

# GENERAL TERMS AND CONDITIONS for PAYMENT SERVICES and for USE OF THE PAYMAN APPLICATION

Effective from September 05, 2024

### I. GENERAL PROVISIONS

- **1.1.** "PAYMAN GROUP" Ltd., with registered office and address of management: Sofia, 102 Bulgaria Blvd., 3rd floor, office 26, registered in the Commercial Register with UIC 206457036 (hereinafter referred to as the "Company") holds a license to operate as an electronic money institution in accordance with Directive 2009/110/EC ("EMD") and has the right to provide electronic money and payment services in accordance with Directive 2009/110/EC and Directive 2015/2366, issued by Decision No. 247/07.07.2022 of the Management Board of the Bulgarian National Bank, which supervises the Company's activities.
- **1.2.** "PAYMAN GROUP" Ltd. carries out activities related to the issuance and distribution of electronic money and the provision of payment services under Art. 4, items 3a and 3c of the Payment Services and Payment Systems Act. "PayMan Group Ltd. is registered in the Register of Licensed Electronic Money Companies in the Republic of Bulgaria, as well as their branches and representatives (under Art. 19 of the Payment Services and Payment Systems Act), maintained on the website of the Bulgarian National Bank at: www.bnb.bg.
- **1.3.** "PAYMAN GROUP" Ltd. is a company registered in the BNB register under Art. 19 of the Payment Services and Payment Systems Act (PSPSA) as a representative of "Iris Solutions" Ltd. on the territory of the Republic of Bulgaria for the provision of services under Art. 4, item 7 "Payment Initiation" and item 8 "Account Information Access" of the PSPSA.
- **1.4.** These General Terms and Conditions govern the Client's use of the services provided through the PayMan application and apply to all functionalities that the PayMan Application provides in connection with the services offered by "PayMan Group" Ltd. When new services are added, these General Terms and Conditions will be accordingly supplemented, in the manner specified below.
- **1.5.** These General Terms and Conditions also apply to Clients legal entities, unless another contract has been concluded with a specific legal entity that excludes the application of all or part of the conditions specified in these General Terms and Conditions.
- **1.6.** A detailed description of the payment services offered by "PayMan Group" Ltd., through the PayMan Application, can be found below in the Definitions and in Section II.

- **1.7.** All services offered by "PayMan Group" Ltd. are offered only electronically and are accessible only through the PayMan Application.
- **1.8.** These General Terms and Conditions have the legal effect and consequences of a Framework Agreement within the meaning of the PSPSA and are binding on the Clients of "PayMan Group" Ltd. They establish the general requirements for using the PayMan Application and for carrying out payment relations, as well as for performing the payment services and operations provided by "PayMan Group" Ltd. They contain important information that may affect your rights and your ability to recover your funds provided to "PayMan Group" Ltd. for the execution of payment services.

#### **DEFINITIONS**

For the purposes of these General Terms and Conditions, the terms listed below have the following meaning:

"CLIENT", "USER", "YOU" or "YOUR" in these General Terms and Conditions means a natural person or legal entity that is registered and identified in the PayMan Application. "CLIENT", "USER" depending on the products/services used/requested and depending on the usage in the context of these General Terms and Conditions, may be a capable natural person (over 18 years old) holder of electronic money, user of payment services, originator, payer, recipient (for transfers), legal entity, account holder of a legal entity or authorized representative of a legal entity.

"WE", US" or "OUR" in these General Terms and Conditions means "PayMan Group" Ltd. or the "Company".

"ELECTRONIC MONEY" means the nominal value of the funds provided by you, which are stored in electronic form, including magnetic form in the information system of "PayMan Group" Ltd. Electronic money is issued by entering in the account of their holder in "PayMan Group" Ltd., their amount, date of issue and other data in the electronic money register, stored in the information system of "PayMan Group" Ltd. The issued electronic money can be used for payment transactions through your PayMan account up to their limit and can be redeemed by you.

"PAYMAN SYSTEM" means an online system created, operated and maintained by "PayMan Group" Ltd. and/or partners, for issuing electronic money, opening and maintaining payment accounts, performing payment transactions, including execution of credit transfers and related data collection and exchange, which is accessible through the PayMan Application. "PayMan Group" Ltd. has full and exclusive intellectual property rights over the entire system.

"THE APPLICATION" or "PAYMAN APPLICATION" means a web-based application through which you can use the services described in these General Terms and Conditions, and which, when accessed through your web browser, establishes the connection between a payment service user and the PayMan System. "PayMan Group" Ltd. owns all property and non-property rights to the Application.

"PAYMENT SERVICES" provided through the Application means:

- opening and managing payment accounts with individual IBAN for incoming and outgoing payments in BGN, issuing electronic money, maintaining payment accounts for electronic money in BGN, distribution and redemption of electronic money;
- instant P2P payments;
- incoming credit transfers to a payment account with an individual IBAN;
- outgoing credit transfers to payment accounts in BGN held by a payment service provider in the Republic of Bulgaria, incl. mass payments, budget payments and instant transfers "Blink";
- loading funds with a linked card;
- payment initiation. PayMan Group provides the Payment Initiation Service, within the meaning of Art. 4, item 7 as a representative of "Iris Solutions" Ltd.;
- provision of account information, within the meaning of Art. 4, item 8 of the Payment Services and Payment Systems Act. PayMan Group provides the Account Information Service, within the meaning of Art. 4, item 8 as a representative of "Iris Solutions" Ltd.;
- other services (other payment services offered through the PayMan Application are to be introduced, for which you will be duly informed and which will be described through an addendum to these General Terms and Conditions).

#### "NON-PAYMENT SERVICES" provided through the Application, means:

- registration and identification (KYC) and registration of natural persons and natural persons, legal or authorized representatives of and legal entities, as clients;
- client notification, including automatic notifications;
- ability to save recipients for Credit transfers;
- transaction history;
- ability to change Subscription plan.

"PAYMAN ACCOUNT" means an electronic money account maintained by "PayMan Group" Ltd. in your name or in the name of a legal entity whose legal representative you are, which you can use to execute payment transactions and to which funds are loaded in accordance with Section V of these General Terms and Conditions and from which payment transactions are performed in accordance with Section VI of these General Terms and Conditions.

"GRANTING RIGHTS TO A SPECIFIC ACCOUNT" means the process by which a legal/legal representative(s) of a legal entity (Client) authorizes other persons to perform certain actions with their PayMan account, including payment transactions and the use of non-payment services. Rights are granted by the Client's representative, and the persons who will have access to the PayMan account must go through the identification, verification and registration process described in section IV. The rights that you can grant to third parties are of two types: Payer any person with this type of rights can perform and sign ordered documents for credit transfers; Preparer/Viewer - any person with this type of rights can view account information, can order payments, but cannot approve/sign them.]{.mark}

"IBAN" means international bank account number. The international bank account number is a unique identifier that helps banks, payment institutions and electronic money companies process payments between persons (natural and/or legal) automatically. The IBAN contains all

the necessary information about the account owner, such as: account number, information about the bank, payment institution or electronic money company and country code.]{.mark}

"SECONDARY IBAN/VIRTUAL IBAN" means an IBAN linked to the Client's Main Account. They serve as additional numbers to the main account and allow easier management and distribution of incoming payments.]{.mark}

**"PAYMENT TRANSACTION"** means an action taken by a Client of "PayMan Group" Ltd. or another payment service provider, to deposit or transfer funds from/to a payment account held with us or a P2P operation.

"P2P OPERATION" means a payment transaction initiated by you to transfer funds from your PayMan account to another Client's PayMan account.

**"PAYMENT ORDER"** means any order from a Client /payer/ to "PayMan Group" Ltd., ordering the execution of a payment transaction. The payment order can only be given electronically.

"CREDIT TRANSFER" means a national or cross-border payment service for crediting a payment account of the payee by means of one or more payment transactions made on a payment account of the payer by the payment service provider holding the payer's payment account, based on an instruction given by the payer.

"INSTANT CREDIT TRANSFER BLINK" means a credit transfer in BGN up to BGN 30,000 (thirty thousand), in accordance with the Blink payment scheme of NCPS, "BORICA" AD, which transfer can be executed 24 hours a day, every calendar day of the year and which transfer is executed through the BISERA 6 payment system, with immediate or close to immediate processing and crediting/availability to the recipient's account, with confirmation to the payer, after acceptance of the execution order by "PayMan Group" Ltd.]{.mark}

**"BUDGET PAYMENT"** means a credit transfer in BGN to accounts of State institutions.]{.mark}

"MASS PAYMENT" means a multi-row payment order that allows you to create (through a mass payment template in the Application) and send multiple credit transfers at once with one authorization.

"STATEMENT" means information in electronic form (with the possibility for the Client to store and reproduce the information unchanged), for all payment transactions performed on the respective PayMan account for a certain period of time and for the initial and final balance on the respective PayMan account for the given period.

"TRANSACTION" means any transaction that can be performed from your PayMan account, including a payment transaction and/or redemption operation.

**"LIMITS"** means usage restrictions that apply to your PayMan account, which are part of these General Terms and Conditions and which are specified in the document "PayMan Fees and Limits".

**"FEES"** means the fees (including monthly subscription fees, one-time and transaction fees) that you owe under these General Terms and Conditions and the Appendices thereto, in connection

with the use of payment and non-payment services provided by "PayMan Group" Ltd. All Fees are specified in the document "PayMan Fees and Limits".

"SUBSCRIPTION" means the price for using services in a one-month period, which are provided by "PayMan Group" Ltd and may include different types and/or volume of services, according to the Subscription plan chosen by the Client. Subscriptions are specified in the document "PayMan Fees and Limits".

"SUBSCRIPTION PLAN" means the monthly subscription fee for the different Subscription options, depending on the included services provided by "PayMan Group" Ltd. Subscription plans are specified in]{.mark} the document "PayMan Fees and Limits".

"PASSWORD" means the unique personal identification code that you have set for yourself as part of the installation process/registration process in the Application.

"PRIVACY POLICY" means the privacy policy which, together with these General Terms and Conditions, describes the conditions under which all personal data we collect from you or that you provide to us will be processed, handled and shared by us.

"VERIFICATION" means the process of verifying identification data provided by the User.

"IDENTIFICATION" means the process carried out to collect information from the User during registration in the Application regarding identity and contact details.

