

# Cardholder Agreement – Consumers

## Introduction

These terms and conditions (together with the Tariff and any other documents incorporated by reference, the "Agreement") set out the terms and conditions that apply to your Account, Cards and any other associated services provided to you by Paynetics AD ("Paynetics", "we" "us", "our") under this Agreement.

This Agreement constitutes a legal contract between you and Paynetics. It contains important information that may affect your rights, use of any of our services and your ability to recover your money. Please read all of the documents forming part of this Agreement carefully and keep a copy or download a copy of them for your records and future reference.

This Agreement shall be governed by and construed in accordance with the laws of Republic of Bulgaria, without giving effect to conflict of law principles, and subject to mandatory provisions under the laws of your country of residence. To the extent that the Bulgarian law is in conflict with laws of your country of residence, the law of Republic of Bulgaria shall prevail to the maximum extent possible. If not prohibited by the laws of your country of residence, disputes shall be settled by the Bulgarian courts.

You can request a copy of this Agreement at any time throughout its duration by contacting our Customer Relations Centre. By submitting your order for an Account or an Account with a Card to Paynetics and by clicking "I Agree to Paynetics AD Cardholder Terms and Conditions" in the relevant box, you indicate that you have accepted this Agreement.

Ticking the "I Agree to Paynetics AD Cardholder Terms and Conditions" box shall have the meaning of an electronic signature as provided in the Bulgarian Law on the Electronic Document and Electronic Trust Services, and by accepting the Agreement, you agree that the legal force of the said electronic signature placed by you shall be equivalent to the handwritten signature.

By accepting this Agreement in the manner described above, you enter into a framework agreement with Paynetics AD governing your Paynetics Account and Card(s).

You should read this Agreement alongside our Privacy Policy which you can view here <https://paynetics.digital/privacy-and-security-policy/>. Our Privacy Policy (as it may be amended from time to time in accordance with its terms), together with this Agreement, describes the basis upon which any personal data we collect about you, either directly or from our authorised partners or that you provide to us or them, will be processed, handled, and shared by us.

## DEFINITIONS

In this Agreement:

**"Account"** or **"Paynetics Account"** means a payment account opened and maintained for you by Paynetics under this Agreement, which is used for the execution of payment transactions and/or card payments. The Account is denominated in EUR and is allocated an International Bank Account Number (IBAN).

**"Agreement"** shall mean this document together with:

- Tariff of Paynetics AD (the "Tariff"),
- Privacy Policy, and
- Any other appendix explicitly specified herein, incorporated in the Agreement by reference.

**"App"** or **"Viber Pay"** means the digital wallet functionality through which we provide you with payment services as described hereunder. Viber Pay is accessible through the Viber mobile app, provided by Viber, and can be downloaded from Google Play Store and Apple's App Store or other relevant mobile app stores.

**"ATM"** means an automated teller machine that can be used for cash withdrawals using a Card, and sometimes for other payment and non-payment transactions.

**"Blocking the Card"** means a temporary discontinuation of the Card service by Paynetics resulting in an objective impossibility to use the Card. Paynetics shall keep a record of blocked cards. You will also be able to block (temporarily and permanently) the Card via the App in accordance with the terms of this Agreement.

**"Business Day"** means a day (excluding Saturdays and Sundays) on which the banks in Republic of Bulgaria generally are open in for normal business.

**"Card"** means any debit Mastercard© or Visa© card issued to you by Paynetics that is linked to your Account. The Card is a type of payment instrument which allows you to access the Account's balance to make debit card payments. The Card may be physical or virtual.

**"Card Organization"** means VISA Europe ('VISA') or MasterCard International Incorporated ('MasterCard') or any other association or organisation maintaining a card payment system applicable under this Agreement, including any affiliate, subsidiary or successor company of any of them, of which Paynetics is a member and is entitled to issue cards and accept payments, including using Cards accepted by such Card Organisation.

**"Card Payment"** means a payment made by you as the Cardholder using the Card including: a transaction at a physical POS terminal; ATM transaction; a transaction on the Internet using a virtual POS terminal, whereby the balance onto your Account is debited with the amount of the Card Transaction, together with the applicable fees, if any.

**"Competent Authority"** means a body acting in accordance with defined statutory functions and exercising public authority and public power for the purposes of payment services, electronic money, or other financial regulation, including, the Bulgarian National Bank ("BNB"), the European Banking Authority ("EBA").

**"CVC2"** means a three-digit code or password for Secure Internet Payments issued for each card. CVC2 is a strictly personalised code for access to funds available on the Card, which is entered using a virtual POS terminal. Each CVC2 entry using a virtual POS terminal serves to prove the identity of the Cardholder.

**"Deactivating the Card"** means the final discontinuation of the Card service by Paynetics.

**"End User", "Cardholder", "you", "yours"** means a natural person who has been approved by Paynetics, has accepted this Agreement for the provision of Paynetics` payment services by clicking "I Agree to Paynetics AD Cardholder Terms and Conditions" in the relevant box upon installation of Viber Pay and uses the payment services of Paynetics as provided for in the present Agreement.

**"Viber"** means Viber Media Bulgaria EOOD, a limited liability company incorporated and existing under the laws of Bulgaria with seat and registered office address at: 47A Cherni Vrah blvd., fl. 5, office 6, Sofia, Bulgaria, registered in the Bulgarian Commercial Register under company number 204983977, which is the operator that performs certain technical and operational functions in relation to our services, including the operation of Viber Pay, which connects you with Paynetics. Viber is entered into the register under art. 19 of the Bulgarian Payment Services and Payment Systems Act (PSPSA), kept by the Bulgarian National Bank (BNB), as an agent of Paynetics AD.

**"Identification" or "KYC Procedure"** means an identity verification procedure that requires at least provision of a valid passport / ID card and bank statement or other identification document, as well as a selfie of the person, together with the presented identity document in real time.

**"Paynetics", "we", "us", "our"** means Paynetics AD, a company incorporated in Republic of Bulgaria, under registration number 131574695 and having its registered office at 76A James Bourchier Blvd., 1407 Sofia, Republic of Bulgaria. Paynetics AD is an electronic money institution holding a license for operating as an electronic money company issued by the Board of Directors of the Bulgarian National Bank by Decision 44 of 11 April 2016 and is entered in the register kept by the Bulgarian National Bank, which is accessible on [https://www.bnb.bg/RegistersAndServices/RSPublicRegisters/index.htm?toLang=\\_EN](https://www.bnb.bg/RegistersAndServices/RSPublicRegisters/index.htm?toLang=_EN).

