordance with points 6.1.-6.4. of Section IV, the Customer is responsible and must take the risk of damages for him or for EASYPAY, due to unlawful use of the Customer's personal and security data by third parties.

The amount due by the Customer (individual) in cases on the current point cannot be more than the limit, determined in accordance with the Law on the payment services and payment systems in force. Sole proprietors and legal entities are fully responsible and takes the whole risk and all damages, arisen for him or for EASYPAY due to the unlawful use by third parties of the Customer's means of access and identification in accordance with points 6.1.-6.4. of Section IV.

10. The Customer is responsible for all harms and takes fully the damages related to unauthorized payment operations on the Microaccount, irrespective of their amount, if they have been caused due to a fraud and/or as a result of a deliberate or obviously negligent default of one or more of the responsibilities of the Customer related to the opening and/or using the Microaccount in accordance with the current Terms and conditions.

11. After the Customer has informed EASYPAY and/or ePay about appropriation or an unauthorized use of its means of access and identification in accordance with points 6.1.- 6.4. of Section IV, the Customer does not take any material damages due to the use of a Microaccount for a fraud or unauthorized use of identification data, with the exception of the cases in which the Customer acted fraudulently or with intent to fraud.

**VII. Restrictions on services on a Microaccount. Blocking the Microaccount. Termination of the**

**contract.**

1. EASYPAY has the right to reduce or enlarge the types of operations available to the Customer through a Microaccount. Information about such reductions of services is available on the website of EASYPAY [www.easypay.bg](http://www.easypay.bg) and the Operator [www.epay.bg](http://www.epay.bg).

In case that the Customer does not accept the changes foreseen, they have the right to cancel using of their Microaccount, by terminating the agreement in accordance to item 7 bellow, before the entry into force of the changes.

2. EASYPAY has the right to terminate the execution of transfers, the provision of a part of the services available for the Customer or to block immediately the Microaccount in any of the following cases:

2.1. Doubt of unlawful use of the Microaccount or its use for financial frauds including the case of a , received by Easypay or by the Operator for chargeback for payment made by a card or by Microaccount and registered on the Customer's Microaccount.

2.2. Upon received notification for blocking request due to doubts of loss, loss, theft, or another type of losing the means of access and identification data for access to the Microaccount under sub. 6.1-6.4, as well as a notification for unlawful use of the Microaccount from third parties.2.3. When the Customer violates with their actions the requirements of the legislation in force or the current terms and conditions.

2.4. On the initiative of EASYPAY and the Operator due to objective reasons related to the security of the the customized security features of the Customer on points 6.1.-6.4. from Section IV, reasonable doubts of unauthorized payment orders by the Customer on the Microaccount or fraudulent use of the Microaccount.

2.5. Automatically – upon entering wrong identification data a certain number of times.

2.6. In case of obscene behavior of the Customer and offensive attitude towards the employees of EASYPAY and the Operator, expressed in the use of vulgar words and expressions or gestures, insults on a racial, sexual, ethnic or religious basis, appeals to racial discrimination, ethnic or religious intolerance, sexual discrimination or violence, insulting descriptions of physical, intellectual or moral qualities towards the representatives and employees of EASYPAY and/or the Operator or any other behavior that violates good morals.

3. When the blocking has been initiated by the Customer, the Microaccount is blocked until the Customer presents the required by EASYPAY and the Operator identification data.

4. Blocking of the Microaccount does not lead to an immediate and unconditional termination of the contract between the Customer and EASYPAY.

5. EASYPAY AD has the right to unilaterally terminate Agreement under General terms of a Microaccount:

5.1. by a two-month notice sent to specified by the Customer address or by a notice sent to specified by the Customer email address.

