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User Agreement for icard bus Service_EN 20190117

User Agreement for ICard Platform

Last update: 16.11.2018

1. Legal relationship and Platform

1.1 This User Agreement is between the Client (referred to as "You") on one side and iCard Services AD, UIN 175415100, with seat and registered address in Varna, Business Park Varna, B1, Bulgaria, on the other side referred to jointly as "we", or "us", acting as a Registered agent of iCard AD, having its seat and registered office at: Bulgaria, Sofia, 76A James Boucher Blvd., PO 1407, UIN: 175325806, authorized and regulated by the Bulgarian National Bank as an Electronic Money Institution under the Electronic Money Directive 2009/110/EC (the "EMD") with license No. 4703-5081/25.07.2011 Principal Member of Mastercard, VISA and JCB, (hereinafter referred to as "Financial Institution").

The User Agreement regulates your use of the online ICard. All e-money, payment or other linked services are regulated by separate agreements.

"ICard Platform" or "Platform" is a web-based Platform, operated by us, which end-users may use as a gateway in order to enrol and gain access to their e-money accounts, as well as a mobile app for Android and iOS

The E-money account is a separate product, provided by the entity, described in the Legal Agreement for ICard Account, which is a separate legal agreement, concluded via our Platform.

Any issues related to e-money, payment services and instruments, is not a subject of the present Agreement and is described in the respective legal agreement for the product in question.

Not a Framework Contract: For the avoidance of doubt, the present User Agreement does not constitute a "framework contract" for the purpose of the EU Payment Services Directive 2 (EU) 2015/2366 or any implementation of that directive in the European Union or EEA (including, without limitation any national laws implementing the EU PSD).

1.2 Brief description of some of the most important definitions:

"ICard Platform" or "Platform" is a web-based Platform, operated by us, which end-users may use as a gateway in order to enroll and gain access to their e-money accounts, as well as a mobile app for Android and iOS.

"ICard User" means a natural or legal person which is an acceptable client the ICard Platform.

1.3 You acknowledge and agree that a condition for becoming a ICard User is to fulfil the following steps:

(i) Downloading the Mobile App, officially published by us, or registering and fulfilling all necessary steps on the ICard Website

(ii) Agreeing with the Mobile App License Agreement and this User Agreement for ICard Platform, as well as agreeing with the Legal agreement for ICard Account and other legal documents if applicable.

(iii) Protecting your privacy is very important to us. You must read and agree to the ICard Privacy Policy, to better understand our commitment to maintain your privacy, as well as our use and disclosure of your information;

(iv) You are required to enter valid and true data, such as your name of, Country of residence, mobile phone number that will be used by the Platform, principle currency of the e-money account and other, as required by us

(v) Verifying the mobile phone number for the Platform as indicated by us

(vi) In relation to the Mobile app - choosing and entering secret code (PIN) for the mobile app, which is required for using of the Platform;

1.4 The Agreement will be effective from the date of its acceptance by you ("Effective Date"). By clicking Accept or Agree where this option is made available to you by us via the Website for the Platform or Mobile Application for the Platform and which you hereby adopt as your electronic signature you consent and agree to the terms and conditions of the present Legal Agreement and therefore the electronic document of the Agreement is deemed as duly signed by you.

1.5 A link of the Agreement will be provided to you in the Website or Mobile App from where you may download the Agreement in printable form during or immediately after the sign-up process. A copy of the Agreement, as amended from time to time, is

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available to you in the Mobile App and also on Website for the Platform www.icard.com ("Website"). You may request to be provided with a copy of the Agreement, and a link to the Agreement will be sent to your registered mobile number for the service.

1.6 The Agreement and all communication between you and us will be in English language. Where we have provided you with a translation of the English-language version of the Agreement or communication in other languages, this translation is only for your convenience and you explicitly agree that the English-language version of the Agreement and communication will govern the relationship with us. If there is any contradiction between the English-language version and a translation, the English-language version takes precedence.

1.7 You declare that you are registering for the Platform on you own behalf only and that you are not acting on behalf or on account of third party.