Paynetics AD is licensed by the Bulgarian National Bank to issue, distribute and redeem electronic money and to provide payment services, such as opening and maintaining payment accounts and issuing of payment cards, in accordance with the Payment Services Directive 2015/2366 ("PSD2"), the E-Money Directive 2009/110 ("EMD") and the Bulgarian Payment Services and Payment Systems Act. The Bulgarian National Bank supervises the activities of Paynetics AD.

**"P2P Transfer/ P2P Transaction"** means an act initiated by you or another Viber Pay accountholder as a payer of transferring funds from Account within Viber Pay to a beneficiary/payee's payment Account within Viber Pay.

**"PIN"** means a unique six-digit personal identification number, which can be used to confirm Card payments.

**"POS (Point of Sale, Point of Service) Terminal"** means a device where the Card is used to pay for the purchase of goods or services in commercial premises.

**"Virtual POS Terminal"** means a logically defined POS terminal device by which payment of goods and services are performed via the Internet.

**"Payment transaction"** means an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

**"Credit transfer"** means a national or cross-border payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer.

**"Privacy Policy"** means our privacy policy which you can view here: [Privacy & Security Policy](#) - Paynetics and which, together with this Agreement, describes the basis upon which any personal data we collect from you, either directly or from our authorised partners or that you provide to us or them, will be processed, handled and shared by us, as may be amended from time to time in accordance with its terms and as further explained and defined in this Agreement. If there is any discrepancy between the terms of our Privacy Policy and the relevant policies and/or terms and conditions of our partners in relation to our services and our treatment of your data then the provisions of our Privacy Policy shall apply.

**"Prohibited Transaction"** means any of the transactions or activities, as listed below or as may be subsequently made available on the Website from time to time:

1. Any sales of 'pyramid' type, Ponzi schemes or similar marketing or matrix programs or other schemes for 'quick enrichment' or high-yield investment programs;

2. Sale, supply or purchase of illegal items or items promoting or facilitating illegal activities;
3. Sale, supply or purchase of counterfeit products or products infringing intellectual property rights;
4. Products or services for the processing or aggregation of payments by third parties;
5. Money laundering;
6. Terrorism financing or propaganda;
7. Pornography, escort services and selling and/ or advertising sexual services;
8. Using the Card or Account in a manner and/or for purposes that violate any applicable law and/or regulations of the Card Organisation or SEPA;

We reserve the right to add other categories of prohibited transactions by including such categories either in these General Terms and Conditions or in a separate document published on the Website.

**"SEPA"** means Single Euro Payments Area scheme, which allows sending and receiving payments in EUR between participating payment service providers.

**"Strong Customer Authentication" or "SCA"** means an authentication method based on the use of two or more elements categorized as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data. SCA is performed when you access your Account online, you initiate an electronic payment transaction or carry out any action through a remote channel which may imply a risk of payment fraud or other abuses.

**"Tariff"** means the tariff adopted by Paynetics for the fees collected by Paynetics for payment transactions performed with the Account or Card. The Tariff may define the transaction limits for Account and Card operations.

The Tariff, as amended from time to time, is available on the App in the profile section.

**"Website"** means the following website: [www.viber.com](http://www.viber.com)

## 2. ABOUT OUR SERVICES

**2.1.** Your Account is opened and maintained by Paynetics and the Card is issued to you by Paynetics. Paynetics is not a bank, and your Account is not a bank account. The funds available in your Account are not a deposit. No interest will accrue on your Account balance. Your Card is a debit card linked to your Account, it is not a credit or charge card.

**2.2.** The Bulgarian Deposit Insurance Fund or any other applicable compensation scheme or fund do not apply to funds held in your Account/Cards. Instead, Paynetics protects your funds

through a process known as 'safeguarding', in line with the applicable regulatory requirements. In this process, Paynetics keeps your money separate from our own funds and places it in a safeguarding account with a bank or covers it by an insurance policy or a comparable guarantee.

**2.3.** Before we provide any of our services to you, you will have to successfully complete our process for verifying your identity. The process may involve you providing us with a valid passport / ID card, residence permit and a bank statement or other identification documents, as well as a selfie, together with the presented identity document in real time, or any other procedure we may specify. We may use ID verification agencies or other automated platforms to verify your identity. We or Viber may require you to provide additional information at any time for the duration of this Agreement.

**2.4.** This Agreement will only become effective once you receive a confirmation that Paynetics has approved your application. Paynetics will not be obliged to provide any of the services under this Agreement before such confirmation is provided. Paynetics may refuse to approve any application and/or enter into an agreement for its services for any reason.

**2.5.** To be eligible for our Account and associated services, you must be: (a) 18 years of age or over; (b) EU/EEA resident; (c) you must have passed all our identification procedures and checks; (d) you must have provided us with a valid email address and telephone number; (e) you must not have committed a violation of this Agreement and (f) you must not have another profile in the App with which you have already successfully passed the identification procedure. We can close your Account/cancel your Cards or stop providing our services if we find out you are not eligible for it.

**2.6.** The Account and Card are issued to individuals only. You may only use your Account and Card personally and do not have the right to transfer their use to anyone else. In case you allow access to or provide any other means to use your Account or Card to any other person, you will bear full responsibility for all payments initiated by them.

**2.7.** You must not use your Account or Card for or in relation to (including sending or receiving proceeds from):

- **2.7.1.** any activities which do not comply with any applicable laws or regulations, including but not limited to laws relating to money laundering, terrorist financing, fraud, financial services or consumer protection;
- **2.7.2.** Prohibited Transaction under this Agreement; or
- **2.7.3.** Commercial, trading or business purposes.

### 3. DESCRIPTION OF THE PAYNETICS ACCOUNT

**3.1.** When this Agreement becomes effective, Paynetics will set up, upon your request, and maintain an Account in EUR with a dedicated IBAN and one or more Cards in EUR, associated to the Account, which Account may be used for receiving and sending payments in EUR via SEPA to an account in the EEA and for Card payments and cash withdrawals in EUR.

**3.2.** You can have only one Account in EUR, and up to one (1) physical card and three (3) virtual cards in EUR, which are linked to your Account in the respective currency.

**3.3.** Limits may apply to your Account and Card, such as limits on minimum load amounts to your Account, the maximum balance that can be held on your Account, the value of individual Account and/or Card payments or an aggregate value or number of payments in a particular time period. The applicable limits are as set out in the Tariff and may be changed by us from time to time. To manage our risk, particularly with respect to money laundering, fraud, or security concerns, we may also apply internal controls, including limits, to certain types of transactions from time to time but for security purposes, will not disclose them.