"STRONG CUSTOMER AUTHENTICATION" (SCA) is a European regulatory requirement aimed at reducing fraud and improving the security of online and contactless payments. SCA requires authentication to use at least two of the following three elements categorized as knowledge (something the user knows), possession (something the user possesses) and inherence (something the user is), which are independent, so that the breach of one does not compromise the reliability of the others and are designed in such a way as to protect the confidentiality of the authentication data.

"IDENTIFICATION LEVEL 1" means an identification procedure that requires at least: for Bulgarian citizens: presentation of an ID card/passport and photographing of the face, together with the presented identity document in real time and filling in a Know Your Customer Questionnaire, and for citizens of a member state of the European Union, EEA and Swiss Confederation: presentation of a passport/ID card, residence certificate, information about the person's address abroad, filling in a Know Your Customer Questionnaire and/or other identification document, as well as photographing the face, together with the presented identity document in real time. The identification is carried out with our automated system using components of third parties - identification service providers, and if necessary, the data can be checked by our employee.

"IDENTIFICATION LEVEL 2" means a procedure in which, depending on the type and size of a certain payment transaction and/or risk assessment, "PayMan Group" Ltd. has the right to require at its discretion additional documents and declarations from you, including a declaration of origin of funds, as a condition for performing the payment transaction.

"REDEMPTION REQUEST" means a request from you to receive back Electronic money purchased by you from your PayMan account, in accordance with Section XIV of these General Terms and Conditions.

"GENERAL TERMS AND CONDITIONS" means these General Terms and Conditions and includes our fee schedule, which you can find in the document "PayMan Fees and Limits" through your PayMan profile or on the PayMan Group website - www.paymangroup.com.

"PROHIBITED TRANSACTION" means any of the following Types of transactions:

- any "pyramid" sales, Ponzi schemes or similar marketing or matrix programs or other "get rich quick" schemes or high-yield investment programs;
- the sale, delivery or purchase of illegal items or items that promote or facilitate illegal activities;
- the sale, delivery or purchase of counterfeit products or products infringing intellectual property rights;
- third-party payment processing or aggregation products or services;
- money laundering;
- financing or propagation of terrorism;
- any kind of financial fraud;
- pornography, escort services and the sale and/or advertising of sexual services.

We reserve the right to add other categories of prohibited transactions by adding such categories either to these General Terms and Conditions or in a separate document published on the website: <a href="https://www.paymangroup.com">https://www.paymangroup.com</a>.

**"BROWSER ELIGIBILITY CONDITIONS"** means that your web browser is one of the following systems - Chrome, Safari, Internet Explorer, Microsoft EDGE, is updated to the manufacturer's latest version and is set to the highest level of data protection.

"IN WRITING" INCLUDES EMAILS. When we use the words "written" or "in writing" this includes statements made via emails and/or our chat.

"PSPSA" means the Payment Services and Payment Systems Act.

"PSP" means Payment Service Provider.

"WORKING HOURS of PAYMAN GROUP for execution of payment operations" means a time interval within the working day, after which time interval, it is considered that the payment order (except for instant credit transfers BLINK and P2P operations) is received on the next working day.

"WORKING DAY" means any day on which the Company carries out activities necessary for the execution of payment transactions. For payment transactions related to the transfer of funds from/to other payment service providers (except for instant credit transfers BLINK), Saturdays and Sundays, when not declared working days, as well as official holidays in the Republic of Bulgaria, are considered non-working days.

### II. SUBJECT. SERVICES PROVIDED THROUGH THE APPLICATION

- **2.1.** These General Terms and Conditions govern the relationship between "PayMan Group" Ltd. and the Client regarding their registration in the PayMan Application and the use of the products and services offered by the Company, namely:
  - **2.1.1.** opening and maintaining electronic money accounts with individual IBAN in BGN for incoming and outgoing payments in BGN;
  - **2.1.2.** issuance, distribution and redemption of electronic money;
  - **2.1.3.** execution of incoming and outgoing credit transfers from and to accounts in BGN held by another payment service provider in the Republic of Bulgaria, incl. mass payments, transfers to Budget Organizations and instant transfers "Blink";
  - 2.1.4. instant P2P operations;
  - 2.1.5. loading an account with a card linked in the Application;
  - **2.1.6.** provision of operational and ancillary services related to the payment services provided by the Company (non-payment services).
- 2.2. Other payment services offered through the PayMan Application are to be introduced, for which you will be duly informed and which will be described through an addendum to these General Terms and Conditions. The Company has the right to expand or limit the scope of services it provides, to change the price, procedure and conditions for accepting and executing client requests/orders, based on changes in current legislation, market conditions, security considerations or improvements in the respective services. The Company notifies the Client of changes, new services and special rules and conditions for their use in the manner of these General Terms and Conditions and is not liable for damages and lost profits due to limiting the scope of services.

### III. ENTRY INTO FORCE OF THE GENERAL TERMS AND CONDITIONS. TERM. REFUSAL TO USE THE SERVICE

- **3.1.** These General Terms and Conditions are effective from the date on which we have sent you the notification under Section IV, item 4.9. below, which means that we have determined you as an "Eligible Person" who can use our services ("Effective Date").
- **3.2.** By clicking "I Accept" or "I Agree" where this option is made available to you in the Application, you accept that this action of yours will have the meaning of an electronic signature within the meaning of the Electronic Document and Electronic Certification Services Act. By accepting the General Terms and Conditions in the manner specified in the previous sentence, you agree that the legal force of your electronic signature thus affixed is equivalent to that of a handwritten signature.
- **3.3.** A link to the General Terms and Conditions will be provided to you through the Application during or immediately after the completion of the registration process, as described in section IV below, through which link you will be able to download the General Terms and Conditions in a printable format. A copy of the current General Terms and Conditions, with all reflected amendments that may be made, will be provided to you in the Application. You can request to be provided with a copy of the General Terms and Conditions, in which case a link to the General

Terms and Conditions will be sent to your registered mobile phone number and/or registered email address.

- **3.4.** If you have chosen the Republic of Bulgaria as your country and Bulgarian as your language, then these General Terms and Conditions, the Appendices thereto, as well as all communications to you will be in Bulgarian. In case of discrepancy between the Bulgarian version and a translation in another language, the Bulgarian version will be considered valid. You agree that, together with the Bulgarian language, we have the right to use English as an additional language.
- **3.5.** Within a period of 14 (fourteen) calendar days from the date of acceptance of these General Terms and Conditions, you have the right to withdraw from your Agreement by closing your PayMan account. We will return the available funds to a bank account specified by you. You will not owe any fees or expenses for exercising this right, but you are obliged to pay for all transactions made while your PayMan account was still open. You can notify us of your desire to close your PayMan account through your profile in the PayMan Application. If this 14-day period has expired, you can still close your PayMan account in accordance with Section IX of these General Terms and Conditions.
- **3.6.** We reserve the right to immediately terminate our Agreement with you and close your PayMan account if we have reason to believe that you do not meet the conditions described in the General Terms and Conditions.

## IV. REGISTRATION OF A PROFILE IN THE APPLICATION. IDENTIFICATION AND VERIFICATION. TERMINATION OF CONTRACT

- **4.1.** During the registration process in the Application, you will be asked to:
  - **4.1.1.** enter a username and password to access the Application;
  - **4.1.2.** accept the Privacy Policy of PayMan Group Ltd.
  - **4.1.3.** enter the activation code(s) sent to the phone number and/or email address entered by you during registration. Your email address will be used as a User identifier for logging into the Application, along with your password;
  - **4.1.4.** choose in whose name you want to open a PayMan account:
    - **4.1.4.1.** if you are a natural person, you can only open it for yourself. You cannot open accounts for third-party individuals;
    - **4.1.4.2.** if you want to register a profile of a legal entity, respectively, to open an account of a legal entity, you should provide full details of the legal entity.
  - **4.1.5.** provide your personal documents necessary for identification of you as a natural person and/or of you as a legal or authorized representative of a legal entity;
  - **4.1.6.** if you have not completed any of the steps specified in items 4.1.1. to 4.1.5. above, you cannot start the process of registering your profile in the PayMan Application.
- **4.2.** As part of the registration process, you will be required to meet the identification requirements for opening a PayMan account. It is not permissible to use a proxy and/or third party in your registration.

- **4.3.** Just by starting the registration process in the PayMan Application, you are not considered an "Eligible Person" who can have a PayMan account. To be considered an "Eligible Person" to have a PayMan account, the following cumulative conditions must be met:
  - **4.3.1.** you must possess an officially issued document confirming permanent or temporary residence in the territory of the European Economic Area (EEA) for Clients natural persons;
  - **4.3.2.** you must be at least 18 years old and have the legal capacity to enter into a contract;
  - **4.3.3.** you must have passed all our required identification procedures and eligibility and security checks:
    - **4.3.3.1.** you should meet all our eligibility requirements for services related to/concerning fraud risk management, but not limited to, as well as our requirements for the prevention of money laundering and/or terrorist financing, and you should not be present in any blacklist/prohibition list or sanctions list in connection with money laundering/terrorist financing, officially published and announced by Regulators or other international institution, or be present in black (or similar) lists of card fraudsters;
  - **4.3.4.** you have provided us with a valid identity document and, if applicable, copies of other official personal documents containing data on: names; date and place of birth; official personal identification number or other unique element for establishing identity contained in an official identity document/other official personal document whose validity has not expired and which has a photo of the person; any citizenship the person possesses; country of permanent residence and address (post office box number is not sufficient);
  - **4.3.5.** you have provided us with duly completed questionnaires and/or declarations according to the template of "PayMan Group" Ltd. or provided in an applicable normative act, signed by the Client;
  - **4.3.6.** you have provided us with a valid email address and phone number;
  - **4.3.7.** you are not in violation of these General Terms and Conditions;
  - **4.3.8.** there is no other registered Profile of yours in the PayMan Application through which you have successfully passed the identification procedure.
  - **4.3.9.** Regardless of whether you meet the conditions under items 4.3.1 4.3.8. PayMan Group Ltd. may refuse to register you as an "Eligible Person".
- **4.4.** In case a Client legal entity wishes to open a PayMan account, its legal representative(s) and beneficial owners natural persons should meet the conditions specified in item 4.3. above, except for the condition under item 4.3.1.
  - **4.4.1.** If you are a Client legal entity and want to use the functionality "Granting rights to a specific PayMan account" in digital format, the account holder of the Client legal entity has the right to invite third parties who will have Payer or Preparer rights. Any person with Payer rights will be able to perform and sign payment orders for credit transfers on behalf of the PayMan account holder. Invitations and authorization are done entirely digitally, through the PayMan system. The authorization of persons is carried out, registered and stored in the system, ensuring the security and traceability of the powers granted by the PayMan account holder. By sending an Invitation and filling in the necessary data for the authorized person and the PayMan accounts to which the respective person will have rights, it is considered that the PayMan account holder has made an explicit authorization regarding the rights of the respective third party. "PayMan