2. Eligibility for ICard Platform

2.1 To be eligible to use any functionalities of the ICard Platform, you must (i) be at least 18 years old ; and (ii) be resident of the countries, listed in the Website or Mobile app; and (iii) you must be eligible to access the ICard E-money and other payment services, as described in the Agreement for ICard account and ICard Card.

2.2 Upon registration for the Platform and during this Agreement, you must provide current, complete and accurate information by personalizing your Online account, as requested by us and maintain that information as current and accurate during use of the Platform.

3. Access to payment and other services via the ICard Platform

3.1 You acknowledge and agree that the provision of any Goods and Platforms performed via ICard, including but not limited to top-up of prepaid or similar services, are transactions between the respective service/goods provider and you and not with us. We are not liable for the performance of obligation of such providers and you should address your claims to them.

3.2 You hereby confirm your understanding that our Platform solely provides you online access to the ICard e-money and payment services, which are provided by separate entities. We are not liable for the provision of the e-money and payment services. In case of any dispute you should address your claims to the company, providing these services to you.

4. Personal Data Protection. Financial Secrecy

4.1 For information about our data protection practices, you are obliged to read the Privacy Policy, which forms an inseparable part of this Agreement, available on our Platform. You may request that an electronic copy of Privacy Policy is sent to you in PDF form by contacting us via e-mail.

5. Use of the ICard e-money and payment services,

5.1 The use of the e-money and payment services, such as funding of account receipt of money, payments with cards, credit transfer, direct debit, currency exchange or others, are regulated in the respective Legal Agreements for ICard Account and Legal Agreement for ICard Card and other legal documents (if applicable), which are concluded with iCard AD, a separate entity - licensed E-money institution under the laws of the Republic of Bulgaria.

6. ICard Acceptance Policy and permissible actions

6.1 You may only use our Platform in bona fide and in accordance with the functionalities of the Platform. You agree to use the Platform only as permitted by:

(i) The Agreement;

(ii) Characteristics, settings and limits of the Platform, including setting of limits and options by you as allowed by the Platform, as published and updated by us from time to time on our website for the Platform or in User Interface for the Platform; and

(iii) Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

6.2 It is strictly forbidden to use the Platform in violation of the Agreement, or for any illegal purposes. In particular, you shall under no circumstances use the Platform for activities which without limitation involve or may involve any of the following:

(a) Breach of this Agreement (including, without limitation, providing false identifying data, such as false names, e-mail address, multiple mobile numbers or other data, with the aim or resulting in opening of multiple Accounts for a single user or

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avoiding any restrictions imposed by us in another way); or

(b) Breach or risk of breach by you of any law, statute, contract, or regulation applicable (for example IP laws, or those governing payment services including anti-money laundering or terrorist financing, or similar regulatory requirements, including where we cannot verify the identity or other data about you according to our Internal regulatory requirements of, consumer protections, unfair competition, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any Goods or Platforms according to all applicable laws); or

(c) Abuse on your side; or

(d) Use of the Platform in a manner that results in or may result in complaints, disputes, claims, fees, fines, penalties and other liability to us or any of our Branches or Agents, affiliates and other similar; or

(e) intercept or monitor, damage or modify any communication that is not intended for you or use any type of spider, virus, worm, trojan-horse or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Platform;

(f) send unsolicited communications (also referred to as "SPAM", "SPIM" or "SPIT") or any communication not permitted by applicable law or use the Platform for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;

(g) use of any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy for which you do not have license or permission from the owner of such rights; or

(i) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way or use the Platform to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party;

(j) Use the Platform in connection with any other underlying illegal operation such as but not limited to collection or harvesting any personally identifiable information; or;

(k) Use of the Platform for any sale of purchase of goods and/or services, which are not acceptable to us as determined our website for the Platform or as instructed in writing by us.