### 4. LOADING FUNDS TO YOUR ACCOUNT

**4.1.** The minimum load amount to top up your Account is indicated in the Tariff.

**4.2.** The balance of the Account should never exceed the limits set out in the Tariff.

**4.3.** You can load your Account using one of the following methods:

- **4.3.1.** via incoming SEPA Credit transfers;
- **4.3.2.** through P2P Transactions;
- **4.3.3.** by Card payment with a credit, debit or prepaid card, issued in your name by another payment service provider located (i) in the EEA; or (ii) in a third country (outside EEA) included in Paynetics' list of approved countries for this purpose, as published on the Website and/or in the App or otherwise made available to you, as such list may be updated by Paynetics from time to time based on Paynetics' risk assessment of the relevant country.

**4.4.** The received funds will be credited to your Account immediately after Paynetics receives the funds unless Paynetics has a valid reason not to top up your Account, in accordance with clause 4.5. below.

**4.5.** Paynetics may refuse to execute an incoming payment and your Account will not be credited if:

- **4.5.1.** your Account or payment breaches any of the limits as set out in the Tariff;
- **4.5.2.** your Account is inactive, blocked or terminated;
- **4.5.3.** the sender has provided incorrect/invalid Account details for payment;
- **4.5.4.** you are not the legitimate holder of the credit, debit or prepaid card used for loading your Account under clause 4.3.3. above, i.e. the card is not issued in your name, or if the card was not issued by a payment service provider located (i) in the EEA; or (ii) in a third country (outside EEA) included in Paynetics' list of approved countries for this purpose;
- **4.5.5.** Paynetics reasonably believes the payment is fraudulent, illegal or unauthorized;
- **4.5.6.** Paynetics reasonably believes the payment is related to a Prohibited Transaction.

**4.6.** If an incoming payment is refused for any of the reasons set out above, the funds may be sent back to the sender without prior notice to you.

**4.7.** Paynetics may charge you a top up fee every time your Account is loaded as set out in the Tariff.

## 5. PAYMENTS FROM/TO YOUR ACCOUNT

**5.1.** You must make sure that your Account has sufficient funds available to cover the amount of a given Payment Transaction and all applicable fees. Paynetics may refuse to perform any given Payment Transaction or Credit Transfer if your Account does not have sufficient balance to cover the amount of the payment and all applicable fees.

**5.2.** If you choose to send money using SEPA Instant Credit Transfer and the recipient's bank also supports this service, the money will usually arrive in the recipient's account within seconds. We will receive your instructions to carry out instant credit transfers 24 hours a day, 7 days a week, including weekends and holidays. Please note that we may delay a payment in order to comply with our legal or regulatory obligations.

**5.3.** For regular payments which are not instant credit transfers, Paynetics will execute your payment instructions for payments from your Account on the same day it receives them (or the future day agreed if it is in the future). The time of receipt of your payment instruction is when Paynetics receives it (which will typically be on the same day you instruct the payment) or, if the payment instruction specifies the payment is to take place on a future day, then your payment instruction will be treated as received on that future day. Payment instructions received on a Business Day after 15:00 PM CET (16:00 PM EET) or on a holiday/non-working day, will be considered as received on the following Business Day. You cannot cancel a payment after you have authorized it and Paynetics has received your payment instruction for it, except that you can cancel a future payment, such as a recurring Card payment and if you notify Paynetics of cancellation no later than the end of the business day before the payment is due to be made via the App. Cancelling a future dated payment such as a recurring Card payment with us will not



cancel the agreement with the organization you are paying to. You should tell the organization collecting the payment about the changes to your instructions.

**5.4.** After receiving your payment instruction for payment from your Account (including Card payments), Paynetics will credit the recipient's account within the timescales set out below.

| Type of payment                                                           | Delivery to the recipient's account                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Payments in EUR from your Paynetics Account to another Paynetics account. | Immediately upon receipt of the payment order by Paynetics, if there is enough balance onto the Account to cover the amount of the transaction together with the applicable fees.                                                                                      |
| Payments in EUR to an account in the EEA.                                 | No later than the end of the Business Day after your payment instruction is received. Payment instructions received on a Business Day after 15:00 PM CET (16:00 PM EET) or on a holiday/non-working day, will be considered as received on the following Business Day. |

**5.5.** When you are the payee, your Paynetics Account will be credited with the relevant amount on the day of receipt of the amount onto an account in the name of Paynetics, in its capacity as a payee's payment services provider. If the amount has been received onto an account in the name of Paynetics after 15:00 PM CET (16:00 PM EET) on a Business Day or on holiday/non-working day, it shall be considered that the amount has been received on the next Business Day.

**5.6.** In order to comply with the applicable law or court order in any applicable jurisdiction, the instructions provided by a Card Organisation or any other rule or duty applicable to Paynetics, Paynetics reserves the right to request additional documents and information, including original paper copies, regarding a particular Payment Transaction or Credit Transfer carried out from or to your Account. In the event that you fail to comply with your undertaking under the preceding sentence, Paynetics may refuse or delay the execution of the relevant payment transaction. In such cases, Paynetics shall not be liable for any damages or losses of any nature suffered as a result of a refused and/or delayed Payment Transaction or Credit Transfer.

**5.7.** Paynetics will deduct the value of payments together with all applicable fees from the balance on your Account. Payments from your Account by way of Credit transfers in EUR will be deducted from your Account in EUR. If there is insufficient balance on your Account to complete the payment, including all applicable fees, the payment will be refused. See clause 11 for more detail on the applicable currency conversion rates and fees.

## 6. ACCESS TO YOUR ACCOUNT BY THIRD PARTY PROVIDERS

**6.1.** You may choose to allow (and provided you have given them your explicit consent):

- **6.1.1.** providers of account information service (i.e., an online service which accesses one or more payment accounts to provide a consolidated view of such accounts) to access information on your Account; and/or
- **6.1.2.** providers of payment initiation service (i.e. an online service which allows a third party to initiate payments on behalf of the account holder from their account and at their request) to initiate payments (other than Card payments) from your Account.

**6.2.** Only those providers of account information or payment initiation services that are authorized with the BNB or by another European regulator to provide the relevant service in an EU member state, as applicable, can be given access to your Account. The EBA established a central register accessible at EUCLID - Register ([europa.eu](http://europa.eu)) that contains information about payment and electronic money institutions authorized or registered within the EU and the EEA countries, which provide account information or payment initiation services. In addition, each EU member State has established a register of authorized or registered payment and electronic money institutions at national level where information is updated on regular basis.

**6.3.** We will treat any instruction from such providers of account information or payment initiation services as if it was from you. Some providers may use your Account security details to provide their service. You should always consider the possible implications of sharing your security information.

