

## Additional Terms and Conditions for iCard Payroll functionality

### 1. Legal relationship and Functionality

1.1 These Additional Terms and Conditions are concluded between the Client (referred to as "You") on one side and iCard AD, having its seat and registered office at: Republic of Bulgaria, Varna, 9009, Business Park Varna, UIN: 175325806, an Electronic Money Institution, licensed under the Payment Services and Payment Systems Act (implementing Payment Service Directive (EU) 2015/2366 and Electronic Money Directive 2009/110/EC) as per Decision № 74 dated as of 21<sup>st</sup> of July 2011, under the prudential supervision of Bulgarian National Bank, passported to provide directly all of its payment and e-money services in each country member of the European Economic Area (EEA), principal Member of Mastercard, VISA (hereinafter referred to as "us", "we", "our", "iCard" or "Financial Institution"),.

**"iCard Payroll"** is an online payment service provided by iCard, which is designated for iCard Business Clients, maintaining an active iCard Business Account, which is an additional functionality to iCard for Business Account for the purpose of processing payments to their Employees.

**"Employee"** is an individual who you have hired for work under an employment or similar agreement.

These Additional Terms and Conditions regulate solely the use of Card Payroll provided by iCard. All e-money and payment services and/or other linked services are governed by separate legal agreements.

For the purpose of these Additional Terms and Conditions all Definitions used herein carry the same meaning as the Definitions provided for in the Legal Agreement iCard for Business Account, Legal Agreement for iCard for Business Card, respectively Legal Agreement for iCard Personal Account (Legal Agreement for iCard Digital Wallet) (the "Legal Agreements").

### 1.2 Summary of most important definitions:

**"iCard Business Account"** or **"Business Account"** means an account for electronic money, provided by iCard for your professional or business needs. The use of your Business Account is governed by the Legal Agreement iCard for Business Account.

**"iCard Personal Account"** is the e-money payment account provided by iCard for the personal needs of your Employees as part of iCard Digital Wallet. The use of the iCard Personal Account is governed by the Legal Agreement for iCard Personal Account (Legal Agreement for iCard Digital Wallet).

**"iCard Card"** or **"Card"** is a payment instrument, provided by us with the logo of the Card Organizations used for payments on POS terminal device or Internet, and for cash withdrawals on ATMs. The iCard Card is a plastic card, CHIP & PIN based, embossed with names of the cardholder issued with the logo of the Card Organizations. The use of iCard Card is regulated under a separate Agreement;

1.3 These Additional Terms and Conditions will be effective from the date of their acceptance by you ("Effective Date"). By clicking "Accept" or "Agree" button, or any similar button, where this option is made available to you by us via the Website or the Mobile App for the iCard Payroll, you hereby adopt this action and statement as your electronic signature as per REGULATION (EU) 910/2014 and you express your consent and agree to the present Additional Terms and Conditions and therefore the electronic document of the Additional Terms and Conditions is deemed created and duly signed by you.

### 2. Eligibility for iCard Payroll. Functionality.

2.1 As an additional functionality, the iCard Payroll is open and accessible to iCard Business Clients who have registered for the iCard Business Platform and have successfully completed the identification and verification procedures under our internal AML/FT rules and as a result hold an iCard for Business Account, prior to the initiation of the enrollment process for the iCard Payroll.

2.2 If you are already eligible to use the payment services provided by iCard under the Legal Agreement iCard for Business Account, you can enroll for the iCard Payroll available on the iCard Business Platform. If you have not yet registered for the iCard Service for Business Clients, you will have to undergo the registration process and successfully pass the identification and verification procedures thereof, in order to open your Business Account and use iCard Payroll.

