

GENERAL TERMS AND CONDITIONS
TO THE CONTRACT FOR SERVICING PAYMENTS WITH PAYMENT CARDS THROUGH A POS TERMINAL

I. BANK INFORMATION

Art. 1 KBC Bank Bulgaria EAD (hereinafter referred to as the Bank) is a commercial company entered into the Commercial Register at the Registry Agency under UIC 831558413 with seat and registered address at: Sofia, 1407, Lozenets District, Expo 2000, 55 Nikola Vaptsarov Blvd.

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1. GENERAL PROVISIONS

Art. 2 These General Terms and Conditions (GTC) concern the settlement of the relations between the Bank and a legal entity (hereinafter referred to as "Merchant") in connection with the acceptance by the Merchant of payments for goods and/or services with payment cards through a physical, virtual POS and/or DigiPOS. These GTC, as well as a) the Request for Servicing Payments with Payment Cards through POS Terminal; b) the Request for Change in the Contract for Servicing Payments with Payment Cards through POS Terminal, c) the Instruction for Servicing Payments with Payment Cards, d) the Instruction for Operating without Physical Presence of Cards, e) the Instruction for Accepting Payments with Dynamic Currency Conversion, f) Instruction for DigiPOS/tapXphone mobile applications are an integral part of the Contract for Servicing Payments with Payment Cards through a POS Terminal (the "Contract").

Art. 3 For the purposes of these GTC, the terms below shall have the following meaning:

Authorization – a process in which, at the time of executing the card transaction, the possibility of its approval by the issuing bank is being checked. The request for authorization is approved or rejected after checking a data set: availability of a sufficient amount on the account, validity of the card, validity of the PIN, if PIN is required, etc.

Physical POS terminal – stationary or mobile electronic physical device, installed in retail establishments for accepting payments with national and international payment cards in the presence of a cardholder.

Virtual POS terminal – logically defined POS for remote payments with national and international payment cards.

DigiPOS – service, which allows accepting payments with payment cards in the presence of a cardholder. The service is realized through DigiPOS and tapxphone mobile applications, which are being installed on a mobile device.

DigiPOS mobile application – mobile application with marketing purpose, which initiates downloading tapxphone application.

TapXphone mobile application – licensed mobile application, which is being installed on a mobile device for accepting payments with national and international payment cards in a presence of a cardholder.

Merchant – client of the Bank who carries out commercial activities and is a legal entity, sole trader or a registered freelancer.

Client/Cardholder – a person who has been issued a payment card.

Payment card – a credit or debit card intended for cashless payment of goods/services.

Transaction – an operation using a payment card, such as payment, withdrawal, balance check, etc.

International Card Organization (ICO) – a company that organizes and manages an international card payment system, with which the Bank has a contract for acceptance of payments with payment cards bearing its logo (Visa, Mastercard and Diners).

National Card Scheme (NCS) – a company that organizes and manages a for card payment system at a national level, with which the Bank has concluded a contract for acceptance of payments with payment cards.

PCI DSS – Payment Card Industry Data Security Standard – a patented standard for protection of information of ICO: Visa, Mastercard, American Express and JCB.

Contactless payment – payment by bringing a payment card closer to the POS device, the card and the POS having a contactless antenna and functionality.

Illegal transaction – a transaction deliberately (intentionally) made with a card or card data illegally acquired (lost, stolen, obtained on the basis of false documents, etc.), as well as with a fake or forged card, or with misappropriated card data. Such a transaction is made without the knowledge and consent of the actual cardholder and without his/her permission, the latter refusing to recognize the costs associated with the card.

Contested payment – a procedure for full or partial refund of a certain amount, paid by a card transaction.

Art. 4 The merchant has the opportunity to accept payments for goods and/or services with all payment cards of the trademarks Visa, Mastercard, Bcard, Transcard, Diners, Discover, issued by financial institutions in Bulgaria and abroad, financial institutions in accordance with the requirements of the Instruction for Servicing Payments with Payment Cards.

Art. 5 Through a physical POS terminal the Merchant may use the following additional services:

- Purchase and cash – cash back (Cash back);
- Purchase with points under a loyalty program;
- Dynamic currency conversion;
- Deferred payment in equal monthly instalments (after additionally specifying the conditions and the possible number of instalments with the Bank).

Art. 6 Through a visual POS terminal, the Merchant may use the following additional services:

- Reversal, refund;
- Storing card data for subsequent payment (Cards on File);
- Payment by sending a link (Pay by Link); Preauthorization.