- Group" Ltd. reserves the right, before granting the requested access and/or after that, to require additional documents and information, incl. in original or copies.
- **4.5.** We cannot accept your registration if you are not an "Eligible Person", i.e. if you do not meet the conditions described above.
- **4.6.** We will review your request to use the PayMan Application as soon as possible, and your request will be in a "processing" state. Also, we have the right to reject your request to use the Application at our discretion and without owning a motivated explanation.
- **4.7.** You agree that during the period of reviewing your request to use the PayMan Application or at any time in the future, in connection with your PayMan account, including for the purposes of preventing fraud and/or money laundering:
  - **4.7.1.** we may ask you to provide written evidence to prove your identity and address; to require other necessary documents and information in order to comply with our obligations under the Anti-Money Laundering Act (AMLA) and other applicable legislation, including, but not limited to, related to clarifying the origin of funds and source of property status (where applicable), and you are obliged to provide the requested information and documents;
  - **4.7.2.** we may at any time verify all data, information and documents provided by you from independent sources, and in this regard we may require, and you are obliged to provide us with additional information and documents;
  - **4.7.3.** we may store the data, information and documents required in connection with our obligations under the Anti-Money Laundering Act (AMLA) and other applicable legislation and disclose them in accordance with applicable law and these General Terms and Conditions, of which you are notified and agree.
- **4.8.** You confirm that you are notified that we have a statutory obligation to identify and verify your identity in accordance with applicable legislation regarding anti-money laundering and terrorist financing measures and our internal procedures for implementing these measures. Such measures may include video or selfie identification and verification, use of software, checking documents or information in official databases or from independent sources provided by international organizations, requesting additional information and other similar.
  - **4.8.1.** You confirm that you are notified that when we perform checks/verification of your identity, your personal information may be disclosed to third parties who may perform such checks/verification. These checks are identity checks and therefore will not adversely affect your credit rating. However, these third parties may make a record of the relevant information, which may remain in their archives as evidence that an identity check has been performed.
- **4.9.** Our acceptance of your request to use the Application will occur when we send you a Notification to your profile in the Application and/or to your registered email address that you have successfully passed our identification and verification procedures. Upon receiving the Notification in the previous sentence, you will be invited to accept our General Terms and Conditions, the document "PayMan Fees and Limits" and the Privacy Policy. From the moment you accept our General Terms and Conditions and the accompanying documents, it is considered that a Payment Services Agreement and for the use of the PayMan Application has been concluded between Us and You.

- **4.10.** In cases where you are a Client legal entity and use the functionality "Granting rights to a specific PayMan account", the use of the PayMan Application can also be carried out by a third party, according to the procedure and conditions described in this section.
- **4.11.** You need to inform us immediately about changes related to your personal data or the data of the legal entity, e.g. if your name, address, email address, identity document data, mobile phone number, bank account information, professional activity changes, there is a change in the ownership of the company's capital, in the composition of the control or management bodies, change of management address, correspondence address, subject of activity or other. Amendments to these data have effect in relation to us only from the moment we have been notified in writing by you. We will not be liable for damages resulting from your failure to do so.
- **4.12.** When accessing the Application through your mobile device, data is processed, to which your current agreement with the company whose electronic communication services you use applies, as well as its policy related to this processing. The mobile internet traffic you realize when using the PayMan Application is tariffed and paid according to the prices of the tariff plan you use under your contract with the respective company providing electronic communication services. For more details, you need to contact your electronic communications service provider.
- **4.13.** During the term of these General Terms and Conditions, you are obliged to provide us with up-to-date, complete and accurate information, according to Our instructions, as well as to maintain the relevant information in the most up-to-date and accurate form throughout the entire period of using the service. In case of any change in the information provided by you, you agree to immediately update the relevant information in the appropriate places in the PayMan Application, and We reserve the right to accept or reject these updates, as well as to request additional information/documents for this, before accepting them.

### V. OPENING A PAYMAN ACCOUNT/ACCOUNTS. SUBSCRIPTION PLANS

### **OPENING A PAYMAN ACCOUNT/ACCOUNTS**

- **5.1.** From the moment the Agreement is concluded between You and Us, as described in clause 4.9., We open Your PayMan account, designate it with a unique identifier IBAN, which is displayed in Your profile in the Application, and You have the opportunity to immediately start using the services provided by "PayMan Group" Ltd.
- **5.2.** The first PayMan account in the name of the Client, which is requested by the Client and opened with the acceptance of these General Terms and Conditions, is considered the Main Account, which is debited primarily by "PayMan Group" Ltd for payment of all fees, commissions and other amounts due by the Client in connection with the use of the Application, maintenance of accounts and use of services, incl. fees for issuance, redemption and processing of electronic money operations, in the amount and conditions specified in the "PayMan Fees and Limits" document valid on the respective day of the operation/service.
- **5.3.** THE CLIENT HAS THE RIGHT TO OPEN SUBSEQUENT PAYMAN ACCOUNTS. The opening of each subsequent PayMan account is done at the Client's choice, by requesting electronically in

the manner established in the Client's profile in the Application. The opening of each subsequent PayMan account is requested by the Client by clicking the "Add" button and is confirmed by the Client by clicking the "Confirm" button. The opening of each subsequent PayMan account is confirmed by "PayMan Group" Ltd - by providing the IBAN of the respective PayMan account. At the moment of presenting the IBAN of the respective PayMan account, it is considered that an Agreement for the respective PayMan account has been concluded between the Client and "PayMan Group" Ltd under the effect of these General Terms and Conditions and the Appendices thereto, incl. the "PayMan Fees and Limits" document. The fee for each additional account is according to the Subscription Plan chosen by the Client.

#### SUBSCRIPTION PLANS

- **5.4.** When concluding an Agreement, according to the conditions in section IV, clause 4.9., the Client (natural person or legal entity) is opened a PayMan account on the Free Subscription Plan.
- **5.5.** Each Client can change their Subscription Plan on their own, by switching from one type of Subscription Plan to another type of Subscription Plan, as specified in the "PayMan Fees and Limits" document and in the Client's profile in the Application.
- **5.6.** In case the Client is a legal entity and uses the functionality "Granting rights to a specific PayMan account", respectively Payer rights have been granted to third parties, the authorized person has the right to change the Subscription Plan, in the manner described in 5.7.
- **5.7.** To make the change, the Client must select the new Subscription Plan through their profile in the Application and click the "Confirm" button. By clicking the "Confirm" button, it is considered that the respective Client has agreed to change their Subscription Plan and accepts and has agreed to the fees due for the respective Subscription Plan, specified in the "PayMan Fees and Limits" document.
- **5.8.** A change in the Subscription Plan can be made only once per calendar month.
- **5.9.** When changing the Subscription Plan, switching from the Free Subscription Plan to a Subscription Plan with a monthly fee (as specified in the "PayMan Fees and Limits" document), the Client pays a one-time fee "Change of subscription plan" in an amount determined by the date of changing the Subscription Plan and which fee is specified in the "PayMan Fees and Limits" document. The new Subscription Plan, with its applicable fees and limits, takes effect from the date of payment of the one-time fee "Change of subscription plan".
- **5.10.** When making a change in the Subscription Plan, the monthly fee for the respective Subscription Plan is due from the 1st day of the calendar month following the month of change. In this case, the new Subscription Plan, with its applicable fees and limits, takes effect from the 1st day of the calendar month following the month of change.
- **5.11.** The monthly fee for a Subscription Plan is due for one calendar month, which includes the period from the first to the last day of the respective month.
- **5.12.** In case the Client does not pay two consecutive monthly Subscription fees for the respective chosen Subscription Plan, "PayMan Group" Ltd has the right to immediately,

automatically and without the Client's consent and without owing notification, change the Subscription Plan chosen by the client to the Free Subscription Plan.

### VI. FUNDING YOUR PAYMAN ACCOUNT

- **6.1.** Upon receiving notification from Us that you have successfully passed our identification and verification procedures and the associated entry into force of these General Terms and Conditions, you can fund your PayMan account, as described in this Section VI, with funds to be used for payment transactions.
- **6.2.** Detailed instructions on how to fund your PayMan account are provided in the PayMan Application. You can fund your PayMan account through various payment methods.
  - **6.2.1.** You can fund your PayMan account in the PayMan Application by sending a credit transfer to your PayMan account designated with an IBAN. Upon receipt of the transfer amount by Us, you will receive electronic money for the same amount and currency as the amount and currency received by Us, and on the same business day as the date of receipt of the funds. We are not responsible for and do not control when we will receive funds from another payment service provider and whether they or correspondent banks will charge you fees for transferring the funds, as well as whether they will transfer the full amount to us. You will be notified through the PayMan Application, in the "Balance" and "Transaction History" sections and/or by electronic message of the amount of electronic money loaded, as well as the date of the loading transaction on your PayMan account.
  - **6.2.2.** You can also fund your PayMan account through your credit or debit card by using the PayMan Application.
  - **6.2.3.** To receive the amount in your PayMan account, you must provide your correct IBAN and/or other account details, as specified in the PayMan Application.
  - **6.2.4.** Your PayMan account can be funded with electronic money upon receipt of money from your other accounts within our system. To receive money from another Client's PayMan account within our system, you must provide the payer with the number (IBAN) of your PayMan account.
  - **6.2.5.** You agree that we may impose various restrictions on the amounts of loaded electronic money and/or special requirements and/or not accept a transfer from certain payment service providers and/or banks at our discretion.
  - **6.2.6.** The value date for the recipient's account (your PayMan account), as well as the amount for an incoming transfer will be available no later than the business day on which the amount of the financial transaction has been credited to us, unless we are obliged by law to hold a certain transaction for reasons related to anti-money laundering measures or other risk.
- **6.3.** In the event that as a result of an operation to fund your PayMan account, one or more of the restrictions specified in the "PayMan Fees and Limits" document are exceeded or as a result of other operations, your PayMan account exceeds its assigned transaction and turnover limits, as the case may be, the operation may not be approved before passing Identification Level 2 or the operation may be rejected. In both cases, you will be duly and promptly notified.