5.2. unilaterally, without a notice, at any moment in case of violation, as well as a doubt of violation by the

Customer of the current terms and conditions, the applicable and relevant legislation in force of the Republic of Bulgaria including as a follow-up measure in cases of blocking of the Microaccount, under item 2.1, 2.3 and 2.6 of these General terms,

6. In case that EASYPAY blocks the Microaccount or terminates the agreement for the Microaccount of the Customer on the conditions of the current terms and conditions, the funds kept on the Microaccount of the Customer shall be transferred to a payment account, specified by the Customer or made available in cash to the Customer at an Easypay office.

7. The Customer has the right to terminate the contract and close the Microaccount unilaterally at any time. In such cases, the Customer is obliged to discharge fully of their obligations to EASYPAY, arisen from the use of the Microaccount.

8. Upon termination of the contract with the Customer and closing the Microaccount, irrespectively of the reasons for that, as well as the cases of blocking the Microaccount, EASYPAY has the right to deduct from the Microaccount all fees due by the Customer for services provided by EASYPAY, as well as costs, including and not only fines, compensations for damages suffered by EASYPAY caused by violations by the Customer of the current terms and conditions, payments executed by EASYPAY in relation to chargebacked payments, registered on the Microaccount of the Customer. In the event of a garnishment of the funds on the Microaccount, EASYPAY has the right to refuse the Customer's request to close it until the completion of the relevant proceedings, with the proper lifting of the garnishment by the authority that imposed it.

#### **VIII. Fees and Commissions.**

1. When executing payment operations by the Microaccount or receiving money on a Microaccount, the Customer owes fees in accordance with the current tariff of EASYPAY, which is an integral part of the current terms and conditions and is published on the Internet at the website of EASYPAY [www.easypay.bg](http://www.easypay.bg) and the Operator [www.epay.bg](http://www.epay.bg).

2. EASYPAY has the right to withhold on its own the fees and commissions due by the Customer for execution of payment operation made by the Microaccount, from the electronic money owned by the Customer on their Microaccount, in case the Customer has not paid them in another way. Thus the amount of the unused amount of electronic money owned by the Customer in their Microaccount shall be deducted with the amount of the fees.

3. If the fees due by the Customer have not been deducted at the time of execution of the payment operation by the Microaccount, EASYPAY has the right to deduct them subsequently, after the execution of the payment operation.

#### **IX. Reference information and reports. Amending transfers.**

1. The Customer has access to a reference of the payment operations and transfers received on the Microaccount at any moment through their customer profile at ePay.bg. Information on the executed payment operations is proved through the existing records in the system of EASYPAY and/or Epay about the date and time of obtaining the information by the Customer of the corresponding reference Customer

may receive notifications about every single payment operation via email, provided by the Customer in their profile at ePay.bg. When the payment order has been filed by the Customer through the means of security and identification on points 6.3. and 6.4. from Section IV, EASYPAY takes for granted that the Customer has been notified about the execution of the payment operation at the moment of its confirmation. EASYPAY may make available for the Customer references and/or statements of the transfers on their Microaccount through other means, in form and periodicity negotiated with the Customer, in which case EASYPAY has the right to collect fees in accordance with the Tariff of EASYPAY published on the website of the company [www.easypay.bg](http://www.easypay.bg).

### **Amending transfers**

2. The Customer has the right to initiate chargeback for executed operations, registered in the information on the previous point 1, by filing a written objection to EASYPAY within 14 days of the date on which the Customer has become aware of the execution of the payment operations.

3. EASYPAY amends the payment operation on request by the Customer only if notified by the Customer timely in compliance with the terms of point 2 from Section IX, and not later than 13 months from the date on which the amount of the chargebacked payment operation has been deducted from the Microaccount.

### **Operations performed by EASYPAY on its own**

4. In case of funds received on a wrong Microaccount due to a mistake made by a payment service provider, irrespective of whether the Customer is a sender or a beneficiary on the wrong transfer, EASYPAY on its own has the right to order the Microaccount to pay the amount of the wrong transfer and notifies the Customer for the corrections performed. When the Microaccount has been replenished as a result of a fraud, EASYPAY has the right on its own to debit the Microaccount with the corresponding amount and to execute a correctional transfer in order to refund the unlawfully received amounts on the account of the sender or on the account of the provider of the payment services of the sender, with which the Customer agrees unconditionally and irrevocably by accepting the current terms and conditions.