**6.4.** We can deny providers of account information or payment initiation services access to your Account if we are concerned about unauthorized or fraudulent access. We will notify you of the denial of access and the reasons for it beforehand, if possible, or otherwise immediately afterwards (unless doing so would compromise our security measures or would be unlawful). The access to your Account may be restored once the reasons for denying the access no longer justify such denial.

## 7. GIVING INSTRUCTIONS FOR PAYMENTS FROM YOUR ACCOUNT

**7.1.** You give us instructions and consent to a payment from your Account in one of the following ways:

- **7.1.1.** using the App;
- **7.1.2.** giving us instructions via a third party (such as payment initiation service provider);

- **7.1.3.** using Cards (see clause 10 below on how you instruct us to make payments using a Card);

**7.2.** Paynetics adheres to the requirement for SCA set forth in the applicable law. You may be required to provide security details, such as your PIN, and/or use a particular authentication method depending on the method you use. We will tell you which authentication can be used or if they are unable for any particular types of service. Paynetics reserves the right to change or introduce new authentication methods at any time, including for reasons relating to changes in the law, technical characteristics of the services or security.

**7.3.** For a payment from your Account to be properly executed, you must provide us the following information when you instruct us to make the payment (in addition to any other information we may ask for): For Credit Transfers, P2P Transactions and Virtual POS Terminal operations your instruction will be considered given when you access the App on your mobile device (something that you possess) and:

- **7.3.1.** For Credit Transfers (to a payment services provider established in the EU/EEA) – submit a payment order containing information about the IBAN of your Account, beneficiary's (payees) name, IBAN of beneficiary's payment account, amount, execution date, reason for payment, additional clarifications, and confirm the payment order by entering your 6-digit security code (something that you know) or biometrics (something you are);
- **7.3.2.** For P2P Transactions – enter the phone number of the Paynetics account holder you want to make the transfer to, then enter the amount, reason for payment and confirm the payment order by entering your 6-digit security code (something that you know) or biometrics (something you are). The P2P payment order can be executed only if you and the beneficiary have active Paynetics' accounts within Viber Pay;
- **7.3.3.** For Virtual POS Terminal operations (purchases of goods and services on the Internet, e-commerce transactions on 3D secure merchants websites) – you give an instruction for the execution of the payment operation by entering your Card details (unique number, cardholders name, validity term and CVC2/CVV2 code) and by confirming the payment order as follows: you will receive a notification about the purchase on your mobile phone device (something that you possess), in order to see it you should access the App by entering your 6-digit security code (something that you know) or biometrics (something you are), then you should confirm the payment order by selecting the notification and entering your 6-digit security code (something that you know).
- **7.3.4.** For ATM and Physical POS Terminal operations - you give an instruction for the execution of the payment operation by inserting in or tapping the Card (or the device where the Card is held) over the ATM/POS terminal device and entering a PIN.
- **7.3.5.** For any payments above EUR 15,000 or its equivalent in another currency (or any other amount as, from time to time, provided for in the applicable law and regulations): the sender (originator) and / or recipient (beneficiary) could also be required to provide a

declaration to prove the origin of funds. If you provide us with incorrect or incomplete information or refuse to provide information, we may refuse to execute the payment, the funds could be lost and irrecoverable or there could be a delay in the recipient receiving the payment.

**7.4.** Paynetics may refuse to carry out any instructed payment from your Account if it does not meet the requirements of this Agreement, including, but not limited to any of the following circumstances:

- **7.4.1.** Paynetics reasonably suspects that the payment is unauthorized or involved in fraud or illegal activity;
- **7.4.2.** your instruction is unclear, incorrect or incomplete;
- **7.4.3.** Paynetics reasonably believes that there has been a violation of this Agreement;
- **7.4.4.** you have failed to use the authentication method and/or provide security information required;
- **7.4.5.** there are insufficient funds in the Account to cover the payment and any applicable fees;
- **7.4.6.** the payment violates any applicable limits;
- **7.4.7.** carrying out your instruction might cause us to break the law, order of a regulatory body, code, rule of Card Organisation or other duty applicable to Paynetics;
- **7.4.8.** due to a technical impossibility to carry out the payment;
- **7.4.9.** Paynetics reasonably believes payment is related to a Prohibited Transaction.

**7.5.** If we refuse to execute the payment, we will notify you as soon as possible unless it would be unlawful for us to do so. If possible, we will provide the reasons for refusal to execute the payment and where those reasons relate to factual matters, the procedure for rectifying any factual errors that led to such refusal.

**7.6.** The execution of any payment to or from your Account (including Card payments) may be delayed or refused due to the performance of Paynetics' security or legal compliance checks, including if Paynetics suspects that the payment is involved in fraudulent, illegal, or unacceptable activities or constitutes an unauthorized payment.

## **8. DESCRIPTION OF THE CARD**

**8.1.** Your Card is issued to you by Paynetics and is linked to your Account, maintained by Paynetics. Your Card can be used in your country of residence or abroad. You will be entitled to 3 (three) virtual Cards, based on Paynetics' approval, and 1 (one) plastic Card linked to respective Account in EUR.

**8.2.** Cards are issued under the Visa or MasterCard brand, pursuant to license granted by the respective Card Organisation.

**8.3.** Unless specified otherwise in this Agreement, your Card can be used to pay merchants for goods or services (whether in-store, online or over the phone) and for cash withdrawals at ATMs. If you have been issued with a virtual Card, it can only be used to pay merchants online and for contactless payments by tapping/waving the device where the Card is held over a card reader for contactless payments. Your Card can be used at all card acceptance terminal devices bearing the Visa or MasterCard logo which maintains the necessary functions.

**8.4.** Card payments will be executed immediately after Paynetics receives the payment request.

**8.5.** The value of all Card payments, including all applicable fees, will be deducted from your Account balance, you will be responsible for all goods or services purchased with the Card. Any dispute with a merchant about a product or service purchased with the Card will be considered a dispute between you and the merchant and should be addressed directly to that merchant. Paynetics does not accept any responsibility or liability for the quality, safety, legality, or any other aspect relating to and does not provide any warranties regarding such goods or services purchased with the Card.

**8.6.** Paynetics will not be liable if a merchant refuses to accept a Card or if Paynetics has refused to execute a payment in accordance with this Agreement.

**8.7.** The Card is property of Paynetics as a card issuer and cannot be transferred and/or made available to anyone else.

## **9. CARD ISSUANCE, LOADING, ACTIVATION AND REPLACEMENT**

**9.1.** Each Card has a validity period within which you may use the Card. If your Card is physical, it will expire on the last day of the month/year indicated on its back. If your Card is virtual, it will expire on the last day of the month/year indicated on the App. All Card payments initiated after the expiration or cancellation of the Card will not be authorized or executed.

