Cashterminal Wallet Agreement

Last amended: 06.08.2026

This Electronic Money Account Agreement governs your use of the payment services, electronic money, and other services in the Digital Wallet.

1. Legal relationship and service

1.1. This Agreement is entered into between the Customer (hereinafter referred to as "You") on the one hand, and "iCard" AD, with registered seat and management address at: Republic of Bulgaria, Varna, postal code 9009, "Mladost" district, Varna Business Park B1, UIC 175325806, licensed and supervised by the Bulgarian National Bank (BNB) as an electronic money institution, pursuant to the Payment Services and Payment Systems Act (PSPSA) (transposing Directive 2015/2366 on payment services and Directive 2009/110/EC on electronic money), with license No. 4703-5081/25.07.2011, entered in the Register of licensed electronic money institutions under Art. 19 of the PSPSA, maintained by the BNB, a full member of Mastercard, VISA (hereinafter referred to as "We" or "iCard" or the "Financial Institution"), having the right to provide electronic money and payment services.

The electronic money is issued by us as the Financial Institution, which opens and maintains an electronic money account for you. The electronic money balance in your electronic money account represents a claim against us as the Financial Institution that issued the electronic money.

Important: The electronic money issued by us does not constitute a deposit or an investment service within the meaning of the law, and you are not protected by a depositor compensation scheme provided by any of the competent authorities maintaining such compensation funds. You are not entitled to interest on the electronic money balance or on funds collected and held by us under this agreement.

1.2. Brief description of some of the more important definitions:

"Cashterminal Digital Wallet","Digital Wallet", or **"the Service"** is an electronic money and payment service that provides for the instant issuance and top-up of electronic money for secure transactions via Digital (for Android and Apple Pay), Virtual, and Physical Debit Cards, as well as payment services such as money transfers, including instant transfers to other users of the Cashterminal Digital Wallet, and other non-payment services.

"Cashterminal mobile application", or **"Cashterminal App",** or **"Cashterminal application"** means a FinTech mobile application for Android or iOS smartphones, providing access to the payment services, electronic money, and other services of the Digital Wallet.

"Account" means an electronic money account provided by us as a Financial Institution, with an individual IBAN for incoming and outgoing transfers.

"Authentication messages" means any messages containing one-time passwords, push notifications for transaction authentication or login to our web-based platform, 3D passwords, and other similar messages, which we may send you in order to establish whether a certain action is being carried out by you or by a person authorized by you.

"Balance" means the electronic money (monetary value) issued by us as a Financial Institution upon receipt of funds, in accordance with the terms of this Agreement.

"Virtual iCard" or **"Virtual card(s)",** which is accessible via the Cashterminal application and allows you to make payments online. You are entitled to hold a maximum of 5 (five) Virtual cards issued to your Account.

"Cashterminal Debit","Physical card", or **"Cashterminal Plastic",** which is a CHIP & PIN-based payment card bearing the logo of the Card Organizations and the logo of iCard and Cashterminal, issued by us for POS terminal payments and withdrawals, internet payments, and ATM withdrawals.

"Card Tokenization" means the technical process, initiated by you via the iCard Mobile Application, aimed at enabling a Visa or MasterCard payment instrument issued by us to be used via an NFC-capable hardware device as a Digital payment card, through our integration with a certain service provided by third parties, such as Apple Pay[1], Google Pay[2], and other similar services.

"3D Secure" means a specific personalized security feature applied to every online card transaction made at a virtual POS with a merchant supporting the 3D service.

"3D Merchant" means a legal entity that operates a virtual POS and complies with the 3D security standard, and which redirects each cardholder carrying out a transaction at the virtual POS to the corresponding 3D-secured portal of the card issuer.

"Period of Inactivity" means a period longer than 10 (ten) consecutive months during which you have not carried out a single Valid Transaction.

"Valid Transaction" means a payment transaction made from or to any of your active accounts, in an amount of not less than EUR 25.00 (twenty-five euros) or the equivalent of that amount.

1.3. You acknowledge and agree that, in order to successfully register for the electronic money Account and to make use of all its functionalities, you must complete the following steps:

1.3.1. Agree to the terms of this Agreement and all other legal documents (if applicable);

1.3.2. Download the Cashterminal Wallet mobile application, as well as agree to the terms of the License Agreement for the Cashterminal Wallet mobile application;

1.3.3. The protection of your personal data is of utmost importance to us. You must review and accept the Cashterminal Wallet Privacy Policy, which forms an integral part of this Agreement, in order to gain a better understanding of the actions we take to protect your personal data, as well as the conditions for using and disclosing your information by us;

1.3.4. Registration for the electronic money Account by entering valid and accurate information, such as your names, country of residence, and mobile phone number, which will be used for the Service;

1.3.5. Verification of your mobile phone number, in accordance with our instructions;

1.3.6. Successful completion of the customer identification and verification procedure, in accordance with our requirements, which are described in detail in this Agreement and our internal rules;

1.3.7. For use of a physical card: Completion of the card activation procedure, as indicated by us on the back of the card or in the iCard mobile application.

1.4. Issuance of cards. Once you have completed the steps described above, you will be able to take advantage of the following card issuance services:

1.4.1. One Virtual card in the currency of your Account is issued automatically and free of charge. A fee, specified in the tariff, will be charged for each additional Virtual card that you request to be issued to the Account. You are entitled to hold a maximum of 5 (five) Virtual cards issued to your Account.

1.4.2. You may be approved for the issuance of one Physical card with NFC functionality, which can be used for POS and internet purchases and cash withdrawals. A fee is due, in accordance with the Tariff, for each issued Cashterminal Debit payment card, as well as for each additional physical card issued, and you agree that it will be delivered to your address, for which purpose you must enter a valid address and you assume responsibility for receiving the card and activating it.

1.4.3. In order to use your Card(s), you must have and maintain a valid Account.

1.5. This Agreement shall take effect from the date of agreement to it, but not before we have determined you to be an acceptable person to use the Cashterminal Wallet service (the "effective date"). By clicking "I Accept" or "I Agree", where this option is made available to you by the Cashterminal Wallet mobile application, which expressions you hereby accept as your simple electronic signature, you express your consent and place your signature to the terms of this Agreement, and upon the performance of this act, it is deemed that an electronic document has been created and the Agreement has been duly signed by you.

1.6. A link to the Agreement will be provided to you via the Cashterminal Wallet mobile application during or immediately after the registration process, through which you will be able to download the Agreement in a printable format. A copy of the current Agreement, with any amendments that may be made periodically, will be provided to you in the Cashterminal Wallet mobile application. You may request to be provided with a copy of the Agreement, in which case a link to the Agreement will be sent to your registered mobile phone number for the service.

1.7. This agreement and all communications to you will be in the Bulgarian language.

1.8. You declare that you are registering for Cashterminal Wallet on your own behalf and are not acting on behalf of or for the account of a third party.

1.9. 14-day cancellation period: Within a period of 14 days after the conclusion of your Agreement, you have the right to withdraw from your Agreement by closing your Account. We will return the available funds to a payment account in your name. You may notify us of your wish to close your Account via your Cashterminal Wallet application or by calling our contact center. In case this 14-day period has expired, you may still close your Account in accordance with Section 13 of this Agreement.

2. Eligibility for the Service. Age restrictions. Identification and verification

2.1. In order to be eligible for the Cashterminal Wallet Service offered by iCard, including the payment and electronic money services, you must (i) be at least 18 years of age; and (ii) be established in the Republic of Bulgaria; and (iii) you must meet all our eligibility requirements for access to the service related to risk and AML, and must not be present on any blacklist or sanctions list in relation to money laundering/terrorist financing, officially published and announced by the Regulators, nor be present on blacklists (or similar) of card fraudsters. Please note that delivery of physical Cards issued to your Cashterminal Wallet bearing the logo of the Card Organizations is only possible within the territory of the Republic of Bulgaria.

2.2. Identification and verification: We have a statutory obligation to identify and verify your identity in accordance with applicable legislation on anti-money laundering and counter-terrorism financing measures, internal procedures for the implementation of these measures, as well as the procedures and applicable rules of the Card Organizations. Such measures may include video or selfie identification and verification, use of software, verification of documents or information in official databases or with independent sources provided by international organizations, requesting additional information, and other similar measures.

2.3. At our discretion, you may be permitted to use only part of the Service, such as loading electronic money subject to certain limits, POS purchases with a Virtual card subject to certain limits, etc. You agree that these limits are imposed by statutory requirements and may be subject to amendment in accordance with a change in the legislative framework, of which you will be notified as soon as this becomes possible or permitted by law.

2.4. In case you are successfully verified by us, your Account will be activated with standard limits for the Service. Notwithstanding the above, we may at any time require additional information as a condition for your continued use of Cashterminal Wallet. You agree to provide such information as we may require without undue delay. The limits of your Account and your Card are set out in the corresponding Limits section of the Cashterminal Wallet mobile application.

2.5. For legislative reasons, or for risk management or security considerations, we may impose or change the limits unilaterally and without your consent, of which we will inform you via the Cashterminal Wallet mobile application, unless we are legally entitled to notify you in certain cases. We have the right, at our sole discretion, to decide whether to change the limits following a customer request for a change of limits, and we will not be liable in the event of a refusal in connection with such a request. Transactions or operations for loading the Account, or receiving funds, or POS purchases or transfers, that may exceed the set limits, will not be executed.

2.6. When registering for the service and during the term of this Agreement, you are obligated to provide us with current, complete, and accurate information, in accordance with our instructions, and to keep the relevant information as up to date and accurate as possible throughout the entire period of use of the service. In case of any change in the information provided by you, you agree to promptly update the relevant information in the relevant places in the Cashterminal Wallet mobile application.

3. Loading the Account and receiving funds

You may purchase or receive electronic money in the following ways, as permitted by the Cashterminal Wallet service.

3.1. Loading your Account with a Linked card:

3.1.1. You may decide to register a valid card (Linked card), of which you are the cardholder and which is to be used to fund the purchase of electronic money. The Linked card may be used for an amount determined by you, as well as for an amount determined by us, in cases where such is necessary for crediting your Account in order to carry out a payment transaction or to pay fees under this Agreement. By adding a Linked card, you agree that we may use the Linked card for Account loading operations, that a loading operation duly ordered in accordance with the rules of this Agreement cannot be cancelled once duly ordered, and that we have the right to verify the good standing of the Linked card with the Financial Institution or Issuer that issued the card, including but not limited to via the Linked card verification procedure or otherwise. The limits for loading via a Linked card are available in the Cashterminal Wallet mobile application. You may change the limits in the manner permitted by us, by successfully completing the Linked card verification procedure, which you can find in your Cashterminal Wallet mobile application.