6.3 You may not use the Platform and/or may not accept the Agreement and we may temporarily stop or terminate the Platform and/or Agreement immediately and without prior notice to you, if:

(a) You are not of legal age to form a binding contract with us and operate the payment instrument or funding instrument for use with the Platform; or

(b) You are a person barred from receiving the Platform under the applicable laws or Regulations, with the requirements of the entity which provides the e-money and payment services, or our rules or policies;

(c) You have not been fully identified or verified by us, upon our single discretion; or

(d) Other important reasons, upon our discretion, such as risk and compliance;

6.4 We shall be entitled to notify you at any time for the termination of your use of the Platform via the Online account or through the ICard Mobile App, in case you have become a non-acceptable client for us. The decision for the refusal is strictly in our discretion and we shall not be liable for whatsoever compensations.

6.5 You agree that you will not engage in any activity that interferes with or disrupts the Platform (or the servers and networks which are connected to the Platform, or impact or attempt to impact the availability of the Platform, with a denial of service (DOS) or distributed denial of service (DDoS) attack.

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

6.7 You agree that you are fully responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Agreement and for the consequences (including any loss or damage which we may suffer) of any such breach.

6.8 The ICard Mobile Application for smart devices is available for downloading only for certain Smart devices as described in the Agreement and we are not liable for lack of availability of the Platform on mobile or smart devices, or inability to download

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or use the Platforms via particular smart device, or lack of Platform or part of the Platform, because of lack of Internet or because of mobile operator services (such as SMS or other) or hardware specifics or problems.

6.9 Non-satisfaction of the conditions in this Agreement may result in immediate suspension of the the Platform, blocking of the funds in your Account, our right to withhold funds in your Account for satisfaction of damages incurred by us, because of your breach, claim by us against you, initiation of procedures before competent regulatory bodies or Card Organizations, and also termination of this Agreement without prior notice to Client.

7. Termination of Agreement

7.1 You acknowledge and agree that we may stop providing the Platform to you, as provided in the Agreement. You may stop using the Platform at any time, without need to inform us. The Agreement will continue to apply until terminated either by you or by us, as set out below.

7.2 If you want to terminate Legal Agreement with us, you may do so immediately and without charge for termination at any time by:

(a) Notifying us, in accordance with clauses for communication by you and us below; and

(b) Closing your Account for the Platform;

7.3. In case you wish to terminate the present Agreement, the company which provides the e-money and payment services will have to terminate the respective legal relationships with you as well. You will be given the option to redeem your e-money balance in accordance with the terms set out in the Legal Agreement for ICard Account.

You will be instructed to destroy or return the ICard Card in accordance with the Legal Agreement for ICard Card, in case it's applicable.

In case of any risk of Damages for us, resulting from claims, fees, fines, penalties, your non-compliance with regulations and other similar liabilities arising from your use of the Platform, you hereby agree that we may instruct the entity, which services your e-money account to hold your funds for up to 180 Days even after Termination of Agreement or shorter or longer period, as required by the law, including laws in favor of the consumer. You will remain liable for all obligations arising under this Agreement even after Termination of Agreement and/or closing of Account.

7.4 We may, at any time, terminate the Agreement with you without notice if:

(a) You have breached any material provision of the Agreement or law (or have acted in a manner which clearly shows that you do not intend to or you are unable to comply with the material provisions of the Agreement); or

(b) We are required to do so by law or Regulations (for example, where the provision of the Platform to you becomes non-compliant with the Regulations).

7.5 Unless a shorter period is provided in this Agreement, as permitted by law, we may, at any time, terminate the Agreement by giving you 5-days' notice.

7.6 When this Agreement comes to an end, all of the legal rights, obligations and liabilities that you and we have benefited from, or which have accrued over time whilst the Agreement has been in force, or which are expressed to continue indefinitely, will be unaffected by this cessation, and the provisions of clause 19.5 will continue to apply to such rights, obligations and liabilities indefinitely.

Death of a natural person and change in legal status

7.7 Death of a natural person. We will assume that the relationship between us persists until we are notified in writing about your death. We must be notified by who is legally vested with the rights and obligations to act on behalf of your affairs and will take instructions from him/her/them. Such person may be the heir, legatee, administrator, executor or otherwise. We shall be entitled to receive to its satisfaction such evidence, at your cost, as may be required by us to establish the proper entitlement and authority of the person claiming to be in charge of acting on behalf of your affairs and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority.