**9.2.** Paynetics will issue the Card within 10 business days from the date your application is accepted and, if the Card is not virtual, will deliver it to you personally. Paynetics shall not be responsible for any delayed delivery caused by the courier service. If your Card is virtual, the Card will be made available to you via the App immediately after your application is approved by Paynetics.

**9.3.** The physical Card will be personally delivered to you, and you may be required to produce an ID document to collect it. You must sign on the signature strip on the reverse side of the physical Card immediately after receiving it.

**9.4.** You will be provided with a PIN to use with your Card. You can change your PIN at an ATM. You should memorize your PIN and then destroy the media on which it is recorded. You have important obligations to keep your security details such as PIN safe (see clause 14 below).

**9.5.** You may request Paynetics to issue a new Card in the following cases:

- **9.5.1.** in case of destruction or damage to the Card;
- **9.5.2.** in case of loss, theft, or other misappropriation of the Card;
- **9.5.3.** in case of a forgotten PIN, and
- **9.5.4.** upon expiry of your Card's validity period.

**9.6.** If your Card is replaced because it was lost or damaged, or in case of a forgotten PIN or upon expiry of your Card's validity period, you will be charged a Card Replacement Fee (see Tariff) which will be deducted from your Account. If your Card has been reported stolen or misappropriated, you will be charged a fee that is directly related to the cost of replacement (see Tariff). If your Card has been reported lost, stolen, or misappropriated but later is found, then you should immediately inform Paynetics about it and destroy the Card.

**9.7.** When you receive the physical Card it will be inactive. You have to activate the Card before using it. Otherwise, any Card payments attempted by you will be rejected. The Card can be activated online by following the instructions for activation provided to you.

**9.8.** Paynetics shall have the right to block your Card if any of the circumstances described in clause 7.4 occur.

## **10. GIVING INSTRUCTIONS FOR CARD PAYMENTS**

**10.1.** You give us an instruction and consent to a payment made using your Card using any one of the following methods:

- **10.1.1.** in case of cash withdrawal from an ATM: by entering a PIN;
- **10.1.2.** in case of payment for goods or services in-store: by tapping/waving the Card (or a device where it is held) over a card reader for contactless payments, and by entering a PIN;
- **10.1.3.** in case of online payments for goods or services online or via the phone: as described in clause 7.3.3. above.

**10.2.** Your consent for a Card payment may cover a single payment or a series of recurring payments on a Card (such as where you give your Card details to a merchant to be used for Card payments in the future) for a set or variable amount.

**10.3.** Merchants in certain business sectors (e.g. car rental companies, hotels and other service providers) estimate the amount of the final Card payment to them and require to "pre-authorise"

or withhold the estimated amount on the Card. Sometimes, that withheld amount may exceed the final amount spent. In such cases, the initially withheld funds will not be available to you for up to 15 days until the final Card payment request is received by us or released by the merchant. Paynetics may release such amounts only with the merchant's consent.

**10.4.** You are responsible for providing correct and accurate instructions for execution of a payment. If the instructions provided by you are incorrect, inaccurate, or incomplete, Paynetics will not be liable for errors or inaccuracies in the transaction. If a payment is carried out in accordance with the instructions provided by you, it will be deemed to have been correctly executed.

## 11. FEES AND EXCHANGE RATES

**11.1.** Fees that apply to your Account, Card, and associated services and/or transactions are as set out in the Tariff. All fees are determined in EUR and will be deducted from your respective Account.

**11.2.** Paynetics reserves the right to change the applicable fees in accordance with this Agreement (see further clause 16). Changes in the reference exchange rate will apply immediately without prior notice.

**11.3.** If a Card payment is in a currency other than the currency of the Account, then the amount deducted will be the amount of the Card payment converted to the currency of the Account using the reference exchange rate applied by the Card Organisation (Visa® exchange rate is available at Currency Converter – Exchange Rate Calculator | Visa and MasterCard's can be found at <https://www.mastercard.co.uk/en-gb/personal/get-support/convert-currency.html>) plus the currency conversion mark-up fee set out in the Tariff. The exchange rate shall be determined on the date that the Card payment is processed. The exchange rate is not set by Paynetics and varies throughout the day meaning it may change between the date the Card payment is made and the date it is processed. We provide information on the total currency conversion charges applicable with respect to Card Payments, expressed as a percentage mark up over the reference exchange rate.

## 12. NEGATIVE BALANCE

**12.1.** If any action results in a negative balance in your Account/Card, you must reimburse Paynetics the amount of the negative balance immediately upon request.

**12.2.** Paynetics may charge the amount of the negative balance against any subsequently loaded funds. Paynetics may suspend your Account and Cards until it is reimbursed for the negative balance in full and may take legal action against you to recover such amount.

## 13. COMMUNICATION PROCEDURE

**13.1.** The Agreement is executed in English and all communications between you and us will be in English, unless expressly agreed otherwise in this Agreement.

**13.2.** Your representatives or persons authorized by you may receive information about the payments made with the Card/Account electronically.

**13.3.** We can communicate with you (including to provide any information or notifications in relation to this Agreement) using any of the following methods:

- **13.3.1.** via the App, including by sending you a push notification;
- **13.3.2.** by email;
- **13.3.3.** by phone (including by sending you an SMS);
- **13.3.4.** by writing to your home address.

**13.4.** We will tell you if any of these communication methods are not available. We will also tell you if you need any technical requirements or software to communicate with us.

**13.5.** We will use the contact information you have most recently given us to communicate with you. If any of your contact details change, you must inform Paynetics about it as soon as possible by updating your details via the App. All notifications, invitations or other notices sent to your last email address last known to Paynetics will be deemed to have been delivered successfully.

**13.6.** You can contact our Customer Relations Centre (see contact details at clause 20).

**13.7.** Paynetics will provide information about your Account and Card transactions and fees by means of electronic statements which will be accessible on the App. Statements will not be provided on paper. You should carefully review your Account and Card transaction information regularly. Your statements will remain available on the App for you to access for 1 (one) year. You may wish to download or print your statements for your future reference. You will be charged a fee (see Tariff) if you ask us to provide additional information or provide it in a different manner than as described here.

## 14. SECURITY MEASURES

**14.1.** You must use your Card and Account in accordance with the terms and conditions set out in this Agreement. You have important obligations to do everything you reasonably can to keep your Account and Card safe and to notify Paynetics of any loss, theft, misappropriation or unauthorised use of the Card or Account immediately after becoming aware of it as further described below.