3.1.2. We will store the information you provide, such as the Linked card details, and will process loading transactions through the relevant Card Organization. You agree that the Linked card details will be used by us to:

a) debit or charge fees to the Linked card for the purchase of electronic money and/or the processing of a loading operation, including all related fees, as applicable;

b) debit or charge fees to the Linked card for the processing of all payments for which you are to be charged with any other type of fees or costs, on the basis of this Agreement or the use of the Service, including subscription or similar fees. You hereby agree that, in case the electronic money Balance in your electronic money Account is negative, we shall have the right to automatically debit any Linked card in the amount necessary to restore the balance to zero, and you understand and agree that this may result in certain fees being charged, as described in the Tariff;

c) credit your Linked card, upon express request and consent from us, and also in other cases of a payment operation being reversed, or in other cases of a reversal of a payment or a refund, in the amount that may be necessary to carry out the cancellation of the loading operation or the payment transaction, or for the refund of amounts via the Cashterminal Wallet mobile application.

3.1.3. If you decide to register several Linked cards, you must select their order of priority, which we will follow during a loading operation. You must choose the order for debiting your Account from the available Balances or from Linked cards. Through the Service, you may activate and subsequently deactivate the functionality for automatic loading of your Account from the Linked Card for the purpose of paying at a physical POS or a virtual POS (online), in which case no corresponding loading fee will be charged for the loading. In order to activate this functionality for you, we may impose requirements for verification of the Linked card, as well as other additional conditions. If you activate this functionality, you (1) may not dispute the loading operation, and (2) must accept that if the Linked card cannot be debited for any reason and you have a sufficient balance in your Account, your Balance may be debited for the execution of the payment transaction.

3.2. Loading your Account by bank transfer: In order to load your Account by bank transfer, you must be fully identified and verified by us and must have been provided with the IBAN code of your Account, which you can see in the Cashterminal Wallet application. You or the remitter must then order a credit transfer from a bank account to your iCard Account, indicating the IBAN and BIC codes provided by us. Upon receipt of the transfer amount, we will issue electronic money in the same amount and currency as the amount and currency received by us, on the same business day as the date of receipt of the funds. We are not liable for and do not control when we will receive funds from your payment service provider, and whether your payment service provider or correspondent banks will charge you fees for the transfer of funds, nor whether they will transfer the full amount to us. You will be notified via the Cashterminal Wallet mobile application, in the "Balance" and "Transaction History" sections, of the amount of electronic money issued, as well as the date of the loading transaction.

3.3. Funding with cash. Your Account may be funded by a cash deposit (depositing cash into a payment account), unless we have expressly prohibited/restricted this option, in the manner set out below in item 3.10, via a Cashterminal device or via one of our ATMs (iCard ATM) located within the territory of the Republic of Bulgaria, in accordance with the limits in the Cashterminal Wallet tariff. A list of the locations of our ATMs is available in the Cashterminal mobile application. A fee is charged in accordance with the Tariff for funding your Account via cash deposit.

3.4. In order to receive the amount into your Account, you must provide the correct number of your Account and/or the correct IBAN, BIC, as well as other Recipient (your) Account details, in the manner indicated in the Cashterminal Wallet mobile application. The limits for loading by bank transfer are specified in the Cashterminal Wallet mobile application.

3.5. You agree that we may impose various restrictions on the amounts of electronic money purchased, as well as reject transfers from certain payment service providers in connection with compliance with applicable legislation or due to risk-related measures.

3.6. The value date for the Recipient's account (your Account), as well as the amount of an incoming transfer, will be available no later than the Business Day on which the amount of the financial transaction was credited to us, unless we are legally required to withhold a certain transaction for reasons related to anti-money laundering measures or other risk.

3.7. A loading operation via any of the various loading methods may be rejected or restricted by us for regulatory reasons, risk and security rules, or in order to avoid a conflict on our part between different services you use, or on another basis, and may also be rejected or delayed for reasonable reasons beyond our control. We cannot guarantee the acceptance of any particular loading method and may modify the terms or terminate them entirely at any time by sending you the notice provided for in these terms.

3.8. You agree that you cannot dispute a loading operation on the grounds of "goods not delivered" or similar, since the purchased electronic money (the purchased goods) is issued (delivered) by us upon receipt of funds.

3.9. Receiving money: Your Account may be loaded with electronic money upon receipt of money from your other accounts or services that you use within our system, as well as from other bank accounts. In order to receive money from another customer's Account within our system, you must provide the Payer with your registered Cashterminal Wallet email address, or your registered Cashterminal Wallet mobile phone number, or your Account number, which you can find in the Cashterminal Wallet mobile application.

3.9.1. Your electronic money Account may be loaded with electronic money upon receipt of money from a third party included in the list in your Cashterminal Wallet, in case you have previously selected this method of receiving funds in your online profile with the third party, and it has confirmed the amount payable to you, and by following our steps and instructions in your Cashterminal Wallet. In order for your electronic money Account to be loaded with cash funds from a third party included in the list in your Cashterminal Wallet, it is necessary for you to expressly request receipt of the relevant amount from that third party and to confirm its receipt in your Cashterminal Wallet, incl. by selecting the "Online Payout" button in your Cashterminal Wallet. Your electronic money Account cannot be loaded with cash funds payable by a third party included in the list in your Cashterminal Wallet, to a person other than you. The terms for using your profile with a third party included in the list in your Cashterminal Wallet, incl. receiving funds from it, are subject to a separate agreement with the relevant third party, to which We are not a party and for which we bear no liability.

3.10. Funding with cash via a Cashterminal Device: Your Account may be funded with cash (only in euro, EUR) at Cashterminal devices located within the territory of the Republic of Bulgaria. A list of the locations of Cashterminal devices is available in the Cashterminal mobile application. To do this, you must select the Cashterminal button in the "Load Funds" menu of your Account, where you should indicate the amount you wish to load. The application will generate a thirteen-digit code (Cash Code), with which you should visit a Cashterminal device of your choice. At the Cashterminal device, you should select the menu with the Cashterminal Wallet logo, where you should enter the Cashcode generated by the Application. Once generated, the code has a validity period of 10 minutes. The terminal will confirm the validity of the code, as well as the amount you have requested for funding, after which you should insert banknotes of the corresponding value you have requested into the device. Upon a successful operation, the amount will be credited to your Account, and the device will issue a receipt.

Limits: When loading funds via Cashterminal, the limits for cash funding applicable to your Account apply. The amount you request for loading when generating a Cash Code may not exceed these limits.

In case you insert banknotes into the device in an amount greater than that previously requested when generating the Cash Code, we will treat this as a request to load the corresponding, larger amount, and will credit your Account with the amount actually inserted into the Cashterminal device, up to the applicable limits. For the amount that is inserted into the device but exceeds the applicable limits for loading funds into your Account, iCard does not issue electronic money.

WARNING: Cashterminal devices do not give change. In case you insert banknotes for an amount exceeding the limits allowed for your Account, or in case of a failed operation due to unsuitable banknotes, power supply issues and/or connectivity of the device while the operation is being carried out, or any other problem of a technical nature, the device will not be able to return the banknotes already inserted into it. By generating a Cash Code in the Cashterminal Wallet application, you understand and agree that the return of change or damaged banknotes is carried out by the Cashterminal team in accordance with their procedures. Contact details for the Cashterminal team are clearly indicated on and around the device.

A fee is withheld by us for the loading of cash funds at Cashterminal devices, in accordance with the Cashterminal Wallet tariff.

4. Sending money:

You can make money transfers through the Cashterminal Wallet service in the following ways:

4.1. Sending money to Cashterminal Wallet Account holders (Send Money): You can send money via Cashterminal Wallet to other customers who are registered for Cashterminal Wallet. In order to send money via the Send Money functionality, you must use the correct email address of the Recipient registered with Cashterminal Wallet, or the correct mobile phone number that the Recipient has registered for Cashterminal Wallet, as well as submit a correctly completed payment order via the Send Money functionality. The limits for sending money are available in the Limits section of your Account. Persons who are registered for Cashterminal Wallet but have not yet completed their identification and verification may not be able to receive the funds sent by you that exceed the statutory limits. In such cases, the transaction will not be executed at all.

4.2. Sending money to a payment card:

You also have the option to send money to persons who are cardholders of a VISA or Mastercard payment card via the Send Money to a Payment Card functionality, subject to compliance with all terms of this agreement.

You can send money to a payment card only if the recipient has a VISA or Mastercard payment card issued by an issuer established within the territory of the European Economic Area (EEA).

The fees and limits applicable to Sending Money to a Payment Card are described in the tariff for the Cashterminal Wallet service.

When using this functionality, you must enter the exact details of the recipient's payment card to which you wish to send money, such as the PAN, the cardholder's name correctly spelled as indicated on the card, the recipient's address, as well as other data that may be requested by us via the Cashterminal Wallet mobile application.

When you use this functionality, the transfer amount, as well as all applicable fees, are debited from your Account, and the Recipient's card is credited with the corresponding amount.

5. SEPA credit transfers, International, Domestic transfers, and SEPA direct debit

5.1. SEPA credit transfers: Subject to compliance with all terms of this agreement, you may make, through the Cashterminal Wallet service, outgoing transfers from your Account, for which We will perform currency conversion at the rate specified in the Cashterminal Wallet, of the relevant amount specified by you in euro currency (for which you pay a corresponding fee, as specified in the Tariff), to any SEPA-accessible euro bank account maintained in an EEA country. We will execute valid payment orders for such transfers in accordance with European Union legislation on SEPA credit transfers. In order to submit a valid payment order for a SEPA credit transfer, you must provide us with the complete and correctly spelled name of the recipient, the correct IBAN in euro of the recipient, maintained in a SEPA country, as well as the BIC code of the recipient's (recipient's bank's) payment service provider that is accessible for SEPA transfers, available in the Cashterminal Wallet application. We will not send a credit transfer in euro to a payment service provider in the EEA that is not accessible via the SEPA payment system, in accordance with the rules of Regulation (EU) No 260/2012.

i) SEPA Instant credit transfers: Subject to all the terms of this agreement, and in particular those regarding the SEPA transfers above, you may send SEPA Instant credit transfers via Cashterminal Wallet. Unlike other money transfers, orders for SEPA Instant credit transfers are accepted instantly and therefore cannot be cancelled once sent to us.