7.7 Legal Entities: In the event that you are placed into liquidation, bankruptcy or administration or any other analogous process wherein a liquidator, curator or trustee or similar officer is appointed and in whom legal authority and representation is vested, to the exclusion of the persons you may have nominated, we shall be entitled to receive to our satisfaction such evidence, at your cost, as we may require to establish the proper entitlement and authority of the person claiming power to

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give us instructions and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority. In case where the legal entity or organization is dissolved, the successor of the assets (money) in the Account has to provide us with additional information for the due identification and verification of the persons, entitled to be provided with access to our service of providing access to the ICard Platform.

8. Limitation of Warranties:

8.1 We make no express warranties or representations with respect to the provision of the Platform. In particular, we do not warrant to you that:

- (a) Your use of the Platform will meet your requirements or expectations;
- (b) Your use of the Platform will be uninterrupted, timely, secure or free from error; and
- (c) Any information obtained by you as a result of use of the Platform will be accurate or reliable.

8.2 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Platform, except to the extent that they are expressly set out in the Agreement.

8.3 Nothing in the Agreement will affect those mandatory statutory rights to which you are entitled as a consumer and that you cannot contractually agree to alter or waive.

9. Limitation of Liability:

9.1 Nothing in the Agreement will exclude or limit our liability for losses which may not be lawfully excluded or limited by this Agreement or by applicable law.

9.2 Subject to the previous Clause, we will not be liable to you for:

- (a) Any indirect or consequential losses which may be incurred by you. This will include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
- (b) Any loss or damage which may be incurred by you as a result of:
 - (i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser whose advertising appears on the Platform;
 - (ii) Any change which we may make to the Platform or any permanent or temporary cessation in the provision of the Platform (or any features within the Platform);
 - (iii) Malfunction of the Platform;
 - (iv) The deletion of, corruption of or failure to store any communications data maintained or transmitted by or through your use of the Platform;
 - (v) Your failure to provide us with accurate information; and
 - (vi) Any fraudulent use of the Platform or attempt for fraudulent use by you or third parties related to you;

9.3 We do not assume any responsibility for the information provided by you or other persons to any third parties upon which we cannot influence or control in any way. You acknowledge and agree that we are not liable for any damages or claims resulting from your use or visit on third parties' websites.

10. Changes to the Agreement:

10.1 You agree that we may make changes to the Agreement from time to time. We shall give you 5-days' notice of changes in the Agreement, unless a longer period is necessitated by a Regulatory change, or is allowed by law, by notification-mail sent to your e-mail registered for ICard Platform before their proposed date of entry into force.

10.2 You understand and agree that you will be deemed to have accepted the changes unless you notify us to the contrary by notice, as provided herein under, prior to the date on which the changes are to come into effect, in which case the Agreement will terminate without charge for termination immediately before the effective date of the changes.

10.3 Nothing in this Section will limit:

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(a) Our right to update and revise its policies from time to time or to add new features to the Platform from time to time without prior notice, which may be accepted by you by using the new feature. Such revisions may take place using a method chosen at our discretion, and such method may also include email communication or publication on the Website for the Platform or in ICard App; and

(b) The parties' right to vary the terms of this Section, where the variation is not prohibited by law and both parties agree to it.

10.4 We may introduce innovations, improvements, developments, new functionalities, upgrade Accounts or amend the names of Accounts or products unilaterally and without your consent, for which we shall inform you via e-mail or via the Website for the Platform.

11. Communications and Notices

11.1 All information will be made available or provided to you in an easily accessible manner, in easily understandable language, in a clear and comprehensible form and in English and other languages supported by us.

11.2 You agree that we may send notices and other communications to you via your Online account for the Platform or via the ICard Mobile App, or via e-mail or other reasonable means to any matter relating to your use of the Platform, including the Agreement (and revisions or amendments to the Agreement), notices or disclosures regarding the Platform.

