



Mobi-B – Mobile Wallet Terms and Conditions

May 25, 2018





Please read the General Terms and Conditions for using the Mobi-B service and if you accept them indicate your acceptance by checking the box in front of "I accept the General Terms and Conditions". Once you check the box and press the relevant virtual button you will be considered aware of the General Terms and Conditions and obliged to comply with them.

GENERAL TERMS AND CONDITIONS FOR USING THE MOBI-B SERVICE

This document contains the General Terms and Conditions of the agreement for using the Mobi-B service provided by BORICA AD and regulates the relations between BORICA AD, UIC 201230426, having its seat and address of management: Sofia 1612, 41 Tsar Boris III Blvd., tel. 0700 199 10, e-mail: office@borica.bg (hereinafter referred to as the Operator) and each User of the Mobi-B service.

Definitions:

Art. 1.

In applying and interpreting the General Terms and Conditions, the terms and expressions used shall have the following meaning:

- Mobi-B – a service allowing the User to use payment services by a payment service provider through mobile phone. "Mobi-B" is a registered trademark of BORICA AD.
- BORICA AD (the Operator) is a trading company providing the Mobi-B services. BORICA AD is a legal entity registered under the Value Added Tax Act and the Personal Data Protection Act as a personal data controller.
- Activation code is a numerical code used for registration and activation of already installed application. It is obtained:
 - from the bank statement in the "Details of payment" field, upon return of the transaction of BGN 1 after online registration;
 - from the ATM receipt after ATM registration.
- Malicious Acts are actions or inactions violating the Internet ethics or causing damages to persons connected to the Internet or associated networks, sending undesired mail (unsolicited commercial messages, spam, junk mail), overflowing the channels (flood), obtaining access to resources with someone else's rights and passwords, using



system imperfections for the purpose of personal profit or obtaining information (hack), carrying out actions which may be defined as industrial espionage or sabotage, damaging or destroying systems or data sets (crack), sending "Trojan horses" or causing installation of viruses or remote control systems, disturbing the normal work of the remaining users of the Internet and associated networks, carrying out any actions which may be defined as a crime or administrative violation under the Bulgarian law or other applicable law.

- Identifier is the mobile phone number which the User has registered to use the Mobi-B service.
- Internet page in terms of these General Terms and Conditions means a distinct component of a website.
- Password to use the Mobi-B app - a numerical code selected by the User. It has to be entered each time the User wants to use the app. It serves to protect from unauthorized access to the app and can be changed at any time by the User.
- The Mobi-B app is a software the User can download, install and activate.
- User is a customer of a payment service provider holding a payment card and registered as user of the Mobi-B service.
- Website / site is a distinct site of the global Internet network accessed through its unique resource locator (URL) via the HTTP, HTTPS protocols or any other standard protocol, and containing files, programs, text, sound, picture, image or other materials and resources.
- Payment card is a payment instrument on which information is stored electronically and is used repeatedly to identify the authorized user of payment services and remote access to a payment account and/or to a predetermined credit limit agreed between the authorized user of payment services to whom the card has been issued and the payment service provider.
- Payment card balance – a service showing the total amount up to which payment transactions can be effected through the payment card.
- Last five transactions – a service showing the last 5 effected and successfully authorized transactions, regardless of the device (POS or ATM) or the WEB merchant where such transactions have been made.
- Locking/unlocking a payment card – a service allowing/disallowing the use of the payment card for payments at POS, ATM or WEB merchant.

Subject

Art. 2.



The Operator provides to the User the opportunity to use the Mobi-B services after initial signing up, registration of at least one payment card, downloading and installing the app on a mobile phone and accepting the General Terms and Conditions. The Operator shall provide the services subject to the strict compliance by the User of these General Terms and Conditions and of the imperative provisions of the applicable laws.

The payment cards that can be registered at the Mobi-B app should be issued by payment service providers having executed an agreement with the Operator (hereinafter referred to as the partners). A list of the payment service providers that have executed an agreement with the Operator can be found at www.mobi-b.bg.

The use of the Mobi-B service is free of charge for the User. The Operator retains the right to charge some or all of the Mobi-B services with a 60-day notice to the Users, sent by the order of Art. 12 of these General Terms and Conditions.

Scope and Usage of Services

Art. 3.

Through the Mobi-B services the Operator allows the User to access the registered payment cards of the User through the mobile phone on which the app has been installed.