5.2. You may take advantage of the option to execute SEPA Direct Debits, where you act as the payer, via your Account, in order to create the ability for recipients of your payments to send requests and accordingly debit amounts from your Account. In order for such a debit to be executed, the recipient of your payment(s) must provide their payment service provider with a valid SEPA direct debit mandate for the debiting of your Account, signed or otherwise confirmed by you. We will execute requests for the debiting of your Account via this method only if the latter are made in the manner prescribed in the SEPA Direct Debit Core Rules, available on the website of the European Payment Council. Because the terms regarding this debit may vary depending on the relevant situation, you may ask us about the specifics related to the moment of acceptance of the SEPA direct debit, the conditions for its withdrawal, as well as the maximum time for execution of the relevant debit, by sending us a message to support@icard.com. Please note that Cashterminal Wallet does not currently allow the execution of SEPA direct debits in which you act as the recipient of the payment.

6. Payment orders for transfers

6.1. You may make payment orders for sending money via the "Send Money" functionality or via an outgoing bank transfer. You bear full responsibility for the proper submission of the payment order and for providing complete and accurate information about the recipient of the transfer.

6.2. You may make payment orders for sending money to fund your online profile with a third party included in the list in your Cashterminal Wallet, by following our steps and instructions in your Cashterminal Wallet. You may make such a payment order only if you already have a registered profile with the relevant third party included in the list in your Cashterminal Wallet. You may not fund the profile of another person, other than yourself, with funds from your Cashterminal Wallet Account. The terms for using your profile with a third party are subject to a separate agreement with the relevant third party, to which We are not a party and for which we bear no liability.

6.3. You may make payment orders to settle your obligations to third parties included in the list in your Cashterminal Wallet, by following our steps and instructions in your Cashterminal Wallet, incl. You may make payment orders to pay your public obligations for local taxes and fees to the municipalities included in the list in your Cashterminal Wallet.

6.4. Receipt and irrevocability of the payment order: By pressing the "I Confirm" or "I Agree" button in your Cashterminal Wallet mobile application, where this is required by us, and after entering the one-time password (OTP) or another secure code to confirm the transfer order (incl. fingerprint), you confirm that you are making an irrevocable payment order to us to carry out the payment transaction and to debit your Account with the transfer amount, together with all applicable fees. Once confirmed, an order that we have duly received cannot be withdrawn.

6.5. We will execute your ordered payment provided that you have a sufficient Balance in your Account to cover the transfer amount, together with all fees due. We will refuse to execute a certain transaction if the necessary availability of electronic money in the relevant currency is lacking, or if we have grounds to believe that the payment order was submitted by an unauthorized person, or that the transaction is fraudulent, unlawful, or in breach of this Agreement or in breach of another law or regulation.

6.6. We will not execute and will not credit your Account with the amount of a payment order that is made from or to a payment service provider that is not established in a country included in the list of countries to/from which we process transfers. This list may be accessed at the following link. In case you receive a transfer from a country that is not included in the above-described list, we will return the relevant transfer, and this may result in the imposition of fees by the payer's payment service provider.

6.7. Payment transactions initiated by or through the recipient. We will execute a payment transaction initiated by or through the recipient, in accordance with the consent given by you to the recipient's payment service provider. In case the amount of the transaction is not clear at the time consent is given, you may be provided with the option to agree that a certain amount be blocked for the purposes of executing the transaction in question. In case you have agreed to such a block, we will unblock the amount at the moment the transaction is initiated by or through the recipient.

6.8. Deadline for execution of duly submitted payment orders for money transfers:

6.8.1. Sending money to Cashterminal Wallet Account holders (Send money) – We will normally provide the funds to the Cashterminal Wallet user (the recipient) immediately after you make a transfer via the Send Money functionality. In all cases, the transfer funds will be available to the recipient within the same day the duly completed payment order is submitted.

6.8.2. Sending money to a payment card – Payments to a payment card usually arrive at the recipient's payment service provider within a few minutes after you carry out the transfer to the payment card. In any case, the transfer funds will be sent to the recipient's payment service provider and available to the recipient no later than the end of the Business Day following the day on which the order was received by us. The exact moment the recipient receives the money depends on the arrangements between them and their payment service provider.

6.8.3. Deadline for execution of SEPA credit transfers and SEPA Instant credit transfers.

SEPA credit transfers: We will execute the order and credit the account of the recipient's payment service provider with the transfer amount no later than the end of the business day following the day on which we received the order for execution of the transfer from you. Receipt of the funds by the recipient of the transfer depends on the arrangements between them and their payment service provider.

SEPA Instant credit transfers: SEPA Instant credit transfers will be executed by us no later than 5 (five) minutes after receipt of a correctly submitted order for such a transfer, but no later than the end of the day on which the order is received.

6.8.4. Deadline for execution of Money Transfers in local currency: Payment orders for money transfers in the local euro currency will be executed no later than the end of the business day following the day on which we received the order for execution of the transfer from you. Receipt of funds by the recipient of the transfer depends on the arrangements between them and their payment service provider. You understand and agree that we may set other deadlines for the execution of Domestic money transfers, of which you will be notified in your Cashterminal Wallet. ## 7. Card Payment Operations:

7.1. The payment order executed with a Card will be received by us in electronic form. Your consent to carry out a payment transaction with the Card becomes irrevocable from the moment you present the Card or your smart device or accessory with activated NFC functionality for the execution of the transaction, and:

7.1.1. the chip or magnetic stripe of the Card, or the NFC chip of your smart device or accessory, is read by an ATM (where applicable) or a POS device and a valid PIN is entered (with the exception of contactless payments for small amounts, specified in the Limits Section of the Cashterminal Wallet mobile application) and/or you or the authorized Cardholder sign the receipt printed by the POS device; or

7.1.2. by providing the card and inserting it into the terminal and having the chip read by a self-service terminal; or

7.1.3. by entering the Card details, such as the 16-digit number, expiry date, or CVC2 code online; or

7.1.4. by providing the supplier of goods or services with the card details (number, expiry date, CVC2) and authorizing them to use it for payment for the relevant service by fax, telephone, or another communication device. In case of contactless payments for small amounts, for which entry of a PIN is not required under the Card Organizations' rules, your consent for the execution of a payment operation with the NFC chip becomes irrevocable when you present your mobile phone to the POS terminal and enter the PIN code for the Cashterminal Wallet application.

7.2. A Card that is personalized with your name as the Cardholder, or an NFC Card in your phone or accessory, must only be used by you. A physical card that is not personalized with your name as Cardholder, if this is available as a service in Cashterminal Wallet, may be used by you or by third parties to whom you have provided the Card or given access to it, for which you bear full responsibility.

7.3. The limits for card payments, including those made via an NFC-capable hardware device, are specified in the corresponding Limits section of the Cashterminal Wallet mobile application. In order to minimize the risk of losses and/or unauthorized transactions, you should set more restrictive spending limits via your Cashterminal Wallet mobile application, by managing the security features of your payment instruments in the ways permitted in the Cashterminal Wallet mobile application. A request to block and unblock a Card may be made by you in your capacity as the Cardholder.

7.4. You understand and agree that in certain cases, when you carry out a cash withdrawal or deposit operation with your physical Card at an ATM terminal or at a POS terminal, we or the service provider maintaining the terminal may charge you a fee for the transaction. When we have set an ATM deposit fee, we will inform you of this. You understand and agree that we cannot control the amount of this type of fee when it is set by persons other than us, nor can we prevent its application or influence it in any way. We are not liable for fees set by other service providers.

7.5. Card Tokenization

7.5.1. You may use your physical Card or Virtual card by adding the corresponding Physical or Virtual card to certain types of wallets provided by third parties (e.g., Apple, Google, which support Apple Pay or Google Pay respectively) and following the steps to activate the relevant service, as described in the Cashterminal Wallet application.

7.5.2. The use of your physical Card or Virtual card via these wallets is subject to a separate agreement between you and the relevant third-party provider that provides the wallet. We will not be liable for any obligations assumed by these third parties toward you, nor for any matters related to the technical functioning or security of the wallets provided by them.

Third-party providers of the aforementioned wallets may make changes to them at any time, as well as cease to provide their services. You should inform yourself about the terms of use of the relevant wallets provided by third parties.

7.9 Click To Pay

7.9.1. Your activated Visa card (physical/digital/virtual), issued to your Cashterminal Wallet, has the Visa Click To Pay functionality.

7.9.2. Visa Click To Pay is a standard functionality of your Visa card for online payment (online checkout), which allows you to pay merchants who have implemented the Click To Pay online payment option, with a single click, using stored payment data without the need to manually enter your card details.

7.9.3. The Visa Click To Pay functionality of your Visa card is automatically pre-activated.

7.9.4. In case you do not wish to use this functionality of your Visa card, you can remove this functionality for any or all of your Visa cards at any time via your Cashterminal Wallet, in the "Settings" menu for the relevant card, by following the instructions in your Cashterminal Wallet.

7.9.5. You can reactivate this functionality for any or all of your Visa cards at any time via your Cashterminal Wallet, in the "Settings" menu for the relevant card, by following the instructions in your Cashterminal Wallet.

7.9.6. In case this functionality is not activated for your Visa card and you use your Visa card to pay online with a merchant who has implemented the Click To Pay online payment service, you may submit a request to activate the Click To Pay functionality, after you have entered the card details and successfully completed the online purchase, by following the instructions on the website where you are shopping and those in your Cashterminal Wallet.

7.9.7. In order to use Visa Click To Pay on your Visa card (when the functionality is activated) for online payment (online checkout), you must submit a request by entering your registered email address or your mobile number registered for the Service. You are obligated to check and update your email and mobile number registered for the Service, to which your Visa cards are linked.

After successful verification of your request, your card details will be displayed (with a hidden PAN number) in the card field on the website of the relevant merchant that has implemented the Click To Pay online payment service, and will be ready for use for the online payment.

You have the option to choose which of your cards, for which the Visa Click To Pay functionality is activated, is to be used to carry out the payment, by selecting the relevant card and pressing the payment button with the Visa card you have selected. These terms apply in case you choose to make the payment with a Visa card issued by us. Confirmation of the payment via additional authentication (in-depth identity verification) will be required. Once the authentication has been fully completed, the transaction will be executed.

7.9.8. The Click To Pay service cannot be used in case:

- Your Account and/or your Visa card is blocked for any reason, incl. when you have blocked/frozen it, or

- Your Visa card is not activated.

