myPOS Refer a client Terms and Conditions

Last Update: 11.05.2023

The myPOS Refer a Client Programme ("MRC Programme") allows you to receive a commission from myPOS Technologies AD for referring perspective new Clients to sign up for a myPOS Account and activate at least one myPOS terminal.

Below are the terms and conditions (the "Terms and Conditions") of myPOS Technologies AD, with seat and address: Bulgaria, Varna, Business Park Varna B1, email: office@mypos.eu, (hereinafter referred to as "myPOS") applicable to the MRC Programme. Please read them carefully. By referring a potential Client to the MRC Programme, you will be deemed to have accepted and be bound by these Terms and Conditions.

These Terms and Conditions do not regulate e-money or payment services. They regulate the provision of intermediary services and payment of a commission for intermediary services to refer potential clients for use of e-money and payment services.

1. Definitions:

"Commission" means the remuneration you are entitled to receive for referred Client, who has signed up for myPOS account, has successfully passed our verification procedures and have activated at least one myPOS terminal for the myPOS Service;

"Discount" means the one-off discount of the retail sales price which the Client you refer is entitled to upon purchasing a myPOS terminal via this MRC Programme;

"myPOS Account" holds the same meaning as in the Legal Agreement for myPOS Account;

"myPOS Service" holds the same meaning as in the Legal Agreement for myPOS Service;

"Prospective Client" means the potential new client to whom you have sent a link and who has completed the process of application for a myPOS Account;

"Referred Client" means the potential new client to whom you have has sent a link, who has registered for myPOS Account, has been successfully verified by us, has bought and has activated at least one myPOS Terminal for myPOS Service.

"Referral Link" means a unique link, which is generated by myPOS in your online account, which you can send to Prospective Clients to refer them to subscribe for myPOS Account;

"Distributor" means a myPOS partner which has entered into Distribution arrangements with one of myPOS' affiliate companies and provides support to Merchants and Referred Clients.

2. Eligibility Criteria

2.1 In order to participate in the MRC Programme, you must:

i. have an active myPOS Account, which is verified and is in good standing;

ii. not be an employee or an immediate family member of an employee of any company in the myPOS group or related companies;

iii. not be a Distributor, agent or other service provider or a direct family member of such of any company in the myPOS group;

2.2 Any authorized user who has been granted access to your myPOS Account has the possibility to send out Referral links. The Commission shall be due only once per Referred Client and shall be paid once to your myPOS account.

2.3 To participate in the MRC Programme, login to your myPOS Account, chose "Start inviting" and get your unique "Referral link", which you should use each time when you want to refer a Prospective Client. You can share the link via: Copy, SMS – opens text message app (from mobile only), e-mail, Gmail, Facebook, Twitter, LinkedIn, Viber, WhatsApp and other ways which we may introduce in the future.

2.4 You can edit the extension of the Referral link so as to make it more recognizable that it is coming from you.

2.5 You should send the Referral link to persons whom you know have a legal business activity and may need a solution to accept payments with cards from their customers or partners. You agree that the Financial Institution that opens the e-money

account and/or provides the payment services has the sole discretion to accept or not a Prospective client and we shall not be liable for any compensation in case of decline of Service to a Prospective Client.

3. Prohibited activities

3.1 You shall not, and shall ensure that Referred Clients do not perform any of the following activities:

i. Create or operate multiple myPOS online accounts without the prior written consent of myPOS.

ii. Make, in the reasonable discretion of myPOS, fake and/or artificial registrations or transactions or any activities for the sole purpose of generating Commission.

iii. Register a myPOS Account on behalf of another person.

iv. Allow any third-parties to publish your Referral Link on their websites, social media or other marketing materials.

v. Offer incentives or rewards to Prospective Clients to encourage them to apply for a myPOS Account.

vi. Create or employ any mechanism designed to artificially or automatically generate myPOS Account sign-ups.

vii. Register a myPOS Account using counterfeit, forged, imitated, stolen or otherwise altered identification documents.

viii. artificially attempted to generate any Referred Clients by use of deception or misrepresentation;

ix. commit, or collude with others to commit, fraudulent activity;

x. make transactions that have no commercial purpose or are not in compliance with any of our Terms and Conditions, our Acceptance Policy, laws or regulations.

3.2 You shall not refer any of your family members, including but not limited to, your spouse, common law partner, civil partner, child, step child, parent, parents-in-law or grandparent.

4. Commission

4.1 In consideration for each Referred Client you introduce, as confirmed by myPOS in accordance with these Terms and Conditions, myPOS will pay you a one-time commission depending on your country (the “Commission”).

4.2 The Commission/s become due to you after the Prospective Client becomes a Referred Client and once a month on a fixed date – the 20th of every month or if not a business day, the next business day. The Commission shall be paid into your myPOS Account as MCR Commission.

4.3 myPOS shall not be responsible for any taxes, duties, assessments, fines or levies or other amounts payable by you to any governmental or regulatory authority arising out of your participation in the MRC Programme. You are responsible for reporting any taxes owed in relation to revenues earned through the Programme.