An integral part of these General Terms and Conditions is “Mobi-B – Mobile Wallet User Guide”.

The Operator is not obliged and actually able to verify the identity of the User and the card holder registered with the card issuing payment service provider. The User is solely responsible for the registration and usage of the payment card.

For security reasons, the Operator recommends to exit the App at the end of usage through the virtual button "Exit".

The provision of the Mobi-B services does not cover provision of a mobile phone or data transmission connectivity. The Operator shall not be responsible if the User is not able to access the system because of reasons beyond the control of the Operator (hardware or software fault, Internet connectivity fault, etc.).

Technical Requirements to the Mobile Phone

Art. 4.

To be able to use the Mobi-B service as fully as intended, the User has to have a mobile phone with access to Internet with one of the following operating systems:

- Android (v. 2.3 and higher)
- iOS (v. 6-10)
- MS Windows Phone (8 and higher)



Scope of the Mobi-B services

Art. 5.

The Mobi-B services include:

- statements on the current balance of each payment card registered at the app;
- the last five transactions;
- locking and unlocking the payment cards registered at the app;
- registering a bank account (IBAN) for receiving money transfers;
- generating a dynamic CVC/CVV 2 code;
- money transfers from a registered payment card to a registered Mobi-B User with specified IBAN account (P2P transfer);
- Cash-M transfer.

The scope of services is specified herein and in the agreements between the User and the payment service provider that has issued the payment card. The use of Mobi-B services shall not relieve the User from the obligation to pay the card issuer all remuneration, fees, commissions or any other benefits agreed between the User and the payment card issuer.

With a view of improving and extending the service scope, the Operator retains the right to supplement and modify the services at any time, including with respect to the provision mode and conditions. The Operator shall provide to the User enough time to get to know the intended modifications.

Password for Access to the Mobi-B Services

Art. 6.

To activate the Application, the User must specify a numerical code which shall be entered each time the User accesses the services.

By entering the password at the designated place in the application and pressing the virtual button "Login" the User will get access to the services.

The User shall use all efforts and shall take all necessary and reasonable measures to protect the password and shall not make it known to third parties and shall notify immediately the Operator in case of any actual or possible unauthorized access. The User shall be solely responsible for the password protection and for all actions performed by the User or by any third party using the password.

Installation and Activation of the Application. Registration of the First Payment Card

Art. 7.



The User shall install the Application through the links on the website www.mobi-b.bg, depending on the User's mobile phone.

To use the Mobi-B services, the User first has to activate and register a payment card issued by a payment service provider - partner. A payment card can be registered:

- Online, whereas the registration can be done on the Internet at www.mobi-b.bg. The User shall provide a valid phone number and a valid payment card issued by a payment service provider - partner. The Operator shall use the first card to make a transfer of BGN 1, which will be returned to the card holder. Thus the User will get the activation code in the description field of the transaction.
- At an ATM of a payment service provider - partner, whereas in order to register, the User will have to enter a valid phone number and a valid payment card issued by a payment service provider. The Mobi-B service will generate an activation code which will be provided through the ATM receipt.

When the User gets the activation code, the User shall enter it into the Application. The Application will be activated with the registered payment card which has been used for the initial registration.

Registration of Payment Cards

Art. 8.

The registration of additional payment cards is made under the following conditions:

- The User should perform one of the procedures described in Art. 7 with the payment card the User wants to register. The obtained activation code can be used only to activate the selected payment card from the menu "Wallet";
- One payment card cannot be registered at more than one phone;
- The User can delete a registered card from the Application and thus shall terminate the card registration at Mobi-B;
- The User may re-register a deleted card from the Application by following the procedures set out in Art. 7, without payment of any additional fees to the Operator.

Re-activating the Application

Art. 9.

- If the User deletes the Application from the mobile phone, the User may install it and activate it again by following one of the procedures described in Art. 7;
- In case of change of a SIM card with a new mobile number, the User may use the Application again after deleting it, reinstalling it and activating by following one of the procedures described in Art. 7.



Acceptance of the General Terms and Conditions

Art. 10.