7.9.9. Although Click To Pay facilitates the transaction between you and the merchant with whom you are shopping, Visa and we are not a party to that transaction, and the payment to or from the merchant in connection with your use of the Click To Pay service, including the purchase of goods or services, is a relationship solely between you and the relevant merchant.

7.9.10. Since We participate in the provision of the Click To Pay service and automatically activate the Click To Pay service for your Visa cards, you will not be granted access to the service directly provided by Visa's Click To Pay. In case you attempt to register for the Click To Pay service offered by Visa and agree to the applicable general terms and conditions for the Click To Pay service offered by Visa (whether via Visa's website or when paying online on a merchant's website), this will not create a legally binding agreement between you and Visa. Without prejudice to the above, Visa has the right to share with us any information that you have provided while attempting to register for Visa's Click To Pay service, in order to ensure the appropriate and well-organized provision of services.

7.9.11. Visa, merchants, and other third parties may use and share information about you and/or transaction information, including (but not limited to), to complete the transaction, to determine whether you are eligible to receive benefits related to the card or its functionalities (if applicable), or for other purposes in accordance with the applicable privacy policy.

7.9.12. The Click To Pay service is available to you solely in your capacity as an individual cardholder of a Visa payment card issued to your Cashterminal Wallet, and solely at Visa's discretion.

7.9.13. In connection with the use of the Click To Pay service, various authentication methods via your personal device may be available, such as fingerprints, facial recognition, and/or a password for your personal device (access passwords). You understand, confirm, and agree that:

- the use of access passwords for your device is governed by your agreement with the manufacturer of your device; and

- information about your fingerprints, facial recognition, and/or access password for your device does not leave your device; and

- you can choose whether to allow Visa to use access passwords for each payment transaction; you can at any time deactivate the use of access passwords in connection with the Click To Pay service, by removing the Click To Pay functionality for the relevant Visa card from the "Settings" menu for the relevant card, by following the instructions in your Cashterminal Wallet.

7.9.14. When using the Click To Pay service, you are obligated to comply with these terms, applicable legislation, rules, and the instructions we give you.

By accepting these terms, you confirm and agree that:

- you will use the Click To Pay service only in a lawful manner and for purposes permitted by law;

- you will not violate, interfere with, nor in any other way abuse the security or process(es) of the Click To Pay service or any part of it;

- you will not attempt to gain unauthorized access to the Click To Pay service or parts thereof that are restricted and not publicly available;

- you will not use the Click To Pay service in any way that could be considered improper and/or defamatory, offensive, vulgar, hateful, harassing, extremely indecent, blasphemous, threatening, invasive of privacy, or in violation of the rights of third parties;

- you will not reproduce Click To Pay in any way, nor will you store or include Click To Pay in any retrieval systems, electronic, mechanical, or otherwise;

- you will not copy, imitate, clone, rent/lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer, or transfer the Click To Pay service or any part of it;

- you will not use any device, software, or program to disrupt or attempt to disrupt the normal functioning of Click To Pay and/or take any action which, in Visa's sole discretion, places an unreasonable or disproportionately large burden on the Click To Pay system.

In case of a breach of any of the above obligations and/or failure to comply with our instructions for the use of Click To Pay and/or in fulfillment of Visa's instructions, we have the right to terminate the provision of the Click To Pay service.

7.9.15. Visa may change, discontinue, modify, and improve the Click To Pay service at any time, of which you will be duly notified. In case you do not expressly opt out of using the Click To Pay service in connection with such a change, we consider, in our relations with you, that by using Click To Pay after the introduction of the relevant change/modification/improvement of the service, you accept and agree to the relevant change/modification/improvement of the Click To Pay service.

7.9.16. In case you do not agree with the terms of the Click To Pay service and/or their amendments, you must not use the Click To Pay service. You have the right at any time to terminate or opt out of using Click to Pay for one or several, or for all of your Visa cards issued by us, to your Cashterminal Wallet, in the manner indicated above.

7.9.17. We will not provide you with, or will discontinue providing you with, the Click To Pay service, in case Visa, at its discretion, determines that this service should not be provided to you or that the provision of the service to you should be discontinued (temporarily or permanently).

7.9.18. Visa has the right to review and change the eligibility of the relevant payment method with regard to your ability to use the Click To Pay service.

7.9.19. Under no circumstances and on whatever basis of claim, incl. for negligence, will Visa and its affiliated companies, as well as their respective officers, directors, customers, members, employees, and authorized representatives (collectively referred to as "Visa parties"), be liable for any damages, claims, or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive, or exemplary damages), regardless of how they were caused or their legal nature as a type of liability, arising from or in connection with the Click To Pay service, even if a Visa party has been warned of the possibility of such damages, claims, or losses;

7.9.20. Without prejudice to the above, the cumulative liability of the Visa parties to you in connection with any claim, regardless of the basis, is limited to the lesser of the two amounts: (a) the loss actually incurred by you, or (b) 100 (one hundred) USD or the equivalent of this amount in local currency. Nothing in these terms excludes the liability of the Visa parties for (a) death or personal injury caused by their negligence; (b) fraud or fraudulent misrepresentation; or (c) any case in which it would be a violation of the law to exclude or limit Visa's liability, incl. it would be a violation of the law to even attempt to exclude or limit Visa's liability.

7.9.21. The above limitations do not exclude or limit iCard's liability under the applicable legislation in the field of payment services.

7.9.22. Availability of Click To Pay. We strive to provide full service at all times, but we do not guarantee this. We will not be liable to you for the absence of Click To Pay or another malfunction due to extraordinary or unforeseeable events beyond our control, the consequences of which would have been unavoidable despite all our efforts; or our obligation to comply with all other requirements of applicable law.

8. Refusal, cancellation of unauthorized transactions, and cancellation of incorrect payment orders

8.1. When we refuse to execute a payment order, the refusal and, where possible, the grounds for it, as well as the procedure for correcting the factual errors that led to the refusal, will be communicated to you, unless this is prohibited by applicable European or national legislation. We will notify you via your Cashterminal Wallet as soon as possible. We have the right to charge a fee for providing additional information for such notification, in case the refusal is objectively justified.

8.2. You are obligated to notify us immediately and without delay via the Contact Center's contact numbers, in case of loss, theft, misuse, or unauthorized use of the Personalized Security Features and/or the Card(s), as well as to take all necessary preventive and protective measures permitted by iCard or by us to limit the risk and damages.

8.3. Liability for transactions initiated by payment initiation service providers. Where you have made a payment order via a payment initiation service provider, we will refund the amount of the transaction in case the transaction was not carried out or was carried out incorrectly. In cases where the transaction was incorrectly executed, we will restore your Account to the state it would have been in had the incorrectly executed transaction not been carried out.

8.4. Liability for transactions initiated by or through the recipient. In cases where your Account has been debited with an amount in connection with a transaction initiated by or through the recipient, you will have the right to request that we refund the amount charged. We will refund the amount in question to your Account with a value date no later than the date on which it was debited, or we will provide you with the grounds for our refusal to refund, as well as information about your right to object before a relevant competent authority, no later than 10 business days, counted from the receipt of your request. In case your transaction is not related to a Direct Debit, within the meaning given in Regulation 260/2012, we will refund the full amount, provided all of the following conditions are met:

8.4.1. the amount of the transaction was not specified or known to you at the time the transaction was ordered:

8.4.2. the amount of the transaction exceeds the expected amount, taking into account previous expenses for similar operations charged by the recipient, or based on your arrangements with the recipient. This shall not apply in cases where the difference in the transaction amount is due to currency exchange fees or similar.

8.4.3. Deadline. You may request a refund of the transaction amount within 56 days, counted from the date your Account was debited, by providing documents proving the above circumstances.

In cases where consent for the transaction was given directly to us, and, if applicable, the recipient or their payment service provider have provided you with information about the transaction at least 28 days before its execution, you will not have the right to request a return of the transaction initiated by or through the recipient.

8.5. You understand and agree that in case you use the option to pay amounts via iCard Checkout or another similar option provided by a merchant integrated to accept payments via an internal transfer within iCard AD's systems, you will not have the right to carry out a dispute (incl. a chargeback) via the Card Organizations, on the grounds that the transaction does not represent one carried out via an issued card. All disputes arising from such transactions (via such a checkout) will be resolved under the rules of this agreement and the applicable legislation regarding non-card payments (money transfers).

8.6. When you receive a payment, you are liable to us for the full amount of the payment, including any fees, in case it is subsequently cancelled, regardless of the reason for the cancellation. In addition to any other type of liability, in case of a cancellation, or in case you lose a dispute or claim, you will owe us an amount equal to the amount of the cancellation, or of the claim and the applicable fees under the Tariff, and other costs related to the cancellation or the claim. We have the right to debit your Account in order to recover any amounts and fees owed by you, in connection with a cancellation or a dispute or claim, immediately and without the need for prior notice.

8.7. You agree that in case the payment transaction is not approved for any reason, or in case the Merchant wishes a full or partial refund of the amount, the following rules will apply:

8.7.1. Cancellation or Refund of the full transaction amount - the transaction amount is refunded in the original currency; or

8.7.2. Partial cancellation or partial Refund of the transaction amount - the amount subject to cancellation or refund is refunded in the currency of the transaction; or

8.7.3. In case the payment was made with a Card by debiting a linked card - the amount subject to cancellation or refund is refunded in the currency of the Card; or

8.7.4. In case the payment was made with electronic money by debiting a linked card - the amount subject to cancellation or refund is refunded to your linked card, if possible, and if not, the refund is made to your Account in the currency of the transaction.

8.8. In case we have reasonable suspicions or receive information about fraud or payments with stolen or counterfeit cards, or about unauthorized card transactions, or other irregularities in connection with your use of Cashterminal Wallet, from third parties, such as the Card Organizations or another Regulator, or card issuers or acquirers, or a credit institution through which we execute transfers, we have the right to withhold or block all amounts in your Account, including in accounts that may reasonably be assumed to be related to your Account, and to initiate an investigation without notice to you or other third parties. You are obligated to provide us with assistance and to provide us with any requested information related to such suspicions of fraud or unauthorized transactions. We will carry out an internal investigation within a reasonable time and will inform you of its outcome, except in cases where this is prohibited by law. You acknowledge and agree that in certain cases of violations, we may be obligated to provide information about you to the registers of the Card Organizations or other regulators, and to terminate the provision of the Service, for which we will bear no liability.