2.3 In order to use iCard Payroll, your Employees must be iCard's clients, having opened iCard personal Account.

2.4 Once you have initiated the enrollment process for iCard Payroll, you will be asked and you have to prepare a file with a List of all your Employees, which List must contain information for Employee's names, personal identification number (NIN),

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email address and mobile phone, with which the relevant Employee has signed for iCard personal account (iCard Digital Wallet). After your Employee has successfully registered for iCard personal account (iCard Digital Wallet) and has successfully passed Financial Institution's identification and verification procedures as payment service client, IBAN for iCard personal account of the relevant Employee shall become visible in the List of your Employees. In order to pay salaries to your Employees via iCard Payroll, you have to export from the online platform a file for mass payment, using a sample provided by iCard, in which file for mass payment you have to fill in the IBAN for iCard personal account of your Employees in the List of your Employees. If there are inconsistencies with the format provided by us or with the size of the file you have uploaded, you will be asked and you have to correctly upload it in iCard for Business platform once again in order to continue with iCard Payroll. Prior to uploading the file, however, you have to fulfill your obligation of obtaining the consent of your Employees for the transfer and processing of his/her personal data by iCard for the purpose of using iCard Payroll. You must at any time keep updated and correct information in the List of your Employees, who have concluded valid Legal Agreement for iCard personal account, including to update this information at least once a month before uploading the file with mass payment. We do not bear any responsibility for the accuracy and up-to-date of the information you provide us for your Employees and for the amounts to be paid to your Employees. The information which must be provided to iCard by you, in accordance with iCard's instructions, in order iCard to provide you iCard Payroll includes the following data for your Employees – names, personal identification number of foreigner, mobile number and email address with which your Employee has registered for iCard personal account.

2.5 In case a person included in the List with your Employees ceases to be your Employee (irrespective of the reason), you must immediately update the List of your Employees. We do not bear any responsibility in case you fail to update the List of your Employees within the timeframe above and it includes persons who are no longer your Employees. You owe monthly fee under p.6.2. for each person who meets the preconditions set in p.6.2. and who is included in the List of your Employees, including those who are no longer your Employees but you have failed to update the List of your Employees within the timeframe above.

### **3. iCard Personal Accounts for Employees**

3.1 You understand and agree that in order to actually use the payroll functionality for your Employees (iCard Payroll) you need to ensure that each one of your Employees has downloaded the iCard Mobile App - iCard Digital Wallet, and agreed with all the relevant legal documents, respectively successfully passes the identification and verification procedures of iCard, so as to open an iCard personal account, where you can make payments using iCard Payroll.

3.2 iCard is legally obliged to identify and verify your Employees' identity in compliance with the applicable AML/FT Laws, iCard's internal AML/FT rules and the applicable rules of the Card Organizations. Payment Services, including Accounts and Cards shall not be activated and available until successful completion of the identification and verification procedures. iCard reserves its right to ask for additional documents, personal details, original or notarized copies of ID documents or other documents at any time. iCard shall have the right to reject the provision of payment services and open payment account to any of your Employees for which there are reasonable suspicions for money laundering, financing of terrorism, matching in blacklists of Card organizations, Financial institution's internal blacklists or similar.

3.3 In the event that an Employee has already an active iCard Personal Account, iCard shall transfer the payment to the already existing e-money account of the Employee.

3.4 In case the payment service agreement for iCard personal account of any of your Employees is terminated, irrespective of the reason for termination, as of the month following the month in which the termination occurs, you do not owe monthly fee for such Employee and you cannot any longer pay salary to such Employee via the functionality iCard Payroll.

### **4. Issuing of iCard Cards for Employees**

4.1 The plastic payment Card, linked to the iCard Digital Wallet of your Employee, designed for POS terminal and Internet Purchases, and ATM or cash withdraws, are not issued automatically to your Employees. It must be explicitly ordered by you via the Payroll Service for which we may charge you an issuing fee.

4.2 Upon your request and after you have provided the necessary information and documentation for your Employees, iCard shall issue and deliver iCard Cards bearing the logo of the Card Organizations and embossed with name of the respective Employee in his/her capacity of cardholder. The Cards for iCard Payroll may be cobranded with your logo upon the condition that iCard and the Card organization approves the proposed design in advance.