### ***Your obligations to keep your Account and Card safe***

**14.2.** You will be provided with or will be able to set up certain security details (such as your Card PIN and any password, passcode or other login details which can be used to access or make payments with your Account or Card via the App). You must:

- take all reasonable measures to keep your Account, Card and security details safe;
- not write down any of your security details (such as PIN or password) unless it is done in a way to make it difficult for anyone else to recognize them;
- not record security details such as PIN on the Card or keep such information together with the Card;
- not to disclose to and/or allow anyone else (other than authorised providers of account information services or payment initiation services) to use in any manner whatsoever your security details such as user identifiers, passwords or PINs;
- keep your Card and any personal devices (mobile phones, computers, tablets) that can be used to access your Account, Cards or security details secure and not let anyone else use them to make payments;
- not choose security details such as PIN or password to access your Card or Account that is easy for someone to guess such as letters or digits that:
  - are easily associated with you, for example your telephone number or date of birth;
  - are part of the data imprinted on the Card;
  - consist of the same digits (1111) or the sequence of running digits (1234); or
  - are identical to previously selected PIN/password.
- use up-to-date virus, malware, and spyware software and a firewall on any devices used to access your Account or cards to reduce the risk of security breaches.

### ***Your obligation to notify us***

**14.3.** If your Card has been withheld by an ATM, you must immediately notify Paynetics. If Paynetics is not able to return the Card to you, Paynetics will issue a new Card to replace it.

**14.4.** You must immediately notify our Customer Relations Centre (using contact details at clause 20) if:

- your Card is lost, stolen or misappropriated; or
- you believe there has been unauthorised use of your Card or Account or anyone else may be able to use or access your Account, Card or security details to access them.

Paynetics will make all reasonable efforts to stop the use of Account and/or Card by blocking the Account and/or Card payments after receiving a notification from you.

**14.5.** Paynetics may restrict, block or deactivate the Card or Account if:

- **14.5.1.** Paynetics is concerned about the security of the Card or Account or the security details relating to them;
- **14.5.2.** Paynetics becomes aware or suspects that the Account, Card or security details relating to them are being used in an unauthorised, unlawful or fraudulent manner;
- **14.5.3.** Paynetics reasonably believes it needs to do so to comply with the law or court order in any applicable jurisdiction, the instructions provided by a Card Organisation or any other rule or duty applicable to Paynetics;
- **14.5.4.** if for the purposes of complying with the applicable law or court order in any applicable jurisdiction, the instructions provided by a Card Organisation or any other rule or duty applicable to Paynetics, Paynetics has requested the provision of certain information and/or documents by you but you did not provide them or provided false information and/or documents;
- **14.5.5.** if you provided false information and/or documents for the purposes of becoming a customer of Paynetics or during the lifetime of this Agreement;
- **14.5.6.** this Agreement is terminated for any reason;
- **14.5.7.** you request us to do so;
- **14.5.8.** you have breached any term of this Agreement in a material way.

**14.6.** We will, if possible, notify you before restricting, blocking or deactivating your Account or Card that we will do so and the reasons for it. If we are unable to notify you beforehand, we will notify you immediately afterwards. We will not notify you if doing so would compromise our security measures or would be unlawful.

**14.7.** Your Card and/ or Account will be unblocked or re-activated (or replaced) as soon as possible after the reasons for blocking cease to exist.

**14.8.** You can also block your Cards through Viber Pay, if you believe that your Card has been lost, stolen, misappropriated or there has been unauthorized use of your Card. You will have two options – to temporarily block the Card, which option enables you to unblock the Card after the reasons for blocking cease to exist, or to activate "total block". If you choose "total block" you will not be able to unblock your Card after the reasons for blocking cease to exist. In that case you will have to request issuance of a new Card.

### ***Fraud or security threats***

**14.9.** You agree you will not make any attempts to interrupt or impair the functionality of our information system, including but not limited to, not to spread files containing viruses, damaged files or other similar software which may be used for accessing, modifying, deleting, or damaging data files.

**14.10.** We may need to contact you urgently in the event of suspected or actual fraud or security threats to your Account, Card and/or security details. To do so, we may use an SMS, telephone, e-mail, or another secure procedure. When we contact you, we may also give you information on how you can minimize any risk to your Account, Card or security details depending on the nature of the security threat. But we will never ask you to disclose your full security details (such as PIN, password or passcode) or ask you to transfer money to a new account for security reasons.

## **15. LIABILITY & REFUNDS**

**15.1.** You must notify Paynetics in writing of any unauthorized or incorrectly executed payments on your Card or Account without undue delay after becoming aware of such unauthorized or incorrectly executed payment and in any case no later than 13 months from the date the payment was debited to your Account. You can notify us of such unauthorized or incorrectly executed payments by contacting our Customer Relations Centre (see clause 20 for details).

**15.2.** If you notify us of an unauthorized or incorrectly executed payment in accordance with clause 15.1, you may be entitled to receive a refund of the funds as detailed below. Paynetics will verify the authenticity of the payment, its proper recording and reporting, and whether the transaction has been affected by a technical malfunction or other defect.

**15.3.** If you are entitled to a refund for an incorrectly executed or unauthorized payment, we will refund you as soon as possible upon receipt of your claim or any additional information we may request in order to investigate your right to a refund. However, if after we refund you, our investigation leads us to reasonably believe that you were not entitled to the refund, we will have the right to deduct the amount of the refund from any funds on Accounts you hold with us and reserve the right to recover the value of the refunded payment by any other legal means.

### ***Unauthorized payments from your Account or Card***

**15.4.** If Paynetics establishes you have not authorized a payment from your Account or using your Card (for example, someone else made it) and there are no reasonable grounds for suspecting that you acted fraudulently, Paynetics will refund the value of the unauthorised payment by no later than the end of the business day after you notify Paynetics of the unauthorised payment. The refund will include any fees to restore your Account to the position it would have been at if the unauthorized payment was not made. Paynetics may hold you responsible for up to the first EUR 50 for services provided in the EU, incurred as losses with respect to unauthorized payments arising from the loss, theft or misappropriation of your Card or security details before you notify Paynetics.

**15.5.** You will not be entitled to a refund, and you will bear all losses, irrespective of their amount, relating to an unauthorized payment if:

- **15.5.1.** the payment was authorized by you;
- **15.5.2.** you have acted fraudulently;
- **15.5.3.** you have intentionally or with gross negligence failed to comply with one or more of the obligations under this Agreement (for example, with regards to keeping your Account and Card safe or to notify us of any unauthorized payments).