4.4 myPOS reserves the right to change the applicable commission rate, conditions or to introduce a total cap by giving you a one (1) month' written notice sent to the primary email address registered to your myPOS Account.

4.5 myPOS shall not owe any commissions or compensations to you or the Prospective Client if the Client does not register for myPOS Account or cannot be verified under the procedures of myPOS or is not able to activate the myPOS Terminal for reasons for which we are not responsible, or is a Client who is not Eligible for the myPOS Service or has been blocked due to fraudulent transactions or similar reasons.

4.6 myPOS shall also in its sole discretion have the right to withhold or debit from your myPOS Account the whole or part of any payment of Commission where it reasonably suspects or knows that any of the prohibited activities referred to in section 3 above has taken place.

5. Discount for the Referred Client

5.1 The Prospective Clients which you refer to myPOS shall be offered a Discount from the retail sales price of the selected myPOS Terminal by our affiliate selling the POS terminals. The Discount shall be displayed during the online purchase of the myPOS Terminal.

5.2 To use the Discount, the Prospective Client has to use the Promo code, which will be generated during the online sale. The Promo code can be used only once and does not apply together with other promo codes (if available). The Promo codes does not apply to other purchases and does not apply to myPOS GO Terminal.

5.3 The Promo code shall only work if there is at least one myPOS terminal or a bundle bought and shall not apply in the event that the purchase consists of only accessories for myPOS.

5.4 The Discounts may be discontinued upon our or that of our affiliate's decision. This shall not affect the application of the MRC Programme, which shall remain in force until terminated as per these Terms.

6. Warranties

6.1 You warrant represents and undertakes to myPOS that:

i. you shall not, engage in the distribution of any bulk emails (spam) in any way mentioning or referencing myPOS, other myPOS Group companies or any myPOS products or services.

ii. you shall comply with all applicable laws and regulations.

iii. you shall not breach or attempt to circumvent myPOS's security or verification procedures.

iv. you shall only share your Referral Link with third-parties so that they may sign up for a myPOS Account.

7. Privacy and personal data

7.1 Processing of personal data is governed by the myPOS Privacy Policy. We are authorized to store and process Referring Merchant's and Referred Client's data in terms of the applicable legislation on data protection (and any amendment thereof), to the extent that is necessary for the appropriate conduct of the business relations. Further information on the processing of personal data can be found in the myPOS Privacy Policy - https://www.mypos.eu/en/terms-conditions

8. Changes to Terms and Conditions

8.1 myPOS reserves the right to change these Terms and Conditions at any time including the right to withdraw the MRC Programme completely.

8.2 Changes will be communicated via e-mail to the primary e¬mail address registered with your myPOS Account. The proposed change will come into effect 1 month after the notice is deemed to be delivered, unless you give us written notice that you object to the proposed change. Your objection notice shall be deemed to constitute a notice to terminate your participation in the MRC Programme.

8.3 The 1 month' notice period shall not apply where we believe, in our reasonable opinion, that the change neither reduces your rights nor increases your obligations. In such instances, the change will become effective immediately without prior notice.

9. Termination

9.1 myPOS reserves the right to end the MRC Programme at any time in its sole discretion by giving you 1 month' written notice sent to the primary email address registered to your myPOS Account.

9.2 myPOS may immediately terminate your participation in the MRC Programme in the following circumstances:

i. you commit a material breach of these Terms and Conditions or the myPOS Account Terms of Use;

ii. myPOS in its sole but reasonable discretion believes you or any of your Referred Clients has conducted a prohibited activity as set out in section 3 of these Terms and Conditions.

9.3 If myPOS terminates your participation in the MRC Programme under section 8.2 of the Terms and Conditions, myPOS shall stop paying Commission to you immediately upon termination.

10. Dispute Process/Limitation of Liability/Indemnification

10.1 You have thirty (30) days from the date of each Commission payment ("Claim Period") to challenge the amount or

calculation of the Commission paid (“Claims"). Where notice is provided in the Claim Period, myPOS shall use reasonable commercial efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commission to you. If you fail to provide notice to myPOS of a Claim within the Claim Period, you shall be deemed to approve the Commission. After the Claim Period, myPOS shall be under no obligation to investigate any Claims and, to the extent permitted by law, you hereby release and discharge myPOS from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to you (“Released Claims”).

11. General

11.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Bulgaria. Any dispute under these Terms and Conditions or otherwise in connection with your myPOS Account shall be brought exclusively in the courts of Sofia, Bulgaria.

11.2 If there is any discrepancy between any translated version and the original English version of these Terms and Conditions, the English version shall prevail.

11.3 The MRC Programme shall not be construed to create any employment relationship, agency relationship or partnership between you and myPOS or any myPOS group company. You shall have no authority to bind myPOS or enter into any agreement on its behalf and nor shall you be considered to be an agent of myPOS or any myPOS group company in any respect.

11.4 If any part of these Terms and Conditions is found by a court of a competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.