- **6.4.** We reserve the right to refuse a specific funding operation without prior notice to you, in order to prevent fraud, money laundering or any other illegal activity.
- **6.5.** The current rates of fees and/or commissions and/or limits related to the operation described in Section VI, clause 6.2., can be found in the "PayMan Fees and Limits" document.

### VII. USING YOUR PAYMAN ACCOUNT

- **7.1.** After funding your PayMan account, subject to technical feasibility and in accordance with these General Terms and Conditions in each individual case, you can use your PayMan account within the available funds for carrying out payment transactions. You have the right to use your PayMan account only personally and you do not have the right to provide its use to anyone else, nor do you have the right to sell or transfer to anyone the ability to use it. If you allow access to your PayMan account to another person(s), you will bear full responsibility for all transactions initiated by that person(s).
  - **7.1.1.** In case you as a Client legal entity have opened a PayMan account, you have the right to use the functionality "Granting rights to a specific PayMan account".
- **7.2.** You must ensure that there is sufficient balance in your PayMan account to cover the amount of a given transaction and all applicable fees and commissions. We may refuse to perform an operation if you do not have sufficient balance to cover the amount of the transaction and all applicable fees and commissions.
- **7.3.** No interest will be charged on your PayMan account. The balance in your PayMan account is not a deposit and you have no right to claim interest.
- **7.4.** All PayMan accounts are maintained in Bulgarian leva and are designated with an international bank account number (IBAN). PayMan accounts can be used to execute payment transactions with credit transfer.
- **7.5.** You can receive credit transfers, including credit transfers ordered by another payment service provider, to your PayMan account, as well as order a credit transfer from your PayMan account to another payment account designated with an IBAN, maintained by a payment service provider licensed in the Republic of Bulgaria or in an EU member state. When exceeding the values of Identification Level 1, specified in the "PayMan Fees and Limits" document, We may require you to pass Identification Level 2 in order to be able to make credit transfers to and from your PayMan account.
- **7.6.** "PayMan Group" Ltd executes credit transfers within the timeframes established in the Law on Payment Services and Payment Systems (LPSPL), namely:
  - **7.6.1.** Unless otherwise agreed between Us and You, an order for credit transfer from your PayMan account to another PayMan account is executed immediately upon receipt of the order in "PayMan Group" Ltd and if there are sufficient funds in the payer's PayMan account with value date on the same day;
  - **7.6.2.** "PayMan Group" Ltd, as the payment service provider of the payer, ensures the crediting of the payment account of the payment service provider of the recipient, if different from "PayMan Group" Ltd, with the amount of the payment transaction, in accordance with the rules of the payment system and the conditions of the Bank mediating our subordinate access to the system;

- **7.6.3.** For credit transfers ordered in your favor, your PayMan account is credited on the day on which the amount is received in the account of "PayMan Group" Ltd, as the payment service provider of the recipient.
- **7.7.** It is not possible to withdraw cash from your PayMan account. Depositing cash into your PayMan account is not possible.
- **7.8.** We will deduct the value of your transactions from the balance in your PayMan account.
  - **7.8.1.** We have the right to collect ex officio from your PayMan accounts all due receivables for opening, maintaining, maintaining and closing a PayMan account, servicing operations, due fees and commissions, incl. Subscription fees, as well as unduly received amounts in the initial absence of grounds, including as a result of fraud and/or erroneous instructions and/or technical errors;
  - **7.8.2.** We reserve the right to debit your PayMan accounts ex officio for the payment of additional expenses incurred;
  - **7.8.3.** We have the right to collect all our due receivables from you, including those on settlement, in connection with the maintenance and servicing of PayMan accounts and the operations carried out through them, from the main PayMan account and/or from your other PayMan accounts, and in the absence of sufficient balance in them based on an extract from the debit balance on the PayMan account(s) according to the procedure of the Civil Procedure Code.
- **7.9.** You agree and undertake to us not to violate the rules for access to the PayMan Application, as well as not to do anything to interrupt or impair its functionality, including, without limitation: not to distribute files containing viruses, corrupted files or other similar software or programs that can be used to access, modify, delete or damage data files.
- **7.10.** It is forbidden to use your PayMan account:
  - **7.10.1.** for receiving payments in violation of the restrictions specified in these General Terms and Conditions;
  - **7.10.2.** in contradiction with applicable legal and/or regulatory acts, including, without limitation, those relating to money laundering, fraud, criminal activity, financial services or consumer protection;
  - **7.10.3.** in connection with a transaction that is a prohibited transaction, according to these General Terms and Conditions and applicable legislation.
- **7.11.** With respect to your PayMan account that is accessible online, if there is explicit consent from you, given in advance with the form and content determined by Us, "PayMan Group" Ltd accepts that certain payment transactions on the account be initiated through a payment initiation service provider.
- **7.12.** With respect to your PayMan account that is accessible online, if there is explicit consent from you, given in advance with the form and content determined by us, "PayMan Group" Ltd agrees to provide account information through an account information service provider.
- **7.13.** Upon receipt of a seizure notice from authorities authorized by legislation on a PayMan account, the seizure notice is executed in accordance with the provisions of the current legislation.

### VIII. APPROVAL OF PAYMENT OPERATIONS

- **8.1.** You must approve each transaction at the moment it is initiated by you. In case you are a Client legal entity and use the functionality "Granting rights to a specific PayMan account", the approval of the respective transaction, at the moment it is initiated, can also be made by the person to whom you have granted Payer rights.
- **8.2.** The request for redemption will be considered to be made by you when you contact us to request redemption, as described in section XIV of these General Terms and Conditions.
- **8.3.** FOR CREDIT TRANSFERS, you should fill out a credit transfer payment order in the Application by selecting the "Send" button, and fill in the data for IBAN number of your PayMan account; name (denomination) of the recipient; international bank account number (IBAN) of the recipient, amount of the payment transaction, currency of the payment transaction, execution date, reason (information for the recipient), additional explanations and confirm the payment order by entering, in addition to your password, a one-time code that we will send you via message to your mobile number. The code will be valid for 5 (five) minutes. After that, you will need to start the operation again. For your convenience, regarding certain credit transfers, automatically filled transfer orders may be generated in your profile in the Application, which you should check and confirm in the manner specified in the previous sentences.
- **8.4.** FOR P2P OPERATIONS, you should select the data of your PayMan account to which you want to transfer funds and confirm the payment order by entering in the Application a one-time code that we will send you via message to your mobile number. The code will be valid for 5 (five) minutes. After that, you will need to start the operation again. To successfully perform a P2P transaction, you and the payment recipient must have active PayMan accounts with "PayMan Group" Ltd. For your convenience, regarding P2P operations, automatically filled P2P operation orders may be generated in your profile in the Application, which you should check and confirm in the ways specified in the previous sentences.
- **8.5.** Your consent for the execution of an operation will be considered received by us as follows:
  - **8.5.1.** for credit transfers/P2P operations at the moment we receive the payment instruction/payment order from you through the PayMan Application;
  - **8.5.2.** for requests for redemption of electronic money at the moment we receive the request from you in accordance with Section XIV of these General Terms and Conditions.
- **8.6.** You can withdraw or cancel your consent for the execution of a given operation (transaction) at any time until it is received by Us. Consent for execution will be considered received by us and irrevocable (within the meaning of Art. 85 of the LPSPS), after it has been verified and duly confirmed by you. Consent for the execution of a given operation (transaction) cannot be withdrawn (or canceled) by you after we have received it. For withdrawn (canceled) consent for the execution of an operation (transaction), after its receipt by Us, you owe the fees specified for this in the "PayMan Fees and Limits" document.
- **8.7.** For everything that is not agreed upon regarding the payment operations described in this Section and/or not agreed between us by a separate agreement, the relevant provisions of the LPSPS, Ordinance  $N^{\circ}$  3 of the BNB of April 18, 2018 on the terms and conditions for opening

payment accounts, for the execution of payment transactions and for the use of payment instruments and all additional instructions given by the regulator shall apply.

**8.8.** Operations on PayMan accounts are executed only and exclusively in full, and only if there is sufficient availability for the execution of the operation together with the accompanying fees and/or commissions, determined in the "PayMan Fees and Limits" document.

### IX. BLOCKING OF PAYMAN ACCOUNT. REJECTION OF TRANSACTIONS

- **9.1.** We may at any time block, suspend, restrict or deactivate your access to the PayMan Application or stop or restrict access to your PayMan account, for reasons related to the following:
  - **9.1.1.** we are concerned about the security of the PayMan Application.
  - **9.1.2.** we know or suspect that your PayMan profile and/or your PayMan account is being used in an unauthorized, illegal or fraudulent manner;
  - **9.1.3.** the account is used for the purpose of using unfair and/or misleading, aggressive, unfair commercial practices and actions and results prohibited by law and/or money laundering and/or terrorist financing and/or carrying out forms of fraud and abuse of trust of "PayMan Group" Ltd, and/or threaten the reputation of the Company;
  - **9.1.4.** we need to do so to comply with the law of any applicable jurisdiction;
  - **9.1.5.** we are notified that your device is lost or stolen, as described in detail in Section XI, or
  - **9.1.6.** if the Agreement between us has been terminated, as described in detail in Section X.
- **9.2.** We will inform you of the actions under item 9.1. through the Application (if possible), by phone and/or by email, stating the reasons for suspending, restricting or deactivating your PayMan profile and/or PayMan account, respectively for stopping or restricting access to your profile and/or for our refusal to issue and/or replace functionality in the PayMan Application. If it is not possible to inform you in advance, we will inform you immediately afterwards, stating the reasons for this. We will not inform you only if this would compromise the necessary reasonable security measures and/or would be illegal for another reason and/or we cannot contact you.
- **9.3.** We will unblock your PayMan profile and/or your PayMan account as soon as possible after the reasons for blocking cease to exist and we will inform you through the Application (if possible), by phone and/or email when we have unblocked your PayMan profile, and/or your PayMan account.
- **9.4.** We may refuse to perform a payment transaction if:
  - **9.4.1.** the balance available in your PayMan account at the time of the operation is insufficient to cover the amount of the operation and all applicable fees and commissions;
  - **9.4.2.** you have submitted payment documents (incl. orders) that are not formatted and/or do not contain all required standard details necessary for execution, i.e. there is missing, incomplete or inaccurate data;