### ***Non-executed or incorrectly executed payments from your Account or Card***

**15.6.** Without prejudice to the provisions of the clauses 4.5, 7.4, 9.8 and 14.5, if Paynetics fails to execute or incorrectly executes a payment from your Account or made using a Card, Paynetics will promptly reimburse the amount of the payment (including any fees to restore the Account to the position it would have been at if the defective payment was not made), unless Paynetics can show that the recipient's payment service provider has received the payment (in which case they will be liable). In this case, at your request, Paynetics will make reasonable efforts to trace the payment and inform you about the outcome. Paynetics may charge you a fee for investigating the payment with other payment services providers.

**15.7.** Paynetics will not be liable for any payment executed in accordance with the payment instructions given by you. If the payment instruction you have given us was incorrect or incomplete (for example, you have made a mistake in giving us the recipient's account details), Paynetics will make reasonable efforts to recover the payment amount. Paynetics may charge you a fee for any such recovery as indicated in the Tariff. If Paynetics is not able to recover the payment amount, Paynetics will, on your written request, provide you with the relevant information about the payment.

### ***Late or incorrectly executed payments to your Account***

**15.8.** Without prejudice to the provisions of the clauses 4.5, 7.4 and 14.5, If Paynetics has received a payment for your Account but has not executed or incorrectly executed the payment (for example, where Paynetics is responsible for crediting your Account with the received payment later than it should have been), Paynetics will immediately credit your Account with the correct amount (including any fees to restore the Account to the position it would have been at if the payment was executed correctly and in time).

**15.9.** If a payment is received in your Account incorrectly (for example, by mistake), Paynetics may, where it considers reasonable to do so, hold the payment and return it to the sender. In any case, Paynetics is obliged to provide certain information to the sender's payment service provider about you and the payment to enable them to recover the funds.

### ***Payments initiated by payee***

**15.10.** If you authorize a payment initiated by or through the payee without knowing the final amount of the payment (for example, a Card payment initiated by the merchant when renting a

car or booking a hotel room), you have the right to request Paynetics for a refund of such payment, provided that all of the following conditions are met:

- **15.10.1.** you have asked for a refund within 8 weeks from the date on which your Account was debited;
- **15.10.2.** at the time of authorization to execute the payment, its exact amount was not specified; and
- **15.10.3.** the amount of the payment exceeded the amount you could have reasonably expected, taking into account your previous spending patterns, the terms of this Agreement and the case-specific circumstances. If the amount of the payment increased because of the currency exchange when the reference exchange rate agreed with Paynetics has been applied, it will not be a valid reason.

At the request of Paynetics, you must provide information to show the conditions above have been met.

**15.11.** Within 10 business days of receiving your request for a refund, or, where applicable, of receiving the further information Paynetics requested, Paynetics will refund the full amount of the payment or inform you of the refusal to refund it, together with the grounds for refusal and the authorities to which you can complain if you do not accept those grounds. The refund will include the entire amount of the payment which will be dated back to the date on which your Account was debited.

**15.12.** You will not be entitled to a refund of any payment initiated by or through payee when:

- **15.12.1.** you have given your consent to perform the payment directly to Paynetics; and
- **15.12.2.** where applicable, Paynetics or the payee has informed you about the upcoming payment at least 4 weeks before it was due to be made.

### ***General liability***

**15.13.** Paynetics will not be liable to you for any damages or losses arising from or relating to:

- **15.13.1.** your failure to use the Card or Account in accordance with this Agreement;
- **15.13.2.** any payments executed in accordance with the information or instructions provided by you which were incorrect, inaccurate or incomplete;
- **15.13.3.** any unusual or unforeseeable circumstances beyond the control of Paynetics, the consequences of which could not be avoided despite Paynetics' best efforts;
- **15.13.4.** refusal of a merchant, ATM or any other person to accept the Card or any other Account payment;
- **15.13.5.** malfunction of a mobile device or other equipment, software or services required for the successful technical performance of an operation which is beyond the control of Paynetics;

- **15.13.6.** compliance with the applicable legal or regulatory requirements or any rules or guidelines provided by the Card Organisation or Competent Authority;
- **15.13.7.** you acting fraudulently or with gross negligence;
- **15.13.8.** loss of revenue, goodwill, lost benefits or expected savings;
- **15.13.9.** any loss or damage which is not a direct result nor a direct consequence of a breach of this Agreement by Paynetics; or
- **15.13.10.** any loss or damage caused by a virus, Denial of Service attack dissemination or other technologically harmful material that may infect a computer or other device or equipment, software programs, data or other proprietary material in connection to the Card, Account and this Agreement;
- **15.13.11.** the quality, safety, legality or any other aspect of goods and/or services purchased using the Card or Account or any possible disputes arising between you and the provider of such goods/services;
- **15.13.12.** Paynetics refusing to accept or execute any payment or restricting, blocking or deactivating your Account and/or Card in accordance with this Agreement or with the law;
- **15.13.13.** loss or damage beyond Paynetics' responsibility by law.

None of the terms of this Agreement will limit or exclude Paynetics' liability for fraud, gross negligence or any other liability which cannot be legally excluded or limited by law.

You are responsible for the use of the Card and Account in accordance with this Agreement. You will be liable to Paynetics for all losses and damages caused by their improper and/or non-compliant use that does not comply with this Agreement.

## 16. CHANGES TO THIS AGREEMENT

**16.1.** Paynetics may make changes to this Agreement, including the fees set out in the Tariff, as set out further below for reasons which may include (but are not limited to):

- changes to the products or services or introducing new products or services under this Agreement;
- withdrawal of a particular part of our products or services;
- changes in market conditions or operating costs that affect Paynetics;
- changes in technology, our systems and/or payment methods;
- making this Agreement clearer or more favourable to you; or
- changes in relevant laws or regulations, or codes or rules that apply to Paynetics.

**16.2.** Paynetics will notify you about any changes to this Agreement, including the Tariff, and the date on which such changes shall take effect, by posting a notice on the Website, via Viber Pay and/or via email, at least 2 months before the changes take effect. When we notify you directly in Viber Pay about forthcoming changes to this Agreement, we will send an active notification (push notification) to your device, which you can open after logging into the App, and which will

contain information about the upcoming changes, including when they will come into force and where you can view them.

**16.3.** Paynetics can make immediate changes, without giving you 2 months' prior notice, to the exchange rates used to convert Card payments where such changes are the result of changes in the reference rate, we have disclosed to you; when the changes are clearer or more favourable to you – for example the changes enhance your consumer protection rights, or are connected to additional services we introduce, the use of which depends on your free will;

**16.4.** If you do not approve of the changes to this Agreement, you have the right to terminate this Agreement free of charge by informing Paynetics before the changes take effect. Paynetics will treat you as having accepted the changes unless you inform Paynetics that you do not approve these changes before they take effect.