8.9. Dispute in case of a merchant dispute (chargeback). The provisions of items 8.9 - 8.16 apply to disputes with a merchant regarding the delivery, quality, return, or cancellation of goods or a service, as well as regarding a refund not made for a transaction carried out with a Card. They do not apply to transactions that are not card transactions, including those specified in item 8.5 above.

8.10. You must first attempt to resolve the dispute directly with the merchant. If this is not successful, you may ask us to assess whether to initiate a chargeback procedure in accordance with the rules of the relevant Card Organization, by providing us with complete, accurate, and consistent information and all requested evidence. The initiation and outcome of the procedure are not guaranteed.

8.11. We may refuse to initiate or may discontinue the procedure when, based on the available data, we have objective grounds to doubt the validity or good faith of the request. Such grounds may in particular be:

8.11.1. false, incomplete, or contradictory data or documents;

8.11.2. inconsistencies regarding the person who made the purchase, the profile with the merchant, the recipient, or the delivery address;

8.11.3. repeated or related transactions and disputes indicating abuse, coordinated actions, or double refunds;

8.11.4. lack of sufficient evidence for the merchant's alleged failure to perform;

8.11.5. lack of cooperation on your part, including failure to provide the requested data and documents within the time period specified by us; or

8.11.6. another circumstance or set of circumstances that give rise to suspicion of bad faith, abuse of the chargeback procedure, or an attempt to obtain funds not owed or to obtain a double refund.

8.12. You acknowledge and agree that the assessment is carried out independently by us, based on all available information.

8.13. The chargeback procedure is an ancillary procedure, carried out in the cases provided for in the rules of the relevant Card Organization, with limited evidentiary means. It does not constitute a consideration and resolution on the merits of a legal dispute between you and the merchant, and does not replace legal remedies against the merchant. We may refuse to initiate or may discontinue the procedure when the request does not fall within the scope of these rules, or its resolution requires the establishment of disputed facts or rights beyond the scope of the procedure. In these cases, you may seek protection against the merchant through the applicable general procedure.

8.14. The provisions of items 8.9 - 8.16 do not limit our rights and obligations under items 8.6 and 8.8 above, nor under the legislation on anti-money laundering and counter-terrorism financing measures and other applicable legislation. In the cases provided for by law, we do not notify you of the actions taken.

8.15. You are obligated to immediately notify us of any refund or other satisfaction received from the merchant in connection with a disputed transaction. An amount credited temporarily or conditionally in connection with a chargeback procedure may be reversed if the procedure is discontinued, ends unsuccessfully, or the amount is subject to recovery under the rules of the relevant Card Organization. In case of a double refund or other undue receipt, we have the right, under item 6 above, to debit your Account with the duplicated or, respectively, unduly received amount, immediately and without notice.

8.16. The exercise of our rights under items 8.9 - 8.16 does not deprive you of the possibility of referring the dispute for consideration under the procedure of item 19.6 below.

8.17. Other rules for use of the Account:

8.17.1. In addition to the above, you agree and acknowledge that the declaration and payment of any applicable taxes arising from and in connection with the use of Cashterminal Wallet, and which by law are exclusively your obligation, are entirely your responsibility. You hereby agree to comply with all applicable provisions of tax legislation.

8.17.2. You acknowledge and agree that the purchase and sale of Goods and Services represent a relationship between you and a Merchant, to which we are not a party. We will not be liable for the fulfillment of obligations by Merchants.

8.17.3. We provide you, via the Cashterminal Wallet application, with information regarding the balance, IBAN, incl. other unique identifiers of your Account, information regarding transactions, transaction history, fees, status of your Account, status of other payment instruments, your verification status, notifications, and other important information in connection with your Account, opened under this Agreement. You give your express consent to the disclosure of your personal data and information regarding the electronic money services used by you, as well as payment services, to us as the card issuer for the purposes of providing the service.

8.17.4. You may make inquiries about your transactions without paying additional fees, in your Account, which is updated periodically, and hereby you agree not to receive statements on paper. Upon your request and at our discretion, we may provide you with additional statements regarding your transactions on paper or another medium, in which case we have the right to charge an administrative fee in the amount specified in the Tariff. We may also charge you fees for other information services, other than the standard information services provided through Cashterminal Wallet, or the additional services provided by us, as specified in the Tariff.

8.17.5. You understand and agree that we are obligated to comply with valid requests for attachment and other similar orders from competent authorities. In case an attachment order is imposed on your Account by a competent authority, we will block the relevant amount subject to the attachment (if applicable), by setting aside the amount subject to the attachment, over which you will not have the right to dispose. In case the amount in your account is not sufficient to cover the amount specified for attachment, you understand and agree that we are obligated to also block the funds in your other accounts, and in case the latter are in a currency different from the amount specified in the relevant attachment order, the daily exchange rate applicable as of the date of processing of the attachment request will be applied.

9. Personalized Security Features. Security Measures and Safety Requirements. 3D Security

9.1. We have provided you with Personalized Security Features for use of the Account, including but not limited to authentication messages, a one-time generated secret access code for the Cashterminal Wallet application, for confirmation of payment orders, or a PIN code for your Physical card. The Personalized Security Features will be sent to you via messages in the Mobile application or via mobile communication applications of other providers (such as Viber and Whatsapp). We will provide you or the users authorized by you to use the payment instruments with protection against unauthorized access by third parties to the Personalized Security Features, which does not relieve you of your obligations to safeguard them. When the Personalized Security Features are received via mobile communication applications of other providers, we do not guarantee and will not be liable for the security of these mobile applications. You are obligated to store and safeguard the security of the technical devices that provide you with access to the relevant mobile communication applications.

9.2. You agree to use the Personalized Security Features of the Account solely in accordance with this Agreement and the law. You do not have the right to provide, and must not allow, the disclosure of the Personalized Security Features to third parties. Failure to fulfill this obligation constitutes a breach of your obligations to safeguard the Personalized Security Features of the payment instruments, and you bear full responsibility for the unauthorized transactions resulting from failure to fulfill the aforementioned obligations, whether intentional or by gross negligence.

9.3. If you have suspicions that your Account or another payment instrument have been used in an unauthorized manner, or in case of unauthorized transactions, you should notify us immediately. You undertake to contact us via the Contact Center, immediately and at the first opportunity in cases of loss, theft, misappropriation, or unauthorized use of the Personalized Security Features, as well as to take all preventive security measures permitted by us, including deactivation of the compromised payment instrument, using the Cashterminal Wallet mobile application, or to allow us to deactivate it, thereby limiting the risk of unauthorized transactions and damages. You also agree to notify us immediately, in the same manner, of any other security breaches relating to the service that you have become aware of.

9.4. We may suspend the use of the Account and the cards issued to it, partially or fully, including blocking your Account and the cards issued to it, in cases where we suspect that their security may have been compromised, or that there is unauthorized use or fraud with respect to any of them. We will notify you in advance, or if this is not possible, immediately after the suspension of the possibility to use Cashterminal Wallet and the cards issued to it, indicating the reasons for the suspension, unless this disclosure of information would thwart the application of justified security measures or would be contrary to the law. We will resume providing you with the service, or will provide you with new access data, or Personalized Security Features, as soon as possible, after the reasons for the suspension/blocking have been resolved and provided that you fulfill your obligations to us.

9.5. Your Card(s) are automatically registered for the iCard 3D Secure service upon carrying out online transactions with the Card. 3D Secure is a secure way to use your Card to make online purchases with a Merchant supporting 3D ("3D Merchant"). You are obligated to check and update the mobile devices and/or phone numbers to which your Cards are linked.

9.6. We will send a "push" notification via the Cashterminal Wallet application to your linked device each time you make an online purchase at the virtual POS of a 3D Merchant, in order to confirm the payment. In case there is a problem with sending the notification, other alternative procedures will be made available, together with the corresponding instructions for them. 3D Secure is provided by a member of the Mastercard SecureCode™ and/or Verified by Visa™ association.

9.7. Your use of 3D Secure allows us to carry out in-depth verification of the identity of our Cardholders. We make no other implied or express warranty regarding the goods or services when we provide you with the 3D Secure feature. We do not verify the identity of any merchant or organization with which you have entered into a contract online, nor do we make any representations about the goods or services of any merchant or organization that you have chosen to place an order or make a purchase.

9.8. Before each online purchase with your Card(s), you must ensure that your device is capable of receiving the "push" notification related to 3D Secure. A detailed description of the authentication process for online purchases can be found in Cashterminal Wallet.

9.9. You are responsible for all fees imposed by third parties in connection with the use of 3D Secure.

9.9.1. We do not verify the identity of any 3D Merchant, nor do we make any representation, express or implied, about their goods or services, or whether you should enter into a contract with them.

9.9.2. The "push" notification will be valid only for the purchase for which you received it. Each "push" notification is intended for a separate online order.

9.9.3. if you believe that there may be any unauthorized online transaction with your Card, you must notify us immediately in accordance with the terms of this Agreement.

9.9.4. You agree and acknowledge that we have the right to reject or suspend your use of 3D Secure, in case we act in accordance with our rights under this agreement.

9.10. You hereby agree and acknowledge that when a payment with 3D Secure is made with your Card, your confirmation of the online payment will be treated as valid and irrevocable consent to comply with the payment instruction. You are responsible for keeping all instructions sent as the "push" notification, as well as the confirmation codes (OTP), secure and confidential. Additional information regarding your liability and our liability in connection with the use of your Card is set out below in the relevant parts of this Agreement.

9.11. Availability of 3D Secure. We strive to provide full service at all times, but we do not guarantee this. We will not be liable to you for the absence of 3D Secure or another malfunction due to:

9.11.1. extraordinary or unforeseeable events beyond our control, the consequences of which would have been unavoidable despite all our efforts; or

9.11.2. our obligation to comply with all other requirements of applicable law. ## 10. Protection of

Your Personal Data. Financial Secrecy

10.1. We have the right to store and process your personal data. For information regarding our confidential data protection practices, you are required to read the Privacy Policy, which forms an integral part of this contract, available in the Cashterminal Wallet mobile application.

10.2. Financial secrecy: We, as a provider of payment services and electronic money services, are bound, in accordance with applicable legislation, to maintain confidentiality regarding your financial information ("Confidential Information"). Nevertheless, we are authorized and obligated by applicable national and international laws to share Confidential Information. You can read more about our personal data processing practices in the Privacy Policy. For the avoidance of doubt, we have the right and are obligated, under applicable legislation, to disclose information about you, your transactions, and the funds you hold with us, upon request from a competent authority, bank, or other regulatory body. In case laws applicable to us impose obligations on us for automatic reporting of information to regulatory authorities, such as tax authorities, but not limited to these, we will disclose information about you, your accounts, your transactions and funds held with us, as well as any other required information on an automatic basis, in order to comply with the laws and regulations.