Art. 7 Through DigiPOS the Merchant may use the following additional services:

- Reversal, refund;

II. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

1. GENERAL RIGHTS AND OBLIGATIONS OF THE MERCHANT

Art. 8 The Merchant undertakes:

1. To provide and present the permissions and approvals needed by the state authorities upon request of the Bank and to obtain the rights (licenses) needed by third parties for the lawful implementation of its activities in connection with which it accepts payments with payment cards through a POS.
2. Not to offer and not to sell anything without the respective permission (license) or approval when required for the activity carried out:
 - Goods/services for which the Merchant should have a valid document delegating sales rights;
 - Goods/services having a mark that is identical or similar to a trademark, which is an intellectual property and enjoying special protection;
 - Goods/services whose packaging or advertising presents them in a way that does not correspond to their actual qualities or associates them with a well-known brand, which may mislead consumers.
3. Not to accept payments under this Contract in connection with the purchase or trade in any form of child pornography and/or photographs, video images, computer-generated images, animations, media simulations, and activities involving brutality, sexual harassment, unauthorised misrepresentation of a person or parts of the body.
4. To accept payments with payment cards through POS only for goods and services related to the type of commercial activity, indicated by them in the Request, and for which a POS terminal has been installed.
5. To open and maintain a current account with the Bank through which the payments between the two parties to be carried out on the basis of payment card transactions.
6. To indicate the acceptance of payments with payment cards by means of advertising materials (stickers, signboards, etc.).
7. To accept payments with payment cards under the same conditions as cash payments, and not to include in the price of the goods or services additional fees or commissions, related to the use of a payment card or a POS terminal device, as well as not to place before cardholders any minimum amount requirements for the purchase of goods or services.
8. To inform cardholders clearly and unambiguously in case it decides not to accept all cards by providing information on a place readily visible at the entrance of the commercial premises and at the cash desk.
9. Not to accept payments with a payment card for the purpose of collecting receivables on existing debt.
10. Not to accept payments with a payment card for repaying previous liabilities, arising from the use of the card.
11. Not to require and/or use the number of the payment card for purposes other than payment of goods and services, offered by it.

12. Not to pay in cash to the cardholder, except in the cases of providing the Cash back service or carrying out licensed currency exchange activities.
13. To appoint employees who will work with the POS terminal device after being instructed by the Bank.

Art. 9 The Merchant shall be entitled:

1. To advertise the acceptance of payment cards in its publications and statements in the media.
2. To receive competent information in case of questions and problems related to the processing of payments with payment cards on the round-the-clock telephone of the Contact Centres of the Bank.
3. To receive information on a daily basis in an e-mail, provided in the Request, on accounted payments made with cards to its amounts, as well as information on all payments in its retail establishments. The specific amount of the applied interbank transaction fees, service fees and card scheme fees (as a component of the contract commission) is reflected in the statement of the Merchant, which is received on the electronic channel agreed on a daily basis. The interbank fees for individuals' cards issued on the territory of the EU, which are within the scope of Regulation (EU) 2015/751, are available on the BANK's website for the segments "Small and Medium Enterprises" and "Corporate Clients", "POS Terminals" part of "Products and Services" section, "Cards and Terminals" sub-section. The cards of other card schemes, cards of legal entities, as well as cards, issued outside the territory of the EU, have unregulated interbank fees.

Art. 10 The Merchant gives its unconditional and irrevocable consent and authorises the Bank to collect ex officio from all accounts of the Merchant with the Bank the amounts due, related to contract fees and commissions, expenses, repairs of the POS, losses, fines, penalties, transaction amounts, for which the payment card has been used illegally, amounts of contested transactions that have ended unfavourably for the Merchant, amounts of pre-authorisations that have ended in violation to Art. 104, and/or other amounts due arising from the Contract and the GTC.

Art. 11 The Merchant undertakes to provide funds on its current account for deduction by the Bank of the monthly fees due, as well as all amounts due, related to the use of the POS, fines and other sanctions imposed on the Bank in connection with any violations of the Merchant regarding the terms and conditions in the Contract and these GTC, amounts due for completed and lost procedures on contested transactions.

Art. 12 Payments in favour of the Merchant shall be made within 1 working day following the date of receipt of the information about the transactions processed in the Bank.

Art. 13 The Bank shall not be liable for payments delayed due to technical failures, which are beyond its control.

Art. 14 The Merchant shall not be entitled to make any payments through the POS terminals provided with payment cards, issued on its behalf.