- **9.4.3.** the execution of the payment order by Us would lead to violations of Bulgarian and European legislation, court decision and/or other mandatory acts provided for in a normative act.
- **9.4.4.** we consider it to be in favor of persons who are under a sanctions regime for settlement imposed in the officially adopted manner and rules, respectively when there are imposed internal or international sanctions/prohibitions for settlements, the implementation of which violates the adopted restrictions, as the consequences provided for under the restrictive regulations from the execution of such operations remain entirely at the risk, responsibility and expense of the Client orderer.
- **9.4.5.** we, at our discretion, consider that you are acting in violation of these General Terms and Conditions and/or applicable laws, rules and regulations:
- **9.4.6.** we consider that a certain transaction is potentially suspicious and/or illegal and/or violates these General Terms and Conditions and/or applicable laws, rules and regulations; or
- **9.4.7.** we consider that there are errors, malfunctions (mechanical or otherwise) or failures on the part of merchants, payment operators or payment schemes processing transactions;
- **9.4.8.** we cannot verify your identity;
- **9.4.9.** your identity document has expired and you have not provided us with a new identity document;
- **9.4.10.** you do not fulfill reasonable requests from us to provide information;
- **9.4.11.** if we have reason to believe that the security of your PayMan account has been compromised in any way or that you and/or any other third party are attempting to initiate or have already started illegal/prohibited/unauthorized transactions;
- **9.4.12.** the payment transaction you are trying to perform exceeds the transaction limits associated with your PayMan account;
- **9.4.13.** A seizure notice is received from authorities authorized by legislation on your account.
- **9.5.** If we refuse to perform an operation, we will inform you at the first opportunity and in any case by the end of the business day following the day on which we received the Request for the respective operation. We will not inform you only if informing you would compromise the necessary reasonable security measures and/or would be illegal in any other way.
  - **9.5.1.** For credit transfers/P2P transactions an error message will appear on the Application screen showing that the operation has not been performed. You can contact Us to ask about the reasons for our refusal to perform this operation and for instructions on what actions you can take to remove the reason that led to our refusal to approve the operation.
- **9.6.** In case we block your profile in PayMan, all functionalities will be blocked. In case we only block your PayMan accounts, operations cannot be performed from them, but you will be able to access notifications, update your identity data, access your transaction history and other passive functions of the Application.
- **9.7.** You can correct any information we hold that may cause us to refuse a given operation by contacting us.

### X. TERMINATION OF THE AGREEMENT AND CLOSURE OF PAYMAN ACCOUNT

- **10.1.** This Agreement will continue to be in effect until its termination in accordance with this Section.
  - **10.2.** You have the right to terminate this Agreement at any time with written notice to us. For services provided remotely, you have the legal right to withdraw from the agreement at any time during its duration. You do not have the right to change your decision regarding transactions already made by you through the use of your PayMan account.
  - **10.2.1.** In case you initiate termination of the Agreement, we may ask you to identify yourself by presenting certain documents/information determined by Us and/or to perform certain actions determined by Us to establish and certify that the request is made precisely by you.
- **10.3.** We have the right to terminate the agreement with you immediately by sending written notice to you if you violate any part of these General Terms and Conditions, including under one of the following conditions:
  - 10.3.1. in case of non-payment or delayed payment of amounts due to us;
  - **10.3.2.** in case of death or incapacity of a client natural person, respectively declaration of insolvency or liquidation of a client legal entity;
  - **10.3.3.** in case of non-fulfillment by you of relevant provisions of the current legislation, including in case of refusal or non-submission within the specified period of documents or information required by Us, as well as in case of impossibility to fulfill our obligations to perform comprehensive customer due diligence, according to Art. 17 of the Law on Measures Against Money Laundering;
  - **10.3.4.** when using the services of the Application in a way that violates the rights of third parties and/or if you take any actions that could threaten security and/or harm our good name and reputation;
  - **10.3.5.** if you violate and/or attempt to violate the protection of the Application (including, but not limited to: changing and/or attempting to change any information, undertaking unauthorized entries, unauthorized access or deletion of data, as well as interference with the service, system, host or network, any kind of spam, hacking, data falsification or other destructive or harmful actions or threatening security in any way);
  - **10.3.6.** in the presence of data that you use our services with fraudulent, illegal or unethical activity and/or allow a third party to do so;
  - **10.3.7.** if it is established that you are included in restrictive lists prepared by the UN Security Council, OFAC SDN lists, United Kingdom of Great Britain and Northern Ireland, European Commission;
  - **10.3.8.** if it is established that you are included in the list under the Law on Measures Against Terrorist Financing a list prepared by the Council of Ministers of individuals, legal entities and organizations against which special measures are applied;
  - **10.3.9.** if it is established that you are a person who carries out activities related to terrorism or terrorist financing;
  - **10.3.10.** in case of non-use of payment services through the PayMan Application for more than 6 (six) months and in case the balance on your payment account is 0 (zero) leva;

- **10.3.11.** in case there is already your profile in PayMan, through which you have successfully passed the verification procedure.
- **10.4.** Outside the cases under item 10.3, we have the right to terminate the Agreement with you for any reason by sending you at least 2 (two) months written notice.
- **10.5.** We have the right to terminate the Agreement with you immediately and/or immediately terminate your profile in PayMan and the use of your PayMan account, as well as other services offered by the Application, if we consider that your PayMan profile is being used intentionally by you or by someone else to commit fraud or for other illegal purposes. If we do this, we may notify you by phone or email as soon as it is possible for us to do so, at which point you must stop using your PayMan profile, and especially your PayMan account.
- **10.6.** We will refuse to close a PayMan account if a seizure has been imposed on it.
- **10.7.** In the event that we terminate or you terminate the Agreement, as soon as possible (and usually within 10 (ten) business days after you notify us that you are terminating this agreement), we will return all remaining funds in the balance of your PayMan account (after deduction of all current operations and applicable fees). Please note that in order to comply with applicable legal and regulatory requirements, including anti-money laundering and terrorist financing requirements, it may be necessary:
  - **10.7.1.** to confirm your identity; and
  - **10.7.2.** to receive the residual balance only in your personal bank account in your name, and you must notify us which of your accounts you prefer.
- **10.8.** The amounts in the PayMan accounts of a deceased Client are paid to the heirs after filling out an application signed by the heirs or their proxy and after presenting an extract from the death certificate, certificate of heirs/announced will, certificate from the municipality of the last residence of the testator that the amounts in the accounts have been declared and the inheritance tax has been paid, when such is due by law. If necessary, as well as in all cases of inheritance with an international element, including when a European Certificate of Succession is presented, before we pay the residual balance, we have the right to require the presentation of other documents by the heirs.
- **10.9.** After the Agreement is terminated, you will not be entitled to a refund of amounts you have already used for authorized or unaccounted transactions, and/or any fees for using your PayMan account made before the termination.

### XI. PROTECTING THE SECURITY OF YOUR PAYMAN PROFILE AND YOUR ACCOUNT

- **11.1.** You must treat your PayMan profile and your PayMan account, user identifiers, passwords, codes and PINs with the same level of care and diligence as if they were cash, and you undertake not to disclose them or allow them to be used by anyone else.
- **11.2.** In case your device through which you access your PayMan profile is lost or stolen, or if you suspect that someone else has access to your PayMan profile and/or PayMan account in the Application and/or knows your user identifiers, passwords, codes, follow the instructions

specified in Section XII below. You may lose part or all of the balance in your PayMan accounts in the same way as if you had lost money in your wallet if you do not follow Our instructions for security and confidentiality of access.

- **11.3.** You are responsible for setting up your password. Your password must meet the following requirements:
  - must consist of at least eight characters, maximum twelve;
  - at least six characters must be different;
  - must contain at least the following types of characters: digits, lowercase letter, uppercase letter, special character
  - must not be displayed in the order described on a European keyboard (for example qwerty).
- **11.4.** You must memorize your password and keep it secret at all times. You should never disclose to anyone your password and/or other information related to the personal protective characteristics of the payment instruments under these General Terms and Conditions. If you suspect that someone else knows your password, you must inform us immediately and change it as soon as possible.
- **11.5.** In case you enter 3 (three) consecutive incorrect passwords or code sent to you by Us, when logging into your PayMan profile or when approving a transaction, to ensure that it is actually you trying to log into your profile or approve the transaction, we may contact you and ask you to provide us with additional information to confirm your identity. The information is sent to the following email address: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>.
- **11.6.** We have the right to deactivate any of your identification codes or passwords, whether chosen by you or provided by us, at any time, if in our opinion you have not complied with any of the provisions of these General Terms and Conditions.
- **11.7.** We recommend that you periodically check the history of your account balance and your operations through the Application. We will provide you with a statement of recent transactions through the Application, and you may want to save a screenshot of this statement for your records. Your statement will show:
  - **11.7.1.** information related to the identification of each transaction:
  - **11.7.2.** the amount of each transaction, including collected fees, stated in the currency in which it was paid or debited from your PayMan account;
  - **11.7.3.** where applicable, the amount of each transaction after currency exchange (if any);
  - **11.7.4.** for each transaction the date on which your order was received by us, as described in Section VII of these General Terms and Conditions; and
  - 11.7.5. initial, final, and available balance in the PayMan account.
- **11.8.** For greater protection of your PayMan account, you should use the latest most up-to-date version of software for your device.