10.3. You acknowledge and agree that in case you are required to provide any personal data of any third party, such as representatives/proxies, employees, beneficial owners, and other similar persons, you are obligated to inform these persons about the Cashterminal Wallet Privacy Policy and to obtain their confirmation that they have familiarized themselves with the latter.

11. Eligibility Policy. Prohibited Activities

11.1. You may use the service only in good faith and in accordance with the functionalities of the service in the manner set out in the Cashterminal Wallet mobile application, according to the requirements of the Card Organization with respect to the Card, and in accordance with this Agreement. You may use the service only to the extent permitted by:

11.1.1. The Agreement;

11.1.2. The features, settings, and limits for the service, including the ability to set various options by you, where Cashterminal Wallet allows this, which are published and periodically updated by us in your account for the service; and

11.1.3. Applicable laws, regulations, or generally accepted practices, guidelines, and instructions in the relevant jurisdictions.

11.2. It is strictly prohibited to use the service in a manner that violates this Agreement, or for any unlawful purposes. In particular, under no circumstances shall you use the service to carry out activities that include, without limitation, or may include, any of the following activities:

11.2.1. Breach of the Agreement (including, but not limited to, providing false information about your identity, such as a false name, email address, multiple phone numbers, or other data, with the purpose of, or resulting in, the opening of multiple accounts by one user, or avoiding restrictions imposed by us in any other way); or

11.2.2. Violating or creating a risk of violating applicable law, ordinance, contract, or regulatory act on your part (for example, those governing the protection of intellectual property, electronic communications, and unsolicited commercial communications, or governing the provision of payment services, including the application of anti-money laundering or counter-terrorism financing measures or similar regulatory requirements, including cases in which we cannot verify your identity or other data about you according to regulatory and internal rules, consumer protection laws, unfair competition, discrimination, gambling, misleading advertising, illegal trade or exchange of any Goods and Services prohibited by any applicable legislation); or

11.2.3. Abuse on your part of the cancellation and dispute procedure provided by the bank or the payment card issuer that serves you; or

11.2.4. Using Cashterminal Wallet in a manner that has or may have as consequences complaints, disputes, claims or lawsuits, cancellation or dispute of transactions, costs, fines, penalties, or another type of liability incurred by us; or

11.2.5. Initiating transactions that may be classified as advance payments or facilitating the making of advance payments by a Merchant, or for facilitating the purchase of securities (traveler's checks, money orders, etc.); or

11.2.6. Intercepting or monitoring, damaging, or modifying any communication not intended for you, and also using any spider, virus, worm, Trojan horse programs, and any other code or instructions designed to disrupt, delete, damage, imitate, or degrade the service; or

11.2.7. Sending unsolicited messages (also known as SPAM, SPIM, or SPIT), or any communication not permitted under applicable law, or using the Service for the purpose of phishing or farming, or impersonating another person, or imitating a representative connection with such a person or company; or

11.2.8. Infringement of our or third parties' copyrights, patents, trademarks, trade secrets, or any other intellectual property right or other related personal rights; or

11.2.9. Your use of Cashterminal Wallet by presenting to a third party materials that are offensive or that could cause harm to minors, or that are vulgar or otherwise indecent, and also using the service on your part with the purpose or intent of causing inconvenience or defamation, or to threaten, harass, or violate the private personal space of a third party;

11.2.10. Your use of Cashterminal Wallet in connection with any other illegal transactions, such as, but not limited to, the collection through the service of any personal information that could identify a given person, including account names; or

11.2.11. Using the service to sell or purchase goods and/or services that are not permitted, as determined by us, in the mobile application.

11.2.12. The use of the service and its payment solutions in a manner that may pose a risk to the physical or mental condition of any person, as well as to their bodily integrity, is strictly prohibited.

11.3. You may not use the service and/or may not accept this agreement, and we have the right to temporarily suspend or permanently terminate the provision of the service and/or the Agreement itself immediately and without prior notice to you, in the following cases:

11.3.1. You have not reached the age necessary to be bound by a contract with us and to operate a payment instrument or funding instrument that you are to use for the service; or

11.3.2. You are a person who is prohibited from using the Service under applicable laws, the Regulations of the Card Organizations or other Organizations, or under our rules and policies; or

11.3.3. You have not been successfully identified or verified, the assessment of the latter being entirely ours; or

11.3.4. You are or become added to our internal blacklists, due to suspicion of abuse, fraud, or another similar act;

11.3.5. Other important reasons, related to risk management and regulatory requirements, require this, the assessment of the latter being entirely ours.

11.4. We reserve the right to notify you via the Cashterminal Wallet Mobile application at any time regarding the inadmissibility of providing the service that is available with respect to you. This refusal depends entirely on our judgment, and the company will not be liable for any compensation whatsoever.

11.5. You agree that you will not engage in an activity that interferes with or disrupts the service (or its related servers and networks), or affect or attempt to affect the availability of the service through Denial of Service attacks (so-called DOS - denial of service, or DDoS - distributed denial of service).

11.6. You agree that you will not reproduce, duplicate, copy, sell, trade, or resell the service for any purpose.

11.7. You accept that you bear full responsibility (and that we bear no liability to you or third parties) for any breach of your obligations under the Agreement and for the consequences (including any losses or damages that you may incur) from any such breach.

11.8. You understand and agree that in order for us to fulfill all our obligations under applicable legislation for the application of anti-money laundering and counter-terrorism financing measures, as well as under other acts related to their application, as well as all European and national legislation in the aforementioned field, we may, without prior notice to you, block certain or all functionalities of the service, or may develop general rules, practices, and limits relating to the use of the service without notifying you in advance, including but not limited to individual or general limits, limits on the volume or turnover of electronic money, limits on transactions, or other limits on the amounts, type, or number of loading transactions, or limits on payment transactions over any specified time period. We will notify you of any change in our policies and limits within a reasonable time, unless such notifications are prohibited under the aforementioned legislation for the application of anti-money laundering and counter-terrorism financing measures.

11.9. We may refuse to execute any loading operation, payment transaction, or other use of the service, if we have sufficient grounds to suspect that there is fraud, breach of the Agreement or Regulations on your part, or a violation of the law or the rules of the Card Schemes or other organizations. Transactions may also be delayed due to the need for compliance with our obligations under applicable anti-money laundering legislation, including if it is suspected that the transactions are related to fraud or to illegal or unauthorized activities. In case we refuse to execute a loading operation, payment transaction, or payment order, you will be notified of this, unless such action is prohibited by law or would compromise the necessary security measures.

11.10. You understand and agree that if we interrupt access to your electronic money Account or any payment instrument, by interrupting the use of your Personalized Security Features or blocking the card(s), your access to the Service may be obstructed, as well as access to your Account data or to any file or other content located in your Cashterminal Wallet mobile application or related to your electronic money or payment instruments.

11.11. The Cashterminal Wallet mobile application for smart devices is available for download only for certain smart devices, as specified in this Agreement, and we bear no liability if the Service is not available for some mobile or smart devices, nor are we liable for the inability to download the application and use the Cashterminal Wallet service on a particular smart device, or for the unavailability of all or part of the Service due to lack of internet connection or due to the lack of any other mobile service (such as SMS or another), and also due to hardware peculiarities or other similar problems.

11.12. We are not liable for declined payment transactions or unavailability of the service, due to lack of confirmation of the transaction by the Issuer of the card with which payment is being made, due to insufficient balance in the Account, for use of a Card that is not personalized with your name, or in cases of Merchants who do not accept payments with such Cards, or offline transactions (Cards are generally not accepted for offline transactions, such as payment of toll taxes or similar, but this does not relieve you of your responsibility for offline transactions, if any), or due to lack of internet connection, or due to problems with your software or hardware, or due to exceeding the general limits set by us, or for any other reason that is beyond our possible control.

11.13. Any failure to comply with the terms of this Agreement may lead to the immediate termination of the service used by you, blocking of funds in your Account, our right to withhold funds from your iCard Account to cover damages caused by you and incurred by us, filing of a claim by us against you, initiation of proceedings before the competent regulatory authorities or the relevant Card Organizations, as well as termination of this Agreement without the need to give you notice.

12. Fees for the Service. Currencies and currency exchange fees

12.1. We will provide you with information regarding the Tariff and fees for the services. The fees charged will be debited directly from your Balance. The Tariff may be changed unilaterally by us with two months' notice addressed to you. Changes to the Tariff will be indicated via the Cashterminal Wallet mobile application, and you will be duly notified in accordance with the terms of the Agreement.

12.2. Currency exchange: If the transaction carried out through the service includes currency exchange, it will be carried out at an exchange rate determined by us, plus a Currency Exchange Fee, which is a specified percentage above the exchange rate and is specified in the Tariff. The exchange rate is regularly updated based on market conditions (based on the market rate at which we trade and acquire the various currencies). The exchange rate may be updated daily and applied immediately. It can be checked by you via the Cashterminal Wallet mobile application in the exchange rates section.

12.3. When currency exchange is offered at the point of sale by the Merchant, and not by us, you agree to authorize the transaction under the terms of the exchange rate determined by the Merchant, and we bear no liability for the currency exchange carried out at the Merchant's rate. In cases where the issuance of electronic money is carried out via payment with your Linked card and includes currency exchange, you agree that we will convert the currency instead of the issuer of your debit or credit card.

12.4. When electronic money is sent to you in a currency other than the currency of your Account, you agree that we will automatically carry out the currency exchange and issue electronic money in the currency of your Account, at the exchange rate applicable by us as of the date of issuance of the electronic money.

12.5. You understand and accept that the financial institution or operator that issues the Linked card or provides you with a bank or other payment account, through which you intend to carry out a loading transaction, may charge you a fee, including one for currency exchange in connection with the debiting of the relevant instrument as a result of the loading transaction carried out. For more information regarding such fees, you should check the General Terms and Conditions governing the use of the loading instrument. We are not liable for fees and commissions imposed by third parties.