Art. 15 The commissions for transactions and other fees, provided for in the Contract, shall be deducted by the Bank from the current account of the Merchant with the Bank, indicated in the Request.

2. GENERAL RIGHTS AND OBLIGATIONS OF THE BANK

Art. 16 The Bank undertakes to credit daily the current account of the Merchant with the total amount of the payments made in its favour with payment cards, which have been carried out in accordance with the Instruction for Servicing Payments with Payment Cards and the Instruction for Operating without Physical Presence of Cards, by deducting the commission under Art. 15.

Art. 17 In cases where the use of a POS contradicts the procedures, the requirement of ICO and NCS, in case of suspicion of illegal transactions and abuses by the Merchant or in case of violation by the Merchant of the Contract and the GTC, the Bank shall be entitled to temporary block the POS in its systems or to limit certain types of operations and/or additional services and/or payments with a specific card, for which it shall inform the Merchant in writing.

Art. 18 The unblocking of the POS in the systems of the Bank and the removal of the restrictions for carrying out a certain type of operations and/or additional services and/or payments with a specific card shall be made after the conditions, which have led to the blocking/restriction, are no longer present.

Art. 19 The Bank undertakes to duly notify the Merchant of any action taken against the Merchant, as well as of the completion of any dispute procedures, the release of the blocked amounts or of their deduction from its account.

Art. 20 The Bank undertakes to update in due time the Instruction for Servicing Payments with Payment Cards in accordance with any change in the technology for servicing by Borica, Visa and Mastercard, and to notify the Merchant thereof.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES RELATED TO A PHYSICAL POS TERMINAL

1. RIGHTS AND OBLIGATIONS OF THE MERCHANT

Art. 21 The Merchant shall be entitled to free training on working with a POS terminal during its installation.

Art. 22 The Merchant undertakes:

1. Not to rent or lease the physical POS terminal.
2. Not to move the POS device to another address without notifying the Bank in writing.
3. To take care of the POS terminal provided and upon termination of the Contract to return it to the Bank in good condition in accordance with the normal depreciation for the period of operation.
4. To comply with the technical requirements for operation of the POS terminal, and to immediately notify the Bank of any technical malfunctions.

Art. 23 All costs for repair of the electronic POS terminal due to improper operation or careless storage, or in case of theft of the electronic POS terminal, shall be at the expense of the Merchant and shall be debited from its account after determining their amount. The amount of the damage shall be determined by competent persons making delivery or servicing of the equipment.

Art. 24 The current costs for the consumables of the POS device shall be at the expense of the Merchant.

Art. 25 The Merchant undertakes:

1. To follow the Instruction for Servicing Payments with Payment Cards, as well as to acquaint all its employees operating with the POS device and accepting payments with payment cards with it, and to ensure the compliance of the employees with the GTC.
2. To include in one transaction the payment of all goods and services purchased by the cardholder.
3. When the value of the purchase exceeds the account balance, the cardholder may make a partial payment with their card and pay the rest in cash.
4. To make efforts to retain illegally used payment cards, as well as to take the actions provided for in the Instruction for Servicing Payments with Payment Cards, attached to the Contract.
5. Not to reproduce, distribute and to keep secret the information received by the Bank and the cardholder and related to the use of the payment cards.
6. To keep a copy of each document from a POS terminal for a period of 24 months following the date of each transaction and to provide them to the Bank within three-day period following the date of their request. The Merchant shall bear responsibility as to the security of all documentation and information, related to the transactions. In case of failure to provide a document, certifying the legal execution of the transaction,

the Merchant gives its unconditional consent for the Bank not to credit/debit its account with the amount of the transaction.

7. To notify the Bank of its intentions for significant changes in the nature of the activity, which is serviced through the POS terminal device, within a period of one month, or of the closure of the retail establishment, servicing card payments.

Art. 26 The Merchant shall be liable for errors in accepting payments with payment cards as a result of negligence or carelessness by the employees authorised by the Merchant, as well as for damages from loss, destruction, theft, forgery or illegal use of a card, which are caused because of them.

2. RIGHTS AND OBLIGATIONS OF THE BANK

Art. 27 The Bank undertakes to provide to the Merchant:

1. POS terminal(s), owned by the Bank, for accepting payments with payment cards. The devices shall be provided to the Merchant with a protocol of delivery and acceptance.
2. Instruction for Servicing Payments with Payment Cards.
3. Distinctive signs and advertising materials, showing clearly that payments with the respective payment cards are accepted in the retail establishment.
4. Daily written notification (statement) for the payments made with payment cards in the sites of the Merchant, containing a reference number, amount of the payment operation and the amount of the fees via an electronic channel, agreed with the Merchant in advance.