The User has to accept these General Terms and Conditions by checking the box in front of the text "I accept the General Terms and Conditions" and pressing the relevant virtual button. The User thus makes a digital statement in terms of the Digital Document and Digital Signature Act, through which the User declares that he/she is familiar with these General Terms and Conditions, accepts them and will comply with them. By recording this digital statement on relevant media on the Operator's server through a generally accepted technical means of conversion making possible its reproduction, the digital statement becomes a digital document in terms of the above said Act. The Supplier is allowed to store in the log files of its server the phone number of the User and any other information required to identify the User and to reproduce his/her digital statement accepting the General Terms and Conditions in case of a legal dispute. These General Terms and Conditions are available on the Internet at www.mobi-b.bg in a form allowing to store and reproduce the relevant text.

Before making the statement under Par. 1 of this Art., the User may freely correct the data entered in the electronic registration form.

The User warrants that the data provided in the process of registration is true and correct and the User shall update it accordingly in case of any change. The Operator shall be entitled to terminate or suspend immediately the provision of the services and the maintenance of the User's registration, if the User has provided incorrect data.

Execution and Duration of the Agreement

Art. 11.

The Agreement between the Parties shall become effective at the time of reaching an agreement, expressed in the manner described in Art. 10. The Agreement shall be executed in Bulgarian. By accepting these General Terms and Conditions, the User agrees that any communication to him/her will be performed via SMSs sent to the phone number registered for the services or via electronic mail or notifications received through the application.

The Agreement between the Operator and User shall not be limited in time.

Amendment to the General Terms and Conditions

Art. 12.

Insofar as the services provided by the Operator may be improved and extended and in connection with any legal changes affecting the services, these General Terms and Conditions can be amended unilaterally by the Operator.

The Operator shall notify the User of any changes made in these General Terms and Conditions by publishing the changed conditions at www.mobi-b.bg and sending a message to the User.



The Operator shall provide to the User enough time, but not shorter than one month, to get to know the modifications in the General Terms and Conditions. If during this period, the User does not state that he/she rejects the modifications, the User will be considered bound by them. If the User states that he/she rejects the modifications, it is considered according to Art. 11 that the contract shall be terminated within one month from the receipt of the rejection statement. In such case the User shall lose the right to use the application.

Rights and Obligations of the Parties

Rights and Obligations of the User

Art. 13.

The User is entitled:

- to activate the Application only on one mobile phone;
- to receive automatically the latest functionalities of the Mobi-B application without necessity to install its latest version;
- in case of change of a mobile phone and/or a mobile number, the User shall receive a new activation code at no charge after performing a registration following one of the procedures described in Art. 7;
- to terminate his/her registration unilaterally. The request for termination of the registration shall be submitted in writing whereby the User should undoubtedly certify to the Operator his identity and prove the possession of the respective identifier.

Art. 14.

The User shall:

- in case of loss of a payment card, the User can lock the card through the mobile phone to diminish the risk of improper use of the card. THE USER SHALL IMMEDIATELY CONTACT THE PAYMENT SERVICE PROVIDER THAT HAS ISSUED THE CARD AND BLOCK THE CARD ACCORDING TO THE RULES OF THE PAYMENT SERVICE PROVIDER AND THE INTERNATIONAL CARD SCHEMES IN ORDER TO PREVENT ANY FURTHER USAGE OF THIS CARD;
- keep track of the validity term of the payment cards registered at the Application. After expiry of the validity term, such payment cards cannot be used for card operations through the Mobi-B services;
- in case the mobile phone has been lost or stolen, the User shall contact the Operator's support center immediately and shall block the service;
- keep the Password for access to the Mobi-B Application in secret;
- in case of any suspected discredit of the password, the User shall change it immediately;



- not use the Mobi-B service to perform actions in violation of the Bulgarian laws, including, but not limited to, using the Mobi-B services for operations connected with money laundering or terrorism funding or for actions violating the requirements of the tax laws or actions considered as crimes against the financial, taxation and insurance system;
- comply with the applicable laws and these General Terms and Conditions;
- not violate any material or moral rights, including intellectual property rights;
- notify the Operator immediately of any case of violation caused or found while using the Mobi-B services;
- not make any attempt to interfere in the Mobi-B functions, including but not limited to preventing the procedure of identification of any other User, accessing the services in any manner other than the authorized one, impairing or impeding the availability, reliability or quality of services with respect to other Users, and using Mobi-B in such a way that makes other Users to discontinue the use of the services;
- not to extract by any technical means or technical methods information resource or any part thereof belonging to Mobi-B;
- not to mislead the Operator or third parties about the User's identity and rights at Mobi-B;
- not to perform malicious acts as defined in these General Terms and Conditions.