4.3 The iCard Cards are delivered to you (the Company's registered address) and it is your obligation to distribute the received Cards to your Employees and to comply with the data protection rules set in Section 7. The Cards will be delivered inactive and can be activated by your Employees after the successful completion of the verification procedures.

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4.4 The fee for issuing of the Cards for your Employees is specified in the Tariff for iCard Payroll. You acknowledge and agree that the delivery time of the ordered Cards is presented to you in your online profile for iCard Payroll when placing the order.

## **5. Making Payments to Employees**

5.1 After you have successfully uploaded the required file for mass payment in iCard Business platform and your Employees have successfully completed the identification and verification procedures, you will be enabled to make instant money transfers through iCard Payroll to all your Employees who maintain an active iCard personal account. Employees who have not yet passed the identification and verification procedures shall not be eligible to receive payments through iCard Payroll.

The payroll functionality commences when you select the eligible Employees to whom you wish to make payments and after you have specified the amounts due. By clicking the button "Confirm" or "Continue", or other similar button, you confirm that you are making an explicit and irrevocable mass payment order and debit your Account with the amount of the transfer, and all applicable fees.

5.2 In the event that there is enough Balance on your iCard for Business Account to cover the money transfer order and applicable fees (if any), iCard will immediately execute the mass payment order, in the same working day.

5.3 In the event that there is not enough Balance on your iCard for Business Account to cover the money transfer order and the applicable fees (if any), iCard will refuse to execute the transaction and will inform you on the same working day.

5.4 iCard shall bear no liability towards you or your employees for the payment of any taxes and/or contribution, nor for the correct calculation of the due sums. You bear the full responsibility for compliance with the applicable legislation, including employment law, tax law, social security law, as well as for the correct calculation of the due sums to your Employees.

## **6. iCard Payroll Fees**

6.1 All fees due for the use of iCard Payroll by you are specified in the Tariff for this functionality, which may be revised and changed from time to time by iCard, as provided in the law. You shall be duly notified for any change of the Tariff regarding iCard Payroll and such changes will be duly indicated in your Online account for the iCard Services and on the website.

6.2 For each Employee of yours, who is duly verified by the Financial Institution and has active Legal Agreement for iCard personal account, and is included in your List of your Employees for iCard Payroll, and whose nationality is of a country outside European Economic Area (EEA), you owe a fee in amount set in the Tariff for iCard Payroll. This fee is charged and withheld no later than the tenth day of the month following the month for which the fee is due, and is automatically withheld by us from the balance in your e-money account iCard for Business. The fee is applicable for each Employee of yours as described in the first sentence of this clause, including in case his/her iCard personal account is blocked for any reason, and/or he/she doesn't receive salary from you, but is included in the List of your Employees for iCard Payroll.

6.3 You acknowledge and agree that we are authorized to satisfy immediately as they become due any obligation by debiting or withdrawing directly funds from your Account, or/and any outstanding sums owed by us to you, in accordance with the Legal Agreement for iCard Business Account. We will inform you on the ground, amount and value date of such withdraws.

## **7. Data protection**

7.1 Each party shall, at all times, comply with its respective obligations under all applicable Data Protection Legislation in relation to all Personal Data that is processed by it in the course of performing its obligations under these Additional Terms and Conditions, including by maintaining a valid and up to date privacy notice under the Data Protection Legislation.

7.2 You shall bring into effect and maintain all technical and organizational measures to prevent unauthorized or unlawful processing of Personal Data or Cardholder data or PINs and accidental loss or destruction of, or damage to, or unlawful use of Personal Data or Cardholder data or PINs. You shall bring into effect and maintain all technical and organizational measures to prevent unauthorized or unlawful storing, access and processing of Cardholder Data Information, accidental loss or destruction of, or damage to Cardholder Data or Cards. In case of unauthorized or unlawful storing, access and processing of Cardholder Data Information, accidental loss or destruction or damage of Cardholder Data or Cards, you shall immediately inform iCard.