Art. 28 The Bank undertakes:

1. To install POS terminal(s) in the retail establishment of the Merchant at its own expense.
2. To train the employees of the Merchant to work with the terminals installed.
3. To organize the servicing of the terminal devices.

Art. 29 The Bank shall be entitled:

1. To correct ex officio incorrectly accounted transactions by debiting/crediting the account for which the Merchant gives its irrevocable consent by signing the Contract.
2. Not to accept documents for sale, which have not been submitted in accordance with the conditions under the Contract and the Instruction for Servicing Payments with Payment Cards attached thereto.
3. Not to credit the account of the Merchant under Art. 16 in case of non-compliance with any of the terms and conditions of the Contract and the GTC, and to notify the Merchant in writing of the reasons within 5 working days following the date of receipt of the information about the cards processed at the Bank.
4. To block ex officio all transactions amounts in the account of the Merchant, which amounts have been transferred in contravention of any of the clauses of the Contract, the GTC and the Instruction for Servicing Payments with Payment Cards, amounts of contested transactions, as well as to temporary block any POS terminals, provided to the Merchant. The blocking should be removed by a decision of the Bank upon completion of an investigation by the Bank.
5. To refuse payment in case of non-compliance with any of the conditions in the GTC by the Merchant.
6. To debit the account of the Merchant with the amount of authorised and already credited payments, which were subsequently cancelled by the Merchant.
7. To replace the POS with new modifications when this is done for the purpose of development or protection of the system.

IV. SPECIFIC RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN USING ADDITIONAL SERVICES PROVIDED THROUGH A PHYSICAL POS

1. PURCHASE AND CASH – CASH BACK

Art. 30 This service is available only for cards of Bcard, Visa and Mastercard issued by financial institutions in Bulgaria for which the issuers have authorised such functionality.

Art. 31 Through a cash back transaction, the Merchant accepts payment with a payment card of goods/services and at the same time provides the client with cash up to the amount determined by the Bank. The maximum amount in cash shall be limited to fifty (50) BGN. For cards with the Bcard logo, the limit shall be up to one hundred (100.--) BGN.

1.1. OBLIGATIONS OF THE BANK

Art. 32 The Bank undertakes to provide the Merchant with an opportunity to offer to its clients the Purchase and Cash service through the installed physical POS terminals.

Art. 33 The Bank undertakes to credit the account of the Merchant separately with the purchase amount and with the amount paid by the Merchant to the cardholder in cash for cash back transactions.

Art. 34 The Bank shall not deduct a commission from the amount paid to the cardholder by the Merchant when the amount is part of the Purchase and Cash service.

Art. 35 The Bank undertakes to ensure that the following information is printed on the receipt in case of a cash back purchase:

- Purchase amount;
- Amount of the cash received by the Cardholder;
- Total amount.

1.2. OBLIGATIONS OF THE MERCHANT

Art. 36 The Merchant undertakes to indicate the offering of the Purchase and Cash service when using Bcard, Visa or Mastercard payment cards issued by Bulgarian institutions by means of advertising materials, which are provided to the Merchant by the Bank.

Art. 37 The Merchant undertakes to pay an amount of up to 50 BGN in cash when a purchase is made in a retail establishment with Visa or Mastercard payment card issued by a Bulgarian financial institution at the request of the cardholder. For Bcard cards the limit shall be up to one hundred (100,--) BGN.

Art. 38 For providing the Purchase and Cash service, the Merchant shall enter in the respective places on the POS screen the purchase amount and the amount that will be provided in cash to the cardholder, then, the Merchant shall read the payment card through the POS terminal.

Art. 39 The Merchant shall not owe fees and commissions on the amount paid in cash, but only on the purchase amount.

2. DYNAMIC CURRENCY CONVERSION (DCC)

Art. 40 The service shall allow the automatic processing of the transaction (purchase) through a physical POS terminal in the currency in which the card was issued.

Art. 41 The service shall be offered only for transactions with Visa and Mastercard cards.

Art. 42 By default the currency in which the transactions are carried out is Bulgarian lev (BGN).