Administrative fees

12.6. In case your Account is blocked or closed due to any failure to fulfill your obligations under this Agreement or applicable legislation, as well as due to risk and/or security management considerations, or you have not provided us with the requested information, or you have provided false information, we have the right to charge a monthly No-cooperation Fee, specified in the Tariff. The No-cooperation Fee will begin to be charged after a two-month notice sent to your email address. The No-cooperation Fee will be charged until you provide the necessary cooperation in accordance with our internal rules for compliance and risk management. Otherwise, the No-cooperation Fee will be charged until the available balance held with us is exhausted. The cases in which a No-cooperation Fee will be charged to you are:

12.6.1. We have repeatedly requested that you provide us with a copy of a current and valid identity document and/or residence permit, the validity of which has not expired, which you have not done within the period specified by us;

12.6.2. We have requested from you supporting documentation or a reasonable explanation in connection with a specific transaction made from or to your Account, which you have not provided within the period specified by us;

12.6.3. We have informed you that certain conduct on your part is in breach of this Agreement or any of the related legal agreements for the use of the Cashterminal Wallet Service, and you have not taken measures to correct the relevant conduct within the period specified by us.

12.7. In case you have not carried out a Valid transaction for more than 10 (ten) consecutive months ("Period of Inactivity") while using the service, you will be charged a monthly Inactivity Fee, in accordance with the Tariff. The Inactivity Fee will begin to be charged after the expiration of a two-month notice sent to your email. You may change your status and stop the charging of the Inactivity Fee if you carry out at least one Valid transaction.

12.8. Fee for processing a request from a public authority. In case we receive a duly made request from a public authority, which we are obligated to fulfill, such as a request for the imposition of an attachment on your Account, or a request for the provision of detailed information from a tax or other public authority, we will have the right to charge a fee for processing the request from a state authority, in the amount specified in the Tariff.

13. Liability

13.1. When you act in your capacity as a consumer, you are liable for all losses up to the value of EUR 50, arising in connection with unauthorized transactions resulting from the use of a stolen or lost payment instrument, in cases where you have failed to safeguard the security of your payment instrument. When you are not acting in your capacity as a consumer, you are liable for all losses of value arising in connection with unauthorized transactions resulting from the use of a stolen or lost payment instrument.

13.2. Notwithstanding the above, you bear full responsibility for all losses and lost profits arising in connection with unauthorized transactions and/or for all damages, regardless of the value of the losses and damages, if you have acted fraudulently or with negligence, or under conditions of intentional breach, or you have failed to fulfill any of your obligations set out in the Agreement or under the law, including your obligation to safeguard your Personalized Security Features, your Account, or Card, or others.

13.3. You are entitled to compensation for damages in connection with unauthorized, delayed, unexecuted, or incorrectly executed transactions, which does not include fees, interest, or lost profits (unless you are acting in your capacity as a consumer), incurred by you in connection with unauthorized transactions carried out via your payment instruments provided by the Service, which compensation is due provided that you have notified us of the unauthorized or incorrectly executed transactions no later than 13 (thirteen) months from the debiting of your Account with the relevant unauthorized or incorrectly executed transaction. When you are entitled to compensation, we will refund the amount of the unauthorized transactions after deduction of the applicable fees under the tariff, by crediting your Account.

13.4. You agree to indemnify us and hold us harmless from any losses or negative balance in your Account or on the Cards, which we may incur at any time within 5 (five) years after termination of the Agreement, and which are the result of any claims, causes of action, claims (claims), demands, obligations, judgments, damages, or expenses (generally, "Claim", "Claims"): (a) related to the use of Cashterminal Wallet, including, but not limited to, your Account, or other payment instruments, that are in breach of any clause, warranty, or representation in this Agreement, or related to a breach of the rules of the Card Organizations or any legal provision in the field of anti-money laundering measures, storage of personal data, and others, but not limited to these. You agree that we are authorized to immediately settle any of your obligations that have become due, by debiting or directly withholding funds from your Account, or from the Guarantee or Collateral that you have provided to us (in case such have been provided by you), or through the offsetting of any amounts owed by us, including by debiting or charging your linked instrument. We will inform you via your Account of the grounds, amount, and exact value date in case of such a debit, unless this is prohibited by law, the Regulations, anti-money laundering measures (AML), or security measures.

13.5. In case of your delay in paying amounts due to us, you will owe a penalty for delay in the amount of the statutory interest for each day of delay until the entire amount is paid.

13.6. In case you owe us amounts, and the electronic money Balance in your electronic money Account is negative, we will have the right to automatically collect the amount of the unpaid fees provided for in the Tariff, directly through the linked card(s) you have registered to your Account, as provided for in 3.1.

13.7. The ultimate liability with regard to your claims related to Cards bearing the logo of one of the Card Organizations will be borne by the card issuer.

14. Termination of the Agreement

14.1. You understand and agree that we may terminate the provision of the service, in accordance with the provisions of the Agreement. You may stop using the service at any time, without the need to inform us of this. The Agreement will continue to be in effect until terminated by you or by us, in accordance with the provisions below.

14.2. If you wish to terminate the Agreement with us, you may do so immediately and without being charged, at any time, by:

14.2.1. Notifying us in accordance with the communication provisions between the parties, described below; and

14.2.2. Closing your Account, including withdrawing the available balance, or submitting a request for buy-back of the electronic money; and

14.2.3. Returning to us the Card issued by us.

14.3. In case your use of the Cashterminal Wallet Service has led to a risk of potential claims for damages against us, such as risks of cancellation of executed transactions, disputes, lawsuits, or similar claims, costs that are to be paid by us to third parties, fines, financial penalties, or penalties that are to be paid by us in connection with your intentional non-compliance with the rules for use of the service or applicable legislation, breach on your part of the applicable provisions regarding anti-money laundering or counter-terrorism financing measures or other regulations and other similar obligations that may arise from your use of the service, we may withhold such amount of your funds as corresponds to the relevant potential claim, for a period of up to 180 days, incl. also after termination of the Agreement. You will remain liable for all your obligations, including for negative balances in your Account, in connection with your use of the Service under this Agreement, even after its termination and/or after closure of the account.

14.4. We may at any time terminate the Agreement with you, without prior notice to you, in cases where:

14.4.1. You have breached any material provision of the Agreement, or the law, or the rules of the Card Organizations or other Organizations, or

14.4.2. We are obligated to terminate the Agreement under the law, the rules of a Card Organization, or another such Organization (for example, when the provision of the service ceases to comply with applicable Regulations), or the rules of a credit institution through which we execute transfers, or

14.4.3. You are in default for more than 2 (two) months, or you fall into default for more than 1 (one) month two or more times within 6 (six) consecutive months, for payment of amounts, after you have been invited by email to pay the amounts due; or

14.4.4. In case of serious suspicion of fraudulent conduct on your part, or

14.4.5. In case you have not provided information requested by us within the period provided for this, or we have serious doubts that you have provided false or incomplete information. The request for information may be sent to you at any time for the purposes of due diligence, as well as during the opening of the Account, as well as at any other time during the use of the Account, or

14.4.6. In case, within a period of three or more months from our request, you have not completed the procedure for initial or subsequent establishment and/or verification of identity, in accordance with our requirements, or

14.4.7. it is established that you are included in our internal blacklist due to suspicion of abuse, fraud, or another similar act.

14.4.8. If, upon closure of your Account, you have a remaining available balance, it will be held in a special account ("Holding Account"). In case you receive a refund transaction ("Refund") with us, after we have closed your Account, the relevant amount will be credited to the Holding Account. Upon closure of your Account in the case described above, you have the right to receive back the funds from the remaining balance, held by us, paid into your personal payment account in accordance with the Agreement, and only after successfully passing through our due diligence procedures.

14.5. Unless a shorter period is provided for in this Agreement, in accordance with the law, we have the right to terminate the Agreement with you at any time with two months' notice. In addition to the right under the preceding sentence, we may also terminate this Agreement in case you are in a Period of Inactivity, after we send you a two-month notice. We will continue to charge you Inactivity Fees as described in the Tariff, until the balance of your account is exhausted.

14.6. Buy-back of electronic money upon closure of your Account:

14.6.1. Upon closure of your Account and termination of the agreement on your part, you have the right to personally request, via the mobile application, that we buy back the entire available balance of your electronic money, after deduction of all applicable fees as of the moment of closure of your Account and termination of the Agreement (if such are applicable). After successful completion of our identification and verification procedures and compliance with legal and regulatory requirements, we will transfer to you the amount corresponding to the electronic money available in the Account, reduced by the amount of applicable fees, such as a buy-back fee, specified in the Tariff, or a currency exchange fee, if applicable, and possibly bank transfer fees. We, as a financial institution, will initiate a transfer of the remaining amount to your personal Account, which must be in the same currency as the currency of the electronic money Account, or in one of the currencies supported by us, in accordance with the above.

14.6.2. We bear no liability for incorrectly executed transfers based on incorrect or incomplete information. We bear no liability for delay in the buy-back of electronic money, when this is due to the involvement of a third party in the transfer of the bought-back money.

14.6.3. You do not have the right to buy-back of electronic money and cannot request such from us, if you do not have an available balance in your Account for any reason, or in case the balance is not sufficient to cover the fees for the buy-back.

14.6.4. If the remaining amount of electronic money cannot be bought back under the clauses above, you have the right, within a period of five (5) years after termination of the Account, to request buy-back of the entire remaining amount in full and in accordance with the Agreement, after which period all electronic money remaining in your Account becomes our property. For the purposes of this provision, the Account is terminated when you can no longer use your electronic money to carry out Loading and/or Payment transactions, or to use the Service as a whole. Any buy-back under this text is subject to the successful completion of applicable checks in connection with the application of anti-money laundering measures, regarding fraud or other illegal actions, and you agree to provide the information requested by us in order for these checks to be carried out. Nothing in this clause limits our right to terminate the Agreement under the other clauses of this Agreement or the provisions of the law.

14.6.5. Individuals: We will consider the legal relationship between us to continue until we are notified in writing of your death, at which point we will close the Account with immediate effect. We must be notified in writing by a letter sent to our management address (sending an email or text messages will not be considered due notification) by the person who is authorized within the meaning of the law with the right and obligation to handle your affairs, and we will accept instructions only from this person or persons. This person may be an heir, legatee, administrator, or executor of the will, or another similar person. We have the right to request, as confirmation, for your Account, any evidence that may be necessary for us in order to establish the due authorization and representation of the person claiming to have the right to handle your affairs, and we are not obligated to follow the instructions of this person until we are fully satisfied of their due authorization. If electronic money is available, it will be refunded after due identification of the person authorized to receive the funds into a corresponding payment account.