In case the User fails to perform any of the above obligations, the Operator shall be entitled to terminate or suspend the services immediately and without notice, or to terminate the Agreement unilaterally and without notice and to notify the competent authorities in case of implied improper actions.

Rights and Obligations of the Operator

Art. 15.

The Operator shall take the due care to allow the User to use the services as intended.

The Operator shall store data about the payment operations initiated through the Mobi-B service for a period prescribed by the legal requirements in its capacity of a payment system Operator.

The Operator is entitled to deactivate or remove the User's registration at Mobi-B in case of breach or attempted breach by the User of any intellectual property right of the Operator over the Mobi-B components that are subject to intellectual property.

The Operator is not obliged and actually not able to control the manner in which, and/or the purposes for which, the User uses the services provided hereunder, nor is obliged to seek facts and circumstances indicating the performance of any improper action.

In case of suspected risk and/or misuse, the Operator may block the service for one or all Users.

Liability. Limitation of Liability



Art. 16.

By accepting these General Terms and Conditions, the User declares that he/she shall be solely liable for the usage of services and the Operator shall not be liable for any possible damage caused to the User while using the services, unless such damage is caused by the Operator intentionally or due to gross negligence.

Art. 17.

The Operator is not a party to the agreement between the User and the payment service provider that has issued the payment card and shall not be liable for:

- any failed payment operation when the reason for such failure is beyond the scope of Mobi-B;
- any misuse through payment operations performed on behalf of the User by any third party in possession of the User's identification means to Mobi-B;
- payment operation processing incorrectly ordered by the User.

Art. 18.

The Operator shall not be liable for failure of any service or performance of any service with deteriorated quality as a result of any test performed by the Operator in order to check any equipment, connections, networks, etc., as well as any test intended to improve or optimize the performed services. In such cases the Operator shall notify the User in advance of the possible temporary unavailability or deteriorated quality of services.

Art. 19.

The Operator shall not be liable:

- if the User has disclosed the password to any third party;
- if the User has been negligent and has left the application unattended;
- in case of failure to provide the Mobi-B services due to circumstances beyond the control of the Operator, like force majeure events, accidental events, faults of the global network Internet or of the electronic communication networks or faults in providing services beyond the control of the Operator, as well as in case of unauthorized access or intervention by any third party to the functionality of the User's mobile phone;
- in case of unauthorized access or usage of the application by any third part through software installed on the User's mobile phone.

Art. 20.



The liability of the Operator shall be limited only up to the actual damages insofar as such damages are a direct and immediate consequence of the Operator's failure to perform its obligations.

Art. 21.

The Operator gives no warranty that the Mobi-B service will fit the expectations of the User.

Art. 22.

The User shall compensate the Operator and any third party for all damages caused and profit lost, including paid property sanctions, attorney fees and other expenses, as a result of any claim by and/or any indemnity paid to third parties in relation to any action of the User while using the Mobi-B service or in breach of the Bulgarian laws, the applicable international laws, these General Terms and Conditions, the good manners or Internet ethics.

Intellectual Property Right

Art. 23.

The intellectual property rights on all Mobi-B materials and resources (including the available databases) are subject to the Copyright and Allied Rights Act, belong to the Operator and shall not be used in violation of the applicable laws.

The right of the User to access Mobi-B does not include a right to use or modify any items protected by intellectual property right.

For any breach of the intellectual property rights on the Operator's resources the User shall pay to the Operator a penalty of BGN 5,000 (five thousand) for each such breach. The indicated penalty shall not deprive the Operator of the right to seek indemnity for damages exceeding the amount of the penalty.

Collecting, Processing and Storing Information. Privacy Protection

Art. 24.

The information used to identify the User includes the terminal device number (IMEI), mobile phone number (MSISDN), payment card number, bank account number.

The Operator shall collect and use such information for the purposes of service provision, to ensure secure User identification, to represent and prove payment transactions performed by the User, in case of any legal dispute or if the representing or proving such transactions is required for the performance of obligations of the accepting payment service provider, the operator of the payment system BORICA, the payment service provider that has issued the used payment card or any other party to the payment system, in accordance with the applicable laws, to perform the obligations prescribed by the laws, to execute and protect its lawful rights and interest, for any



other purpose expressly provided for in these General Terms and Conditions and for statistical purposes.