Art. 43 The dynamic currency conversion option at the time of payment in the currency in which the card was issued shall be available for payment cards issued in the euro area Member States, which have adopted the euro as their official currency, as well as for the currencies of the following other countries:

- United Kingdom of Great Britain
- Russian Federation
- USA
- Ukraine
- Republic of Turkey
- Republic of Poland
- Czech Republic
- Romania
- Republic of Northern Macedonia
- Republic of Serbia
- Kingdom of Norway

2.1. OBLIGATIONS OF THE BANK

Art. 44 The Bank shall ensure the automatic recognition by the POS terminal of the payment card used as suitable for offering Dynamic Currency Conversion and shall provide information on the screen of the POS terminal/PIN pad about the amount in BGN, the amount in the currency of the card and the applicable exchange rate.

Art. 45 The Bank undertakes to ensure that the following information is printed on the POS receipt for payments made with Dynamic Currency Conversion:

- The value of the purchase in BGN;
- The value of the purchase in the currency of the card;
- Information about the applicable exchange rate.

Art. 46 For transactions with Dynamic Currency Conversion, the Bank shall reduce the amount of the commissions under the Contract for the respective card type with amount agreed in the Contract.

Art. 47 The Bank shall ensure and provide to the Merchant the instructions, materials and training of the personnel needed for the execution of transactions with Dynamic Currency Conversion at the establishments of the Merchant.

2.2 OBLIGATIONS OF THE MERCHANT

Art. 48 To clearly indicate on a visible place in the retail establishment the availability of the Dynamic Currency Conversion service at the time of sale, and for this purpose to use advertising materials provided by the Bank in advance.

Art. 49 To provide the cardholder with all the information about the service offered before the transaction.

Art. 50 To provide a choice whether to apply the Dynamic Currency Conversion service at the time of sale on the POS entirely to the holder of the payment card, making the payment, for each separate transaction.

Art. 51 To proceed with a Dynamic Currency Transaction at the time of sale only with the clear and explicit wish of the cardholder.

Art. 52 In case of transactions without the presence of the card (Key Entry), the informed choice of the cardholder is made by including information about the Dynamic Currency Conversion (amount in BGN, amount in the foreign currency of the country, issuing the card, exchange rate and declaration of informed consent) and a field for accepting/rejecting the service in the form for guaranteeing the reservation, which the cardholder is to return signed and scanned by e-mail or fax.

3. DEFERRED PAYMENT IN EQUATED MONTHLY INSTALMENTS

Art. 53 The bank undertakes to provide at its own expense an opportunity for deferred payment in equated monthly instalments.

Art. 54 The service shall be allowed for credit cards issued by the Bank.

Art. 55 The payment may be deferred in equated monthly instalments for 3, 6, 9, 12 or 24 months.

Art. 56 For using the Deferred Payment in Equated Monthly Instalments service, the client shall pay to the Bank a one-time initial fee according to the tariff of the Bank, unless otherwise agreed with the Merchant.

Art. 57 In order to provide this service, the Merchant must select FEES from the menu of the POS terminal, enter the transaction amount and indicate the number of months chosen by the cardholder for deferring the payment, then, read the payment card through the POS terminal.

Art. 58 The Bank shall insure that the total payment amount and the text "The transaction is deferred in XX monthly instalments" are printed on the receipt from the POS, where "XX" is the period for which the payment has been deferred.

Art. 59 The Merchant may indicate specific goods/services or minimum purchase amount, for which deferred payment shall be offered without rise in cost, including for a certain period of time.

Art. 60 The Merchant undertakes to clearly indicate the goods and services for which deferred payment shall be offered.

4. LOYALTY PROGRAM. PURCHASE THROUGH POINTS.

Art. 61 The Bank's Loyalty Program is a program for mutual partnership between the Bank and the Merchants aimed at increasing the turnover of the participating retail establishments and further promoting the use of POS terminal devices for cardholders with cards issued by the Bank.

Art. 62 Within the Bank's loyalty program, the cardholders of the Bank shall have the opportunity to receive loyalty points when making purchases in retail establishments, at terminals owned by the Bank. The accumulated loyalty points shall be available to the cardholders for payment of goods and services on a physical POS terminal from the Bank's network.

Art. 63 The use of the points shall take place at the time of the purchase at the request of the cardholder, as they must notify the seller before making the payment of their desire to pay for the goods/services with points.

Art. 64 When purchasing goods and services with points, the cardholder may choose to use all or part of the available amount. If the full value of the purchase cannot be paid, the rest may be paid with a standard transaction.

Art. 65 PURCHASE WITH POINTS is to be selected from the menu of the POS terminal and then the transaction proceeds in the same way as the standard purchase – the transaction amount is entered in BGN and authorization is required. When checking the cash available on the cardholder's card, the transaction amount is calculated in points at an exchange rate of 1:100 (1 BGN equals 100 points).