### XII. REPORTING SECURITY BREACHES AND/OR UNAUTHORIZED OR INCORRECTLY EXECUTED TRANSACTIONS (OPERATIONS)

- **12.1.** In case you know or suspect that:
  - **12.1.1.** Your device through which you access your PayMan profile has been lost, stolen or compromised by malicious software, AND/OR
  - **12.1.2.** someone else has access to your PayMan profile and/or PayMan account and/or services provided by your PayMan profile, AND/OR
  - **12.1.3.** Your user identifiers, passwords, codes and/or any other security information is known or has become accessible to a third party, you must notify us immediately in writing at the following email: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>
- **12.2.** In case you believe that a transaction (operation) that is not authorized by you has been processed or that the transaction (operation) has been performed incorrectly, you must contact us immediately in writing at email: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>. We may ask you to send us a transaction dispute form.
  - **12.2.1.** We will conduct an investigation regarding your claim that a given transaction (operation) was not authorized by you and when allowed by law, we may charge a fee for this investigation.

### XIII. REFUND OF FUNDS FROM UNAUTHORIZED OR INCORRECTLY PERFORMED TRANSACTIONS (OPERATIONS)

- **13.1.** Provided that you have notified us in accordance with Section XI, item 11.2. above any unauthorized/incorrectly performed transaction (operation), without delay and no later than 13 (thirteen) months from the date of its execution, you are entitled to a refund of the funds for this transaction under the conditions specified in this Section.
- **13.2.** In case you have initiated a transaction and the recipient has not received the ordered funds, we will make immediate efforts to trace the transaction and will notify you of the result. Unless we can prove that the payment transaction was received by the recipient's payment service provider, we will refund the relevant amount of the incorrectly performed operation and restore the balance of your account to the level it would have been if this particular transaction had not been performed.
- **13.3.** In case we perform a payment transaction in accordance with the information you have provided to us, including according to the IBAN you have specified, we will not be liable to you for non-execution and/or incorrect execution if it turns out that the information provided to us by you is incorrect, inaccurate and/or incomplete. However, we will make reasonable efforts to recover the funds associated with this transaction, for which we will charge you for the costs incurred by us.
- **13.4.** In case we are responsible for an incorrectly performed and/or unauthorized transaction for which you have notified us in accordance with Section XI, item 11.2 above, we will refund the relevant amount by restoring the balance of your PayMan account to the level it would have been if this particular transaction had not been performed.

- 13.5. In case an unauthorized transaction is performed as a result of fraud or when with intent or gross negligence you have not used PayMan or your PayMan account in accordance with these General Terms and Conditions (including not complying with the obligations to protect PayMan profile and/or PayMan account, user identifiers, Passwords, codes and/or PIN and/or any other security information), we will not refund the amount and you will be responsible for the entire amount of the unauthorized transaction and will bear all losses.
- **13.6.** In case you have grounds for refunding amounts for incorrectly performed or unauthorized transactions, we will refund them as soon as possible after receiving your claim or additional information that we may request to investigate your right to a refund, but no later than the end of the next business day after it has been noticed or we have been notified of the operation. However, if after investigation, we have reasonable grounds to believe that the refund is not actually due to you for any reason or that we have made an unjustified refund, we will have the right to request the return of the previous refund and you will be responsible for any loss caused to us or to you from the use of the Application and/or your PayMan account.
- **13.7.** When funds have been received in a PayMan account as a result of fraud, we have the right to debit the respective PayMan account with the respective amount and to perform an corrective transfer to restore the improperly received amounts to the account of the orderer or to the account of the payment service provider of the orderer, for which by accepting these General Terms and Conditions you give your consent.
- 13.8. When "PayMan Group" Ltd acts as the payment service provider of the recipient and has not executed or has incorrectly executed a payment transaction, "PayMan Group" Ltd immediately, but no later than the end of the next business day, after it has noticed or has been notified of the operation, credits the account of the recipient specified in the payment order with the amount of the non-executed or incorrectly executed payment transaction or in case of duplicate execution of an authorized payment transaction restores the recipient's account to the state it would have been without the execution of the incorrectly executed payment transaction. The deadline for crediting the recipient's account under the previous sentence does not apply when "PayMan Group" Ltd has reasonable suspicions of fraud and notifies the relevant competent authorities of this.
- 13.9. When "PayMan Group" Ltd acts as the payment service provider of the recipient and has incorrectly executed a payment transaction by crediting a payment account with a different unique identifier than the one specified in the payment order, or has credited the recipient's account with an amount different from the one specified in the payment order, or has duplicated the execution of an authorized payment transaction, "PayMan Group" Ltd has the right to perform an corrective transfer within 5 (five) business days from the date of crediting, respectively refunding under the previous item 13.8. "PayMan Group" Ltd may debit the recipient's account when there are funds in this account, up to the amount subject to correction, but no later than the deadline under the previous sentence. If there are not enough funds in the recipient's account to refund the amount subject to correction by the last day of the deadline under the first sentence, "PayMan Group" Ltd performs an corrective transfer in an amount equal to the balance in the account at that time.

### XIV. REDEMPTION OF ELECTRONIC MONEY HELD IN YOUR ELECTRONIC MONEY ACCOUNT

- **14.1.** You have the right to request redemption of electronic money held in your PayMan electronic money account.
- **14.2.** You have the right to redemption regarding the funds in your PayMan account at any time, in whole or in part, subject to the restrictions in this Section XIII.
- **14.3.** To process your Redemption Request, we may ask you to provide us with documents, evidence and other information to confirm your identity, in order to comply with applicable legal and regulatory requirements.
- **14.4.** The amount of the redemption fee is determined in the Appendix "PayMan Fees and Limits" and may change over time. The redemption fee specified in the Appendix is charged only if at least one of the following conditions is met:
  - **14.4.1.** if you request redemption before the expiry of the term of our agreement; or
  - **14.4.2.** if you have terminated the Agreement, according to these General Terms and Conditions before the agreed term of validity; or after the expiration of one year after the termination of the Agreement with us.
- **14.5.** We will refund the funds from your PayMan electronic money account, at Our discretion, we have the right to transfer them to a personal bank account in your name that you have used when funding your account with Us. Redemption in cash or by cash withdrawal of the monetary value of electronic money is not allowed.
- 14.6. When closing your PayMan account and terminating the Agreement on your part, you have the right to personally request through the Application to redeem the entire available balance of your electronic money, after deduction of all applicable fees at the time of closing your PayMan account (if any are available). After successful completion of our identification and verification procedures and compliance with legal and regulatory requirements, we will transfer to you the amount to which the available electronic money in the account amounts, reduced by the amount of applicable fees, such as redemption fee, specified in the "PayMan Fees and Limits" document or currency exchange fee, if applicable, and possibly bank transfer fees. We 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.
- **14.7.** We are not responsible for incorrectly made transfers based on incorrect or incomplete information. We are not responsible for delays in the redemption of electronic money when it is due to the participation of a third party in the transfer of redeemed money.
- **14.8.** You do not have the right to redemption of electronic money and cannot require us to do so if you do not have an available balance in your electronic money account for any reason, as well as if the balance is not sufficient to cover the fees for redemption.
- **14.9.** If the remaining amount of electronic money cannot be redeemed according to the clauses above, you have the right within 5 (five) years after the closure of the account to request redemption of the entire remaining amount in its entirety and in accordance with the General Terms and Conditions, after which period all electronic money remaining in your PayMan

account becomes our property. For the purposes of this provision, the account is terminated when you can no longer use your electronic money to perform loading and/or payment transactions or to use the service as a whole. Any redemption under this text depends on the successful completion of applicable checks in connection with the implementation of anti-money laundering measures, regarding fraud or other illegal actions, as you agree to provide the information requested by us to perform these checks. Nothing in this clause limits our right to terminate the Agreement in accordance with the other clauses in these General Terms and Conditions or the provisions of the law.

**14.10.** REGARDING NATURAL PERSONS: We will consider that the legal relationship between us continues until we are notified in writing of your death, at which point we will close the account with immediate effect. We should be notified in writing by letter to our management address (sending emails or text messages will not be considered proper notification) by the person who is empowered within the meaning of the Law with the right and obligation to be responsible for 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 other similar. We have the right to require as confirmation for your account any evidence that may be necessary for us to establish the proper empowerment and representation of the person claiming to have the right to dispose of your affairs, and we are not obliged to execute the instructions of this person until we are fully convinced of their proper empowerment. In the presence of electronic money, it will be refunded after proper identification of the person who is empowered to receive the funds to the respective payment account.

#### XV. OUR LIABILITY

- **15.1.** We will not be liable to you for damages and losses arising from:
  - **15.1.1.** any unauthorized operation (transaction), in which you have acted fraudulently or when with intent or gross negligence you have not used PayMan and/or your PayMan Account in accordance with these General Terms and Conditions (including your obligations for safe use of the PayMan Application and your PayMan account, user identifiers, Passwords, codes or other security-related information);
  - **15.1.2.** any transaction that we have performed in accordance with the information you have provided to us when it turns out that the information provided to us by you is incorrect, inaccurate or untrue (although we will make reasonable efforts to recover the funds for this transaction);
  - **15.1.3.** any unusual or unforeseeable circumstance beyond our control, when we could not avoid the occurrence of its consequences, despite making reasonable efforts to do so;
  - **15.1.4.** malfunction of your device or other equipment, browser, software or services that are necessary for the successful technical execution of a given operation and over which we have no control;
  - **15.1.5.** compliance with applicable legal and/or regulatory requirements.