15. Scope of warranties

15.1. We make no express warranties or representations regarding the provision of the service. In particular, we do not guarantee that:

15.1.1. the use of Cashterminal Wallet will meet your requirements or expectations;

15.1.2. any information that may be obtained by you as a result of using Cashterminal Wallet will be accurate or reliable.

15.2. No conditions, warranties, or other terms (including any implied conditions regarding quality level, fitness for a particular purpose, or compliance with a given description) apply to the service, except to the extent that such are expressly specified in the Agreement.

15.3. Nothing in this Agreement affects your statutory rights in your capacity as a consumer, nor the fact that you cannot modify or entirely waive them by way of contract.

15.4. We bear no liability and provide no warranty regarding the suitability or use of smart devices, telephones, or accessories that are approved by us for use of an NFC card. These are sold by third parties, and you should direct your claims or complaints regarding features or functionalities or defects in the products to these third parties. You agree that in case the NFC card in the phone, smart device, or accessory is rejected by us or blocked by us for reasons related to risk or compliance with the law or similar, you may not receive back the price you paid for the phone, smart device, or accessory, which is under the control of the third party, the seller of these items.

16. Scope of Liability

16.1. Nothing in this Agreement excludes or limits those aspects of our liability for losses that cannot be limited by virtue of the Agreement or under the meaning of the law.

16.2. Subject to the terms of the point above, we bear no liability to you for:

16.2.1. Any indirect or consequential losses that you may incur. This includes lost profits (caused directly or indirectly), loss of reputation or professional standing, or loss of data that you incur;

16.2.2. Any losses or damages that you may incur as a result of any reliance on your part on the completeness, accuracy, or content of any advertisement, or that is the result of relationships or a transaction between you and an advertiser or sponsor whose advertisement is displayed in the service.

16.2.3. Any deletion, damage, or failed storage of communication data that you maintain or transmit while using Cashterminal Wallet or through it;

16.2.4. Any failure on your part to fulfill the obligation to provide current and accurate information; and

16.2.5. Any case in which Cashterminal Wallet is used by you or third parties for the purpose of fraud;

16.2.6. Any compensation for fees or interest paid or charged to you, as a result of non-performance or incorrect performance of a payment transaction;

16.3. We bear no liability in connection with information provided by you or other customers via the mobile application, which contains links to content, policies, and practices of third-party sites, over which we have no control. You hereby accept and agree that we bear no liability for damages or claims that arise from your use of third-party sites.

17. Changes to the Agreement

17.1. You hereby agree that we have the right to periodically introduce amendments to the Agreement. We will give you two months' notice, via notification (push notification) through the mobile application, of changes to the Agreement, before the effective date of the changes, except in cases where a shorter period is required due to regulatory requirements. The notification will be sent by email to your address registered for the service. In case we make changes to any of our non-payment services, we will give you one month's notice in the mobile application, unless a shorter period is permitted under the law.

17.2. You understand and accept that you will be deemed to have accepted and agreed to the amendments, unless you notify us to the contrary via notice in accordance with the manner provided for in the Agreement, before the date on which the amendments will take effect, in which case the Agreement will be deemed terminated without a termination fee, immediately and before the amendments take effect.

17.3. Nothing in this section limits:

17.3.1. Our right, without prior notice, to update and periodically revise our policies, or to periodically add new functionalities to the Service, which may be accepted by you through your very use of these new functionalities. Such revisions may be introduced in a manner chosen by us, and this manner may include communication by email or through your Cashterminal Wallet mobile application; and

17.3.2. The right of the parties to amend the terms of this section, when such an amendment is not prohibited by law and both parties agree to it.

17.4. We have the right to carry out innovations, improvements, developments, add new functionalities, improve your account, or change the names of the Account or the products unilaterally and without your consent, of which we will inform you via your Cashterminal Wallet mobile application.

18. Communication and Notices

18.1. All information will be provided to you or made available in an easily accessible manner, in Bulgarian or English, or another language supported by us, in a clear and comprehensible form.

18.2. You agree that we may send you notifications and other communications via the Cashterminal Wallet mobile application, the email address provided by you, or by other appropriate means, in connection with any matter relating to the use of Cashterminal Wallet, including this Agreement (incl. amendments and supplements to the Agreement), notices or provision of information about Cashterminal Wallet, and authorization of payments.

18.3. Certain communications are made in the following manner:

18.3.1. Your Agreement is provided via the Cashterminal Wallet mobile application upon registration and will also be available there;

18.3.2. Amendments to this Agreement after registration are provided via the Cashterminal Wallet mobile application;

18.3.3. Unless otherwise indicated in the Agreement, notice of its termination is provided to you via the mobile application and/or via email to the email address provided by you;

18.3.4. Information about the balance, transactions, or statements will be available in the transaction history, accessible in the mobile application;

18.3.5. Information regarding the suspension of the service or the refusal to execute electronic money transactions will be provided via the mobile application.

18.4. Any notice sent to us in connection with this Agreement must be sent by registered mail to one of our management addresses, specified above in the Agreement, as indicated:

Regarding the Account and Cards, as well as all non-payment services:

To: "iCard" AD Varna Business Park B1, Varna 9009, Bulgaria

18.5. In case of any of the urgent cases listed below, you should notify us immediately:

18.5.1. Notice of loss, theft, illegal use, unauthorized use, or a security breach must be made immediately to the Contact Center, at the numbers specified in the mobile application;

18.5.2. Notice of an application for issuance of a Card, for the purchase of electronic money, buy-back of electronic money upon termination of the Agreement, must be sent through the mobile application;

18.5.3. Notice that you do not agree to an amendment to the Agreement and wish to terminate the Agreement before the amendments take effect must be sent through the mobile application or by email.

18.5.4. Notice from you regarding a specific complaint about a given service must be sent by email from the email address with which you are registered for the service. We reserve the right to not honor your requests for refunds arising from unauthorized transactions carried out through the chat communication channel.

18.6. All email addresses that we have announced in the mobile application may be used solely for general informational purposes regarding the functionalities of the service. In case you contact us for customer service or a complaint via your email address, we may require you to confirm your email address before we respond.

18.7. In order to help us continuously improve the service, and also for security reasons, we may monitor and/or record our telephone conversations with you.

19. General Terms

19.1. This Agreement, including the Privacy Policy, and the other legal documents (if any), constitute the documents governing our relationship in connection with your use of Cashterminal Wallet.

19.2. You agree that even if we do not exercise any of our rights or legal remedies under this Agreement (or arising under the law), this will not constitute a waiver of a right on our part, and such rights or legal remedies will continue to be available to us.

19.3. In case the court competent to render decisions on matters related to the Agreement rules that any of the clauses in the Agreement is invalid with respect to you, then that clause will not apply, without this affecting the remainder of the Agreement. The remaining clauses in the Agreement will continue to be valid and applicable.

19.4. You do not have the right to transfer your rights and obligations under this Agreement or otherwise assign or cede them without our prior written consent.

19.5. We may transfer our rights and obligations under this Agreement, to the extent this does not contradict this Agreement and the Law, solely to a third party that is licensed by a competent authority to provide the electronic money and payment services that are the subject of this Agreement, by giving you at least two months' notice by email or via the mobile application, unless the transfer is required for regulatory reasons. In case of such a transfer, if you do not agree, we will give you the opportunity to terminate the Agreement without fees, penalties, or similar sanctions.

19.6. Any claim or dispute arising in connection with the Agreement or as a result of the provision of our services must first be addressed to us via the Cashterminal Wallet mobile application, or via your telephone number, or via your email address, registered for the Service. You must submit your complaint in writing, clearly stating its grounds. You should describe the problem as fully as possible and attach the relevant documents. We may request additional information, documents, or verification of your identity. If the requested information or documents are not provided within a 7-day period, we will decide on the basis of the available information. Consideration of complaints is free of charge. Complaints that have not been successfully identified and verified will be left without a response, unless the complaint relates to the identification and verification process. We register each received complaint, confirm its receipt, and rule on it within a period of up to 15 (fifteen) business days from its receipt, provided that the received complaint is clearly explained and correctly submitted, and you will be duly notified of the results of the investigation. Our ruling is provided in written form on a durable medium via the Cashterminal Wallet mobile application and/or to the email address registered for the Service. Where applicable and necessary, we will take the necessary measures immediately to correct the situation that has arisen. In case there is no ruling within the deadline on your complaint, due to reasons beyond our control, we undertake to send you a response containing the reasons for the delay and the reasonable period within which the addressed problem will be resolved. In all cases, our decision on the addressed problem will be given within 35 (thirty-five) business days from receipt of your complaint. In case you are nevertheless not satisfied with the result of the investigation, you have the right to refer your complaint to the following regulatory authority:

Complaints related to the Service:

Conciliation Commission for Payment Disputes at the Consumer Protection Commission, at the following address:

Republic of Bulgaria, Sofia, postal code 1000, 1 Vrabcha Street, 4th floor Telephone: +359 2 9330565; Fax: +359 2 9884818; Email: adr.payment@kzp.bg; Website: www.kzp.bg and http://abanksb.bg/pkps,

which is competent and authorized to consider and resolve the dispute out of court in a manner binding on the parties.

19.7. The parties agree that the correct and/or accurate execution of transactions and operations will be proven by printouts or statements prepared or generated by our information system, such as the mobile application, our Card system as Issuer, our Electronic Money Register, or another software system or platform used by us in our capacity as a regulated electronic money company, by our authorized representatives or subcontractors, licensed to use our software or platforms.

19.8. "iCard", "Cashterminal", and all related internet addresses, logos, trademarks, or designs, software codes, visualizations, interactive functionalities, or similar, software, interfaces, standard or special designs of the Cashterminal mobile application or visualizations or others related to our service, including logos and trademarks of Card Organizations, are protected by copyright, registered trademarks or patents, or our other intellectual property rights or those of a third-party licensor. You do not have the right to use, copy, imitate, rework, or modify, sell, distribute, or provide them without our express prior written consent, given in a separate Agreement.

19.9. This Agreement and the relationship between us and you as parties to it are governed by Bulgarian law. For complaints that cannot be resolved in another way, you agree that they will be subject to the non-exclusive jurisdiction of the competent courts in Sofia, Bulgaria. The above does not exclude your rights as a consumer and the competence of the court in whose district your current address is located, and in the absence of such, your permanent address.

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[1] Please note that the Card Scheme is a separate personal data controller for the purposes of the issued card. You can read more about the personal data processing practices of the relevant Card Scheme on its official website.

[i] Apple, the Apple logos, and Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries. [ii] Google Pay is a trademark of Google LLC.