## **17. TERM OF THE AGREEMENT. CANCELLATION. TERMINATION. VALIDITY PERIOD OF THE CARD**

**17.1.** This Agreement will become effective when your application is approved by Paynetics. This Agreement will remain valid until it is terminated in accordance with its terms.

**17.2.** You can cancel your Account and Card and terminate this Agreement within 14 days of the date you receive confirmation your application has been approved by Paynetics by contacting our Customer Relations Centre. You will not be charged for cancelling within this period and the funds in your Account will be returned to you in accordance with clause 17.5. You will not be entitled to a refund of any payments and associated fees made from your Account or using the Card up to the date you notify Paynetics of the cancellation.

**17.3.** This Agreement can be terminated by you:

- **17.3.1.** notifying Paynetics you do not accept changes to this Agreement in accordance with clause 16.4;
- **17.3.2.** notifying Paynetics of the cancellation of this Agreement in accordance with clause 17.2;
- **17.3.3.** providing Paynetics a written request for termination of this Agreement at any time.

**17.4.** This Agreement can be terminated by Paynetics:

- **17.4.1.** providing you 2 months' notice of termination of this Agreement;
- **17.4.2.** with a notice addressed to you and having an immediate effect if:
  - you breach an important term or persistently breach the provisions of this Agreement;

- Paynetics reasonably believes that your Account, Card or any of its services is being used for any fraudulent or illegal purposes or in an unauthorised manner or for Prohibited Transactions;
- Paynetics is required to do so to comply with any law or regulation or a requirement by a Competent Authority or a Card Organisation;
- Paynetics reasonably believes that continuing to permit use of your Account or Card may cause Paynetics to breach any applicable law or regulation, code or other duty applicable to it or expose Paynetics to any adverse action, censure, fine or penalty from any competent authority, law enforcement or other governmental agency or Card Organisation;
- your access to the App is terminated in accordance with Viber's terms of use. Upon termination of your contract with Viber for the use of the Viber Pay App, this Agreement shall also be terminated;
- in case you have not used the App for more than 6 months and the balance on your Paynetics Account is EUR 0.00 for that period;
- you become deceased or legally incapable;
- in other cases, provided by law or in the Agreement.

**17.5.** If this Agreement is terminated for any reason, your right to use the Account and Card will be terminated, your Account will be closed, and Card will be deactivated. You will no longer be able to use your Account and Card(s). All fees and other amounts due to Paynetics under the Agreement, if any, will become payable on termination and deducted by us from the balance onto your Account for which you give your consent by accepting these General Terms and Conditions. You can request return of the remaining balance onto your Account to an external account in your name with another EU/EEA payment services provider in which case any transfer related fees will be deducted from the balance onto your Account. You may be required to provide information and/or documents to Paynetics for the purposes of the transfer, such as evidencing the ownership of the account to which the remaining balance is to be sent. If there are not enough funds onto your Account to cover the fees for the transfer, you should cover such fees for the transfer to be executed.

**17.6.** You will be responsible for all payments performed prior to termination of this Agreement, their resulting liabilities and any other obligations relating to the use and servicing of the Account or Card prior to such termination.

## 18. COMPLAINTS

**18.1.** If you wish to complain about Paynetics services under this Agreement, you can do so by contacting our Customer Relations Centre.

**18.2.** You can find more information on how we handle complaints at <https://www.paynetics.digital/complaints>. We will provide you with a copy of our complaints procedure on your request or if we receive a complaint from you. In most cases, Paynetics will



review your complaint and provide a full response within 15 business days from the date the complaint is received. In exceptional circumstances, where Paynetics is unable to respond to your complaint in full within that timeframe, Paynetics will send you a holding response with reasons for the delay and the timeframe within which you will receive a full response, which in any case will be within 35 business days from the date your complaint was received.

**18.3.** If Paynetics fails to provide a full response to your complaint within the time limit referred to above or has failed to resolve your complaint to your satisfaction, you may refer your complaints to the Payment Disputes Conciliation Committee with the Commission for Consumer Protection (1000, Sofia, 1 Vrabcha Str, fl. 4, Bulgaria, phone: +359 2 933 05 77). Details of the service offered by the Payment Disputes Conciliation Committee are available at [www.kzp.bg](http://www.kzp.bg) and <https://abanksb.bg/pkps/pkps-contacts-En.html>.

## 19. MISCELLANEOUS

**19.1.** This Agreement shall be governed by the Bulgarian law. Any disputes relating to this Agreement will be finally settled by the competent Bulgarian court.

**19.2.** Paynetics may transfer or assign its rights and obligations under this Agreement to another company or individual at any time. If the transfer means that another organisation will be providing the services under this Agreement to you instead of Paynetics, Paynetics will give you notice of the transfer and the date when the transfer will take effect. Unless specified otherwise in the notice, the terms of this Agreement will be binding on you and the transferee as if the transferee was the original party to this Agreement from the date the transfer takes effect. This will not affect any of your legal rights relating to this Agreement or the services provided under it.

**19.3.** You cannot transfer or assign any of your rights and obligations under this Agreement to another individual or company without Paynetics' prior written consent.

**19.4.** If a court or competent authority establishes that a certain provision in the Agreement (or any part of any provision) is invalid, illegal or unenforceable, such provision (or part of it) shall be deemed to be non-existent to the extent necessary, but the validity and applicability of all other provisions of the Agreement shall not be affected.

## 20. CUSTOMER RELATIONS CENTRE

**20.1.** You can contact our Customer Relations Centre using the contact details set out below. For monitoring purposes, we may record any conversation with the Customer Relations Centre.

Contact us about our services, open from 9:00 AM to 18:00 PM CET (10:00 AM to 19:00 PM EET), from Monday to Friday:

- by App, as applicable
- by the Website at [https://help.viber.com/hc/en-us/requests/new?ticket\\_form\\_id=5377663333917](https://help.viber.com/hc/en-us/requests/new?ticket_form_id=5377663333917)
- by writing at: Viber Media Bulgaria EOOD Viber 47A Cherni Vrah blvd., fl. 5, office 6, Sofia, Bulgaria ;

Report lost, stolen or misappropriated Cards (available 24 hours a day, 7 days per week):

- Via the App by selecting your Card and selecting "Report my card as lost or stolen";

The present terms and conditions have been adopted by the Board of Directors of Paynetics AD with a resolution dated 19th of August 2025. The present terms and conditions have been amended with a resolution of the Board of Directors of Paynetics AD dated 9th of July 2026.