11.3 Particular communications will be handled as follows:

(i) The Agreement will be provided in the Website and/or the ICard Mobile app at the sign-up and will also be available on the website for the Platform and in your Online account;

(ii) Notifications on changes to this Agreement after the sign-up will be provided via e-mail ;

(iii) Except where this Agreement provides otherwise, a notice to terminate this Agreement will be provided via e-mail;

11.4 Any notice sent to us under this Agreement has to be sent by registered post addresses of registered office, as applicable:

Att: iCard Services AD

Business Park Varna, B1, Varna, Bulgaria

11.5 In the following urgent cases, you have to notify us immediately and without delay:

(i) Notification of loss, theft, unauthorized use or security breach must be made immediately to the Contact Center on numbers stated on website for the Platform;

(ii) Notification by you that you do not agree to the amendment of the Agreement and wish to terminate the Agreement prior to entry into force of the amendments has to be sent from you via your registered e-mail for the Platform.

(iii) Notification by you that you complain about certain services have to be sent via your registered e-mail for the Platform.

12. General legal terms

12.1 This User Agreement, including Privacy Policy, Legal Agreement for ICard Account, the Tariff and the other Legal Agreement (such as the Legal Agreement for ICard Card, and other if its applicable), represent the entire legal agreement for your use of the ICard Platform and any services related to the Platform and completely replace any prior agreements in relation to the Platform.

12.2 You agree that if we do not exercise or enforce any legal right or remedy which is contained in the Agreement (or which we have the benefit of under any applicable law), this will not constitute a waiver of our rights and that those rights or remedies will still be available to us.

12.3 If any court of law having the jurisdiction to decide on a matter relating to the Agreement rules that any provision of the Agreement is invalid in respect to you, in your capacity of a Consumer, then that provision will be deemed void and will be removed from the content of the Agreement with you without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

12.4 You may not assign your rights under the Agreement or otherwise sub-contract or transfer any of your rights or

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obligations under the Agreement without our prior written consent.

12.5 We may transfer our rights and obligations under the Agreement to a third party, giving to you at least two-month notice previous the date of the transfer per e-mail or via ICard Mobile App unless such a transfer is required due to regulatory reasons. In case you disagree with such transfer we shall provide you the possibility to terminate the Agreement free of taxes, penalties or other.

12.6 Any claim or dispute arising under the Agreement or as a result of the provision of the Platform should, in the first instance, be referred to us via the Mobile app and/or via your registered mobile number. You have to submit Complaints in writing and clearly stating the reasons for complaint. Complaints of clients who have not been successfully identified and verified may not be responded, unless the complaint is related to the process of identification and/or verification of the client. We shall try to resolve the complaint, within reasonable term upon receipt of clear and correctly submitted complaint. We will then investigate and, where appropriate and necessary, take immediate action to rectify the situation. We also undertake to take the necessary steps to prevent a recurrence. All complaints will be acknowledged and you will be informed accordingly of the investigation's outcome. If you are still dissatisfied with the outcome of the resolution, you may direct your complaint to the following regulatory bodies:

For Complaints related to our services:

The Commission for consumer protection (in case you are using the service in a consumer capacity): <https://www.kzp.bg/>

For Complaints related to e-money and payment services: See your Legal Agreement for ICard Account.

12.8 "iCard", "iCard Card", "iCard Account" and all related URLs, logos, marks or designs, scripts, graphics, interactive features and similar, software, interfaces, standard or special design of Pay Stickers or visualizations or other related to the Platform, including logos and marks of Card Organizations are protected by copyrights, trademark registrations or Patents or other of our intellectual property rights. You may not use, copy, imitate, modify, alter or amend, sell, distribute or provide them without our prior written explicit consent to do so in a separate Agreement.

12.9 This User Agreement and the relationship between us shall be governed by the Republic of Bulgaria, subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the Bulgarian courts in Sofia arising out of or relating to this User Agreement or the provision of our Platforms. In simple terms, "nonexclusive jurisdiction of the Bulgarian courts" means that if you were able to bring a claim arising from this User Agreement against us in Court, the competent court in Sofia, Bulgaria, but in case you are a consumer you may also elect to bring a claim in the court of the country as per your permanent residence.