#### **15.2.** We also will not be liable:

**15.2.1.** if in good faith, in accordance with these General Terms and Conditions, we have executed an ordered payment operation from a person - holder of the PayMan account and/or a person with granted "Payer" rights. The risk and consequences of the execution of regular payment orders that are inauthentic (inauthentic, with false content) or

- accompanied by inauthentic documents and declarations as a result of non-fulfillment of the Client's obligations remain at the expense of the Client; or
- **15.2.2.** for the consequences and damages from payment orders executed by Us, composed incompletely, incorrectly, improperly and/or for the execution/non-execution of which there is insufficient balance. The risk of these operations remains at the expense of the Client; or
- 15.2.3. for loss of income, reputation, missed benefits or expected savings; or
- **15.2.4.** for any loss or damage that does not directly result from the violation of these General Terms and Conditions by us; or
- **15.2.5.** for the quality and/or quantity of goods or services purchased by you through the PayMan Application; or
- **15.2.6.** for services provided by third parties, different from "PayMan Group" Ltd, through or with the technical assistance of the PayMan Application;
- **15.2.7.** for damages suffered and missed benefits from payments made before the moment of written notification of changes or circumstances regarding the collected information in connection with section IV, and in cases where the representative power of the person has been terminated, before "Payman Group Ltd" has been notified in writing of the termination of the powers of the person with Payer rights;
- **15.2.8.** for blocked amounts and/or operations by another bank, payment institution or electronic money company participant in the payment process, in the execution of payments by order/in favor of individuals and legal entities subject to restrictions and/or sanctions;
- **15.2.9.** for damages suffered and missed benefits due to interruption of activity, which directly or indirectly is due to the activity or system of a third party.
- **15.3.** We do not control the subject and/or legality of the transaction, which is the basis for making the transfer, unless the obligation for such control arises from a normative act.
- **15.4.** We will make reasonable efforts to provide you with a PayMan profile and PayMan account, but we will not be liable for losses or damages that arise if they or the PayMan application are not accessible at any time for reasons beyond our control, or if access is interrupted for reasons beyond our control.
- **15.5.** Except for the losses specified in the points above (for which we are not responsible) and subject to the requirements of the PSPSL and the points below, the maximum total amount of our liability to you for damages under or in connection with these General Terms and Conditions, under all circumstances will be limited to the amount of 500 (five hundred) leva for each 12 (twelve) month period of the Agreement. The limitation stated in the previous sentence does not apply to the cases and hypotheses described in section XII above.
- 15.6. As an electronic money company, "PayMan Group" Ltd applies reliable measures to ensure business continuity, effective contingency plans and a procedure for regular testing and review of the effectiveness and adequacy of these plans, as well as security rules that protect payment service users against identified risks, fraud or illegal appropriation of sensitive and personal data. Nevertheless, we do not guarantee and do not promise, given the possible actions and impacts from third parties, over which "PayMan Group" Ltd has no control, that PayMan will meet your requirements or that the operation of the PayMan Application and PayMan account will be uninterrupted or error-free or that the PayMan Application will not have any viruses, Trojan horses or other similar software or similar programs that can be used to access, modify,

delete or damage data files or other computer programs used by you, or that defects in the PayMan Application will be corrected (although we will strive to help you if you contact us).

- **15.7.** You are responsible for configuring your information system, computer programs and platform to access the PayMan Application. We do not provide antivirus software, at your discretion you can use your own antivirus software.
- **15.8.** We will not be liable for any loss or damage caused by a virus, distributed denial of service attack or other technologically harmful material that may infect your computer or other device or equipment, computer programs, data or other proprietary material for the use of the PayMan Application, over which we have no control.
- 15.9. You will use the PayMan Application and your PayMan account at your own risk.

### XVI. INTELLECTUAL PROPERTY AND PROTECTION OF INFORMATION

- **16.1.** All intellectual property rights related to the PayMan Application and its content worldwide belong to "PayMan Group" LLC. All proprietary and non-proprietary rights to the Application are owned by "PayMan Group" LLC. You do not acquire any rights regarding the PayMan Application, except for the right to use it personally in accordance with the terms of these General Conditions.
- **16.2.** "PayMan Group," "Mr. PayMan," "PayMan account," "Mr. PayMan," "PayMan Group," "PayMan account," and all related internet addresses, logos, trademarks and/or designs, software codes, visualizations, interactive functionalities or similar, software, interfaces, standard or special designs, the Application, or visualizations or other materials related to our service, are protected by copyrights, registered trademarks and/or patents or other intellectual property rights of ours or of a third party licensor. You are not entitled to use, copy, imitate, modify or alter, sell, distribute, or provide them without our express prior written consent, given in a separate agreement.

### XVII. PROTECTION OF YOUR PERSONAL DATA. FINANCIAL SECRECY

- **17.1.** We have the right to store and process your personal data. For information about our practices in protecting confidential data, you are obliged to read the Privacy Policy, which is an integral part of these General Terms and Conditions, accessible in the PayMan Application.
- **17.2.** We, as a provider of payment services and electronic money services, are bound under applicable law to maintain confidentiality regarding your financial information ("Confidential Information").
- **17.3.** Information about transactions and balances in PayMan accounts is provided only to the respective Client and/or persons authorized by them for this purpose with a power of attorney with notarized signature (or certified in another proper manner provided for in the current legislation), as well as to the competent authorities, in compliance with the legal procedure.

- 17.4. With the legal fact of opening a PayMan account, the Client confirms that they have voluntarily provided their personal data and the data of the persons authorized by them for the realization of the purposes and relationships regulated by these General Terms and Conditions. The Client agrees and authorizes "PayMan Group" Ltd to provide information constituting financial secrecy about the Client and authorized persons to lawyers, accountants, auditors and other external consultants and persons working for "PayMan Group" Ltd, as its partners, proxies, executors, intermediaries and/or others, as well as to other financial, commercial and administrative institutions in the country and abroad, including in cases when they are related to "PayMan Group" Ltd persons, within the meaning of applicable law.
- **17.5.** You are obliged not to disclose to third parties the data on your PayMan accounts or otherwise create prerequisites for access to information, data and documents related to your PayMan accounts, and you are obliged to take all measures against the possibility of operations on PayMan accounts by unauthorized persons.

### XVIII. FEES AND LIMITS

- **18.1.** Detailed information about the fees/commissions and limits associated with your PayMan account can be found in these General Terms and Conditions and the "PayMan Fees and Limits" document, which you have access to through your profile in the PayMan Application or on Our website. All restrictions on the use of your PayMan profile and your PayMan account are described in the "PayMan Fees and Limits" document.
- **18.2.** The charged fees/commissions will be debited directly from your balance in your PayMan account.
- **18.3.** The "PayMan Fees and Limits" document may be changed unilaterally by Us with two months' notice addressed to you. You will be informed about changes in the "PayMan Fees and Limits" document through the PayMan Application, email and/or any other notification channel specified in the General Terms and Conditions, and you will be duly notified.
- **18.4.** Your PayMan account will be activated with standard limits for the services specified in the "PayMan Fees and Limits" document. The limits of your PayMan account are defined in the respective Limits section in the "PayMan Fees and Limits" document.
- **18.5.** At Our discretion, you may be allowed to use only part of our services, such as loading electronic money at certain limits.
- **18.6.** Due to legislative reasons, or due to risk management considerations, or security measures, We may impose or change limits unilaterally and without your consent, for which we will inform you through the Application unless we have the right by virtue of the Law not to notify you in certain cases. We have the right at our own discretion to decide whether to amend the limits after a customer request for change of limits and we will not be liable in case of refusal in connection with such a request.

**18.7.** By activating your PayMan profile, you agree to pay all applicable fees associated with the use of the PayMan Application, your PayMan account, as specified in these General Terms and Conditions, respectively in the "PayMan Fees and Limits" document.

### XIX. YOUR PERSONAL DATA AND CONTACT DETAILS

- **19.1.** By accepting these General Terms and Conditions, you confirm that the information you provide and will provide to us is true, accurate and up-to-date. You confirm that you will notify us immediately by contacting us at <a href="mailto:support@mrpayman.com">support@mrpayman.com</a> if you change your personal data. You can also update your address and email data by following the instructions in your profile in the PayMan Application. To contact you regarding your PayMan profile, your PayMan account, We will use the latest known contact details you have provided to us.
- **19.2.** The personal data you provide to us (including, without limitation, email address or other user identifier and password) will be processed by "PayMan Group" Ltd in accordance with and for the purposes specified in these General Terms and Conditions and our Privacy Policy. Please read our Privacy Policy carefully as it provides information on how we use, share, store and process your personal information.

### XX. CHANGES TO THE GENERAL TERMS AND CONDITIONS

- **20.1.** You hereby agree that we have the right to periodically introduce changes to the General Terms and Conditions. Notification of changes is made in the manner specified in this section and in section XXI, item 21.5.
- **20.2.** For changes in the sections related to the Payment services and instruments offered by "PayMan Group" Ltd, from these General Terms and Conditions, "PayMan Group" Ltd notifies Clients within a period of not less than two months before the date on which the changes take effect, except in cases where a shorter period is imposed due to regulatory requirements. The notification under the previous sentence is considered to be made on the date of sending information about the changes to the Client's registered email address.
- **20.3.** Within the established in these General Terms and Conditions, "PayMan Group" Ltd has the right to change unilaterally the "PayMan Fees and Limits" document, for which it notifies its Clients by sending information about the changes to the Client's registered email address and by publishing the changes on the website of "PayMan Group" Ltd. The notification under the previous sentence is considered to be made on the date of sending information about the changes to the Client's registered email address.
- **20.4.** You understand and accept that you will be deemed to have accepted and agreed to the amendments unless you notify us otherwise by notice in accordance with the manner provided in the General Terms and Conditions before the date on which the amendments will come into force, in which case the Framework Agreement described in these General Terms and Conditions will be deemed terminated, immediately and before the amendments come into force.

#### **20.5.** Nothing in this Section limits:

- **20.5.1.** Our right without prior notice to update and revise periodically our policies or to add periodically new functionalities to the service, which can be accepted by you through the very use of these new functionalities. Such revisions may be introduced in a manner chosen by us, and this manner may include communication via email or by publishing the information on our website for the service or in the Application;
- **20.5.2**. The right of the parties to amend the terms of this section when this amendment is not prohibited by Law and both parties agree to it.
- **20.6.** We have the right to make innovations, improvements, developments, to add new functionalities, to improve your PayMan profile and/or products unilaterally and without your consent, for which we will inform you through the Application.
- **20.7.** When amending these General Terms and Conditions, they remain valid and retain and continue their effect for the existing legal relationships in their last current version.