Personal data are collected, stored and processed solely for the purposes of the service provided as described in these General Terms and Conditions in accordance with the applicable provisions of the current legislation and on the basis of point (b) of Article 6(1) of Regulation 2016/679 of the European Parliament and of the Council (GDPR).

The Operator shall process data about the registered cards in a format satisfying the security requirements of the International Card Organizations.

The Operator shall take due care and shall be responsible for the protection of User's information obtained during or in connection with the provision of services, except in the cases of force majeure, accidental event or misuse by any third party. This restriction shall not be applied if the User or any party controlled by the User has performed malicious actions as defined by these General Terms and Conditions or has violated any right or lawful interest of any third party. In such case the Operator shall be entitled to provide information about the User to the relevant competent governmental authorities pursuant to the applicable laws.

The information under Par. 1 of this Art., provided by the User upon his/her Mobi-B registration as well as any other information the User enters, uses or provides while applying for or using the services, is provided by the User in good faith and free will.

The Operator shall not require and store any PIN codes for registered payment cards of the User.

The Operator is entitled to provide information about the transactions performed through Mobi-B to the payment service provider which has issued the card.

The Operator shall not disclose any information about the User and shall not provide the information collected to any third party - governmental authorities, commercial companies, individuals, etc., unless when:

- the Operator has obtained the express consent of the User upon registration or later on;
- the information has been required by government bodies or officials that according to the applicable laws are authorized to require and collect such information, subject to the legally established procedures;
- in any other cases defined by the laws.

The User, in his/her capacity as a personal data subject, has the following rights:

- to require the Operator to correct or restrict the processing of his/her personal data or to object to the processing of such data;
- to require the Operator to delete without undue delay his/her personal data, which will be performed if the conditions of Article 17 of Regulation 2016/679 of the European Parliament and of the Council apply;
- to receive his/her personal data from the Operator upon request;



- to ask for personal data portability, which will be performed if applicable, in accordance with Article 20 of Regulation 2016/679 of the European Parliament and of the Council;
- to be notified of corrections, deletions, or limitations in the processing of their personal data initiated by the Operator, upon express request;
- to submit a complaint to the supervisory authority – the Commission for Personal Data Protection, regarding the personal data he/she has provided to the Operator;
- to submit a request for the execution of his/her rights to the Operator in writing – either in paper form or by e-mail, using the following points of contact:
 - Postal address: 41 Tsar Boris III Blvd., 1612 Sofia;
 - E-mail: office@borica.bg

In this case, the User should undoubtedly certify to the Operator his identity and prove the possession of the respective identifier.

For assistance on personal data protection issues and in general for Regulation 2016/679 of the European Parliament and the Council, the User may contact the Operator's Data Protection Officer:

- Name: Ivan Lazarov
- E-mail: DPO@borica.bg

Purposes for Which the Information Can Be Used, and its Storage and Processing Period

Art. 25.

The Operator shall collect and use the information under Art. 24 for the purposes set out in these General Terms and Conditions and for statistical purposes.

The Operator shall store the personal data of the Users for a period of 5 years after termination of the registration of the respective User. The five-year period begins to run from January 1 of the year following the year in which the User's registration is terminated.

By accepting these General Terms and Conditions the User declares that he is acquainted with the terms of processing of his/her personal data.

Effect of the Agreement

Termination

Art. 26.

Except the cases of termination of the User's registration as provided by these General Terms and Conditions, the agreement between the Parties shall be terminated in case of occurrence of any of the following circumstances:



- termination of the business of the Operator or termination of the service support;
- mutual consent of the parties;
- any other cases prescribed by the law.

The User is entitled at any time at his/her own discretion to stop using the Service provided by the Operator.

Upon termination of the agreement the Operator shall deactivate the User's registration.

Written Form

Art. 27.

Written form will be considered executed by sending a message to a mobile phone (SMS), to electronic mail (e-mail), by confirming the receipt of a digital document, pressing a digital button on a page with fillable content or content selectable by the User or checking a checkbox in Mobi-B and other similar applications, insofar as the statement is technically written so as to be able to be reproduced.

Invalidity

Art. 28.

The Parties hereby declare that if any of the clauses of these General Terms and Conditions is found invalid, this shall not render invalid the entire agreement, any other clauses or parts thereof. The invalid clause shall be replaced by the imperative legal provisions or the established practice.

Applicable Law

Art. 29.

Any matters not expressly referred to in these General Terms and Conditions shall be governed by the provisions of the applicable laws of the Republic of Bulgaria.