### **X. Challenges. Dispute resolutions.**

1. In case of an inaccurate execution or a failure to execute a payment operation, related to the electronic money owned by the Customer on a Microaccount, the Customer may submit a written objection to EASYPAY . All documents necessary for the dispute to be settled shall be attached to this written objection.

1.1. The date of receiving of the objection is considered to be the day of receiving by EASYPAY of all documents, proving its justification.

2. EASYPAY notifies the Customer in written about its decision on the objection within 14 days from the day of receiving of the objection by Easympay.

3. In case that the Customer does not agree with the decision of EASYPAY or does not receive such decision on their objection in the above mentioned time limits, they might forward the dispute to the Payment Disputes Cancellation Commission or to the competent Bulgarian court.



## **XI. Means of communication between the parties.**

1. The Customer communicates with EASYPAY and/or the Operator Epay AD through the following means:

1.1. In written form or by visiting the head office of EASYPAY or Epay, located at:

Sofia ZIP code 1000

16 Ivan Vazov, str.

1.2. By the phone numbers and/or email addresses, published at the website of EASYPAY – [www.easypay.bg](http://www.easypay.bg) and of the Operator – [www.epay.bg](http://www.epay.bg).

2. EASYPAY and Epay communicate with the Customer through the email address, phone number and postal address, provided by the Customer.

4. All written declarations and responsibilities, as well as the agreement, interpretation and application of the current terms and the applicable language is Bulgarian.

## **XII. Amendments of the terms and conditions and the tariff.**

1. EASYPAY may amend and add to the current terms and conditions at any time, as well to amend and add to the Tariff. The Customer – an individual shall be notified about such amendments and additions at least two months before the amendments and/or additions enter into force.

2. The notification is made available by EASYPAY through the website of EASYPAY [www.easypay.bg](http://www.easypay.bg) and/or the website of the Operator Epay [www.epay.bg](http://www.epay.bg) or in paper form at the offices of EASYPAY in Bulgarian language.

3. A two-month notice is not required and the changes are applied without prior notification in accordance with item 2 in the following cases:

3.1. When expanding the range of offered payment services;

3.2. When there are legally established conditions for changes or for security reasons in order to prevent financial fraud.

4. In case that the Customer does not notify EASYPAY in written form that they do not accept the amendments of the terms and conditions and/or the Tariff before the date on which the amendments enter into force, EASYPAY considers that the Customer agrees with the amendments of the terms and conditions and/or the Tariff and is considered to be bound by them.

5. In case that the Customer notifies in written form EASYPAY, that they do not accept the amendments before the date on which the amendments enter into force, the Customer has the right to terminate their Contract before the date on which the amendments to the current terms and conditions enter into force,

without being held liable for any expenses or compensations.

### **XIII. Processing of personal data.**

1. The Operator and EASYPAY are administrators of personal data in the meaning of Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data which entered into force on May 25<sup>th</sup> 2018., as well as the national legislation. EASYPAY and Epay process personal data alone or jointly with other payment service providers and system operators, determined by the LPSPS.

2. The data related to payments through ePay.bg as well as the Customer identification data are processed jointly by Epay and EASYPAY in accordance with the current terms and conditions.

3. Information about the purpose and reasons of processing of the Customer's personal data, time limits of their preservation, types of receivers of personal data, as well as the means of exercising the right to correct, restrict the processing of, and deletion of personal data is published on the website of the Operator - [www.epay.bg](http://www.epay.bg), and on the website of EASYPAY - [www.easypay.bg](http://www.easypay.bg) in their declarations of confidentiality and protection of the personal data.

The current terms and conditions enter into force on October 6<sup>th</sup> 2022. For issues not settled in these General Terms and Conditions, the General Terms and Conditions for Opening and Servicing Payment Accounts and Providing Payment Services of EASYPAY AD shall apply.