### XXI. COMMUNICATION AND NOTIFICATIONS

- **21.1.** All information will be provided or made available to you in an accessible manner, in Bulgarian or English, or another language supported by us, in a clear and understandable form.
- **21.2.** You agree that we send you notifications and other messages through the Application, the email address provided by you or by other appropriate means in connection with any matter relating to the use of the PayMan Application, including these General Terms and Conditions (including amendments and additions to the General Terms and Conditions), notifications and/or provision of information about "PayMan Group" Ltd and authorization of payments.
- 21.3. In fulfillment of its obligation to provide the information required by law, "PayMan Group" Ltd maintains and provides its customers with current, complete and detailed data on the products, services, fees and commissions offered by the Company, as well as these General Terms and Conditions by making them available on the Company's website and in the PayMan Application. Clients are obliged to follow and inform themselves about the content of the current and applicable General Terms and Conditions, the "PayMan Fees and Limits" document, as well as all changes to them and cannot invoke ignorance of the conditions of "PayMan Group" Ltd in force at any time, listed above, with which the respective Client is bound and which engage them from the date of their announcement in the ways specified above, under the premise that they do not relate to changes that come into force in the terms established according to the regulatory framework.
- **21.4.** In fulfillment of its obligation to provide the information required by law, "PayMan Group" Ltd maintains and provides its customers with current, complete and detailed data on the products, services, fees and commissions, limits offered by the Company, by providing access to them on the Company's website and through the PayMan Application. The Client is obliged to follow and inform themselves about the content of the current and applicable General Terms and Conditions, the "PayMan Fees and Limits" document, as well as all changes to them and cannot invoke ignorance of the conditions of "PayMan Group" Ltd in force at any time, listed above, with which the Client is bound and which engage them from the date of their announcement on the Company's website and/or in the PayMan Application, provided that they do not relate to changes that come into force in the terms established according to the regulatory framework.

- **21.5.** Certain messages are sent in the following manner:
  - **21.5.1.** The General Terms and Conditions and the Appendices thereto, incl. the "PayMan Fees and Limits" document, are provided to you through the Application and/or to the registered email address, upon registration and will be accessible to you at all times in your PayMan Profile;
  - **21.5.2.** Amendments to these General Terms and Conditions and the Appendices thereto, incl. in the "PayMan Fees and Limits" document, after registration, are provided to you through the Application and/or to your registered email address and will be accessible to you at all times;
  - **21.5.3.** Except in cases where these General Terms and Conditions specify otherwise, notice of termination of the Agreement with you will be provided through your PayMan profile in the Application and/or to your registered email address;
  - **21.5.4.** Information about balance, transactions or statements will be available in the transaction history, accessible in your PayMan profile in the Application;
  - 21.5.5. Information about the discontinuation of services and/or refusal to execute transactions with electronic money will be provided to you through your PayMan profile in the Application and/or by sending an electronic message to your registered email address.
- **21.6.** The Client pays the Company a fee, according to the "PayMan Fees and Limits" document for providing information with delivery to an address on paper or in the form of a certificate, or for providing additional information/information for a period shorter than monthly at the Client's request, unless otherwise agreed with the respective Client.
- **21.7.** Any notice sent to us in connection with these General Terms and Conditions must be sent by registered mail to Our management address specified above or to email: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>.
- **21.8.** In some of the urgent cases listed below, you should notify us immediately:
  - **21.8.1.** Notice of loss, theft, illegal use or unauthorized use or security breach must be made immediately to the Customer Contact Center at the following email: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>
  - **21.8.2.** Notice of application for purchase of electronic money, redemption of electronic money upon termination of the Agreement must be sent through your PayMan profile in the PayMan Application;
  - **21.8.3.** Notice that you do not agree with the amendments to the General Terms and Conditions and/or the Appendices thereto, before the amendments come into force, must be sent to the following email: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>;
  - **21.8.4.** Notice from you regarding a specific complaint about a given service must be sent through your PayMan profile in the PayMan Application or to the following email: <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>. We reserve the right not to honor your requests for refunds arising from unauthorized transactions made through the chat communication channel.
- **21.9.** If you send notices to us via electronic message, it must be sent from your email address that is registered when registering to create a PayMan profile. If you contact us for customer service or complaint via an email address that is not registered in your PayMan profile, we may require you to confirm your identity before responding.

- **21.10.** All email addresses that we have announced in the PayMan Application can be used solely for general informational purposes regarding the functionalities of the service.
- **21.11.** In order to help us continuously improve our services, as well as for security reasons, We may monitor and/or record our telephone conversations with you.

### XXII. OTHER PROVISIONS

- **22.1.** These General Terms and Conditions, including the "PayMan Fees and Limits" document, Privacy Policy, and other legal documents (if any), constitute the documents that govern our legal relationship in connection with your use of the PayMan Application and your PayMan account and completely replace all previous arrangements in connection with the use of the PayMan Application and the products and services provided by "PayMan Group" Ltd.
- **22.2.** You agree that even if we do not exercise any of our rights or legal possibilities under these General Terms and Conditions (or arising by virtue of the Law), this will not constitute a waiver of right on Our part and these rights or legal possibilities will continue to exist as a possibility for Us.
- **22.3.** In cases where there is a separate agreement with a Client and something different from what is regulated by these General Terms and Conditions is established in it, the clauses of the respective agreement apply.
- **22.4.** In case the Court, which is competent to make decisions on issues related to the General Terms and Conditions, rules that any of the clauses in these General Terms and Conditions is invalid in relation to you, then that clause does not apply, without affecting the rest of the General Terms and Conditions. The remaining clauses in the General Terms and Conditions continue to be valid and applicable.
- **22.5.** You do not have the right to transfer your rights and obligations under these General Terms and Conditions or otherwise assign or relinquish them without Our prior written consent.
- **22.6.** We may transfer our rights and obligations under these General Terms and Conditions to a third party by giving you at least two months' notice by email and/or through your PayMan profile in the PayMan Application, unless the transfer is necessary for regulatory reasons. In case of such transfer, if you disagree, we will provide you with the opportunity to terminate the Framework Agreement without fees, penalties and similar sanctions.
- **22.7.** Any claim or dispute arising in connection with the General Terms and Conditions and/or as a result of the provision of Our services must first be addressed to Us through your PayMan profile in the PayMan Application or through your registered email address. You must submit your complaint in writing, clearly stating its basis. Complaints from Clients who have not been successfully identified and verified will be left unanswered, unless the complaint is related to the identification and verification process. Any complaint will be reviewed within 5 (five) business days of its receipt, provided that the received complaint is clearly explained and properly submitted, and the Client will be duly notified of the results of the investigation of the complaint. If applicable and necessary, we will take immediate necessary measures to correct the situation

that has arisen. In case there is no pronouncement within the deadline on the Client's complaint due to reasons beyond our control, We undertake to send a response to the Client, which should contain 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 the registration of the complaint by the Client. If you, nevertheless, are not satisfied with the result of the investigation, you have the right to refer your complaint to the following regulatory body:

\*\*The Conciliation Commission for Payment Disputes,\*\* at the following address: Republic of Bulgaria, Sofia, p.c. 1000, 1 Vrabcha Str., 4th floor, telephone: +359 2 9330565; Telefax: +359 2 9884818; E-mail: adr.payment@kzp.bg; Website: www.kzp.bg and http://abanksb.bg/pkps, which is competent and authorized to review and decide in an out-of-court manner the dispute in a manner binding on the parties. When the dispute relates to online sales or service contracts, the Electronic Platform for Online Consumer

- **22.8.** All relations between Us and You that are not regulated by these General Terms and Conditions or by a separate agreement are governed by the Payment Services and Payment Systems Act, Ordinance No. 3 of 18.04.2018 of the Bulgarian National Bank on the terms and conditions for opening payment accounts, execution of payment transactions and use of payment instruments, as well as other relevant provisions of Bulgarian legislation.
- **22.9.** For disputes and/or complaints that cannot be resolved otherwise, You agree that they shall be subject to the jurisdiction of the competent courts in Sofia, Republic of Bulgaria, except in cases where you are a consumer and have the right to choose to file a claim in the Court of the country of your permanent residence.

### TRANSITIONAL AND FINAL PROVISIONS

- **1.** These General Terms and Conditions, together with the document "PayMan Fees and Limits", which is an integral part of the General Terms and Conditions, were adopted on 13.02.2024.
- 2. These General Terms and Conditions, together with the document "PayMan Fees and Limits", which is an integral part of the General Terms and Conditions, have been supplemented and published official website "PayMan Group" on the of (https://paymangroup.com/document/gtc/bg/0.1). The additions are related to: the introduction of new types of Credit transfers (instant payments "Blink", payments to the budget, mass payments from a file), as well as the introduction of new functionality for granting rights and access to a specific PayMan account. As these changes are in your favor, they will take effect immediately, as of July 03, 2024, for all Users registered in the PayMan Application, and the choice of whether to use the new services is entirely at your discretion.
- **3.** These General Terms and Conditions, together with the document "PayMan Fees and Limits", which is an integral part of the General Terms and Conditions, have been amended and published on the official website of "PayMan Group" Ltd (<a href="https://paymangroup.com/document/gtc/bg/0.1">https://paymangroup.com/document/gtc/bg/0.1</a>). The amendments are related to:

- Change in the name of the document, with the new name being: General Terms and Conditions for Payment Services and Use of the PayMan Application;
- Addition of new Definitions, such as IBAN, Secondary IBAN, Payment Order, Instant Transfer Blink, Budget Payment, Mass Payment, Statement, Subscription, Subscription Plan, PayMan Group Working Hours, Working Day;
- Addition of new conditions for changing the subscription plan and opening subsequent accounts in section V. OPENING A PAYMAN ACCOUNT/ACCOUNTS. SUBSCRIPTION PLANS;
- Added conditions for execution of Garnishment Notice in section VII. USE OF YOUR PAYMAN ACCOUNT and in section IX. BLOCKING OF PAYMAN ACCOUNT. REJECTION OF TRANSACTIONS:
- Addition of new conditions in section XI. OUR LIABILITY
- Editorial changes in all articles of the General Terms and Conditions, made to present the text more clearly, without changing its content and meaning from the previous version of the General Terms and Conditions;
- Changes in the document "PayMan Fees and Limits": introduction of new one-time fees for changing the subscription plan. Changes in the values of transaction limits per account; introduction of two new Subscription plans.
- In sections: XI, XII, XIX, XXI, the email address for communication with PayMan Group has been changed from <a href="mailto:mrpayman@mrpayman.com">mrpayman@mrpayman.com</a> to <a href="mailto:support@mrpayman.com">support@mrpayman.com</a>

For Clients with whom there is a Contract concluded as of 05.09.2024, the new General Terms and Conditions, together with the document "PayMan Fees and Limits", will enter into force after the expiration of 2 (two) months from the moment of receiving the notification (according to the method described in section XXI, item 21.5.2.), and for all Clients with whom a Contract is concluded from/after 05.09.2024, the new General Terms and Conditions, together with the document "PayMan Fees and Limits" enter into force immediately - from 05.09.2024.