## **8. Termination**

8.1 You may stop using iCard Payroll at any time and free of charge, without need to inform us.

8.2 We shall be entitled, upon our discretion (including, but not limited to technical reasons, any fraud suspicion, any misuse of whatever nature, any likelihood of damage to the good name and reputation of iCard) to terminate or suspend/cease, the

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provision of the additional functionality iCard Payroll to you, for which we will notify you via e-mail. iCard shall not be liable for whatsoever compensations for any damages in relation to the termination/ suspension/ cessation of the functionality.

8.3 We may, at any time, terminate the agreement without notice if you have breached any material provision of these Terms and Conditions or law, including but not limited to the AML/KYC and/or FT laws and regulations or our internal rules, or Regulations of Card Organizations or other Organizations, or in the event that we are required to do so by law or Regulations of Card Organizations or other Organizations (for example, where the provision of the Service to you becomes non-compliant with the Regulations).

8.4 You acknowledge and agree that we shall stop providing iCard Payroll to you in the event that the Legal Agreement for iCard Business Account is terminated by either you or us, in accordance with the terms and conditions set thereof.

8.5 The termination of the Legal Agreement for iCard Business Account between you and us, respectively termination of the present General Terms and Conditions, regardless of the reason for it, shall not affect the rights of the Employees to use the payment services under the Legal Agreements for iCard Personal Account.

8.6 In case you have stopped using the functionality iCard Payroll for a term of 10 (ten) or more consecutive months, including, but not limited, no active actions for maintenance and update of the List of your Employees have been taken, and/or no payments have been made via the functionality and the file for mass payment, and/or there are no Employees in the List of your Employees, the functionality iCard Payroll shall be ceased as a result of your inactivity and in order to use it again, you have to go through the procedure under Section 2 above once again and to provide updated and correct information for your Employees.

## 9. Liability and indemnification

9.1 The Parties agree to indemnify, defend and hold harmless each other, from and against any losses, resulting from any and all actions, causes of actions, claims, demands, liabilities, judgments, damages or expenses (collectively, "Claim" or "Claims") which the Party may at any time incur, sustain or become subject as a result of any Claim brought by a third party and:

i) connected to the other Party's or its employees or sub-contractors breach of any provision, warranty or representation in this agreement (such as regulatory requirements, cardholder data security, fraud prevention or other); or

ii) arising out of the other Party's or its employees or sub-contractors willful acts or omissions, negligence, or other similar wrongdoing; or

iii) arising from the other Party's or its Employees or sub-contractors failure to comply with any law or regulation including AML, data protection laws, cardholder data information and other rules and regulations. The indemnifying Party shall pay all costs, damages, and expenses incurred by the Party suffering the damages, including reasonable attorneys' fees and costs awarded against the party in connection with or arising from any such Claim, provided that the Party suffering the damages has notified the indemnifying Party in writing via e-mail of any such Claim.

## 10. General legal terms

10.1 The provisions stipulated in the Legal Agreement iCard for Business Account, , including the Tariff, shall continue to fully apply to you when you are using iCard Payroll. You understand and agree that these Additional Terms and Conditions solely introduce iCard Payroll as additional functionality of your iCard Business Account and that for matters, which are not covered by them and the tariff for iCard Payroll, the aforementioned Legal agreement iCard for Business and its tariff shall apply to their full extent.

10.2 You may not assign any of your rights nor novate any of its obligations under these Additional terms and Conditions without the prior written consent of iCard, which shall not be unreasonably withheld or delayed.

10.3 iCard may assign its rights, including its right to receive fees, and subcontract or novate its obligations under these Additional Terms and Conditions to a company within the group of companies of iCard or to a third person, for which iCard shall inform you in a timely manner.

10.4 If the parties are unable to resolve any Disputes, the Disputes shall be finally settled by the competent courts in Sofia, Bulgaria. These Additional Terms and Conditions is governed by Bulgarian law.

10.5 In relation to the provision of iCard Payroll you may contact us at any time on the following channels: [support@icard.com](mailto:support@icard.com)

10.6 These Additional Terms and Conditions are updated on 01.04.2025 and are available on the following website:

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[www.iCard.com](http://www.iCard.com)