Art. 66 The Bank shall credit the account of the Merchant with the BGN equivalent of the loyalty points used for purchases.

Art. 67 The Bank's trading partners, where loyalty points are utilized, must place the advertising materials provided to them by the Bank for participation in the loyalty program of KBC Bank Bulgaria EAD on a visible place in the retail establishments.

Art. 68 The Merchant undertakes to treat the sales with a simple card transaction and with loyalty points in the same way.

Art. 69 It is possible for the Merchant also to participate in the Bank's loyalty program by providing cardholders with cards issued by KBC Bank Bulgaria EAD, additional (extra) loyalty points for purchases of goods/services on a physical POS terminal installed at the site of the Merchant.

Art. 70 Extra loyalty points from the Merchant within the loyalty program of the Bank shall be received by the clients in addition to the loyalty points, which the clients receive from the Bank. The value of the extra points shall be paid by the Merchant, and the price of one point shall be 0.01 BGN.

Art. 71 Additional loyalty points may be provided by the Merchant as a campaign – for a certain fixed period, on a certain occasion or in another way agreed with the Merchant. Additional loyalty points can be offered for all cards issued by the Bank, for certain card product(s) or for certain card(s), as agreed with the Merchant. For example: communication to the clients: "Pay with a KBC Bank Bulgaria EAD credit card in store X in month Y and you will receive a 5% discount" -> agreement between Merchant X and the Bank: for each KBC Bank Bulgaria EAD credit card transaction in month Y the client will be given 5 extra loyalty points for 1 BGN transaction; the value of the extra points – 5% of the transaction (x BGN multiplied by 5 (extra points) multiplied by 0.01 BGN) is paid by the Merchant in the form of a commission for the respective transactions that fall within the scope of the campaign.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES RELATED TO A VIRTUAL POS TERMINAL

1. RIGHTS AND OBLIGATIONS OF THE MERCHANT

Art. 72 The Merchant undertakes to accept payments in accordance with the Electronic Commerce Act.

Art. 73 The Merchant undertakes to regularly apply the latest recommended software security updates on the servers, providing access to the site of the Merchant.

Art. 74 The Merchant shall not be entitled to request on its site and to storage data for payment cards (number, validity, CVC/CVV). This data is entered by the client in the module of the Bank.

Art. 75 The Merchant undertakes to make the adjustments to its website needed for the implementation of the information connection with the MPI module located on a server of the Bank in compliance with the technical specification provided by the Bank.

Art. 76 The Merchant undertakes to provide a mechanism for traceability of all consumers' actions in the process of purchasing goods/services.

Art. 77 The Merchant undertakes to announce on its website in a clear and unambiguous way:

- Its company, which provides the goods/services through the website;
- Permanent address of the Merchant;
- Licence or registration certificate, if the activity of the Merchant is subject to licensing or registration regime;
- The goods/services that it offers, as well as the currency in which the sale price of the goods/services has been announced;
- Whether the price includes taxes, fees, courier services and expenses that form the final price, as well as whether additional payment is due by the client upon delivery of the goods/services or thereafter;
- Restrictions in the sale/acceptance via virtual POS of payments for certain goods and services, legally restricted or by ICO and/or restrictions in the service of certain client categories due to age or by virtue of legal provisions;
- Privacy policy;
- The practice of the Merchant concerning the delivery of the goods/services and the fees, which are paid for it;
- Additional fees for insurance, subscription support, etc.;
- Easy and accessible policy for customer complaints and exercising the right to withdrawal from the contract for purchase and sale of the respective goods within the statutory period; return/replacement and reimbursement of the price paid, as well as who is to pay the transport costs for return/replacement of the goods;
- Delivery delay policy; dispute settlement procedure; telephone and e-mail address of the clients to be used for dispute settlement;
- Prohibitions related to the export of goods;
- Restrictions imposed by the local legislation;
- General terms and conditions related to the sale of goods/services on the site, made visible on the page where the total amount of the purchase has been announced, immediately before payment by the

cardholder, and made accessible on all pages accompanying the process of selecting goods/services by the cardholder before payment;

- The cardholder must be given the opportunity (for example by a button, check box or other means) to confirm on the website before proceeding to payment for the goods/services that they accept the General Terms and Conditions and the Conditions for Return/Replacement of Goods and Withdrawal from the Contract for its Purchase, as well as they are aware of the information regarding the processing of personal data of individuals.

Art. 78 The above circumstances must be announced in such a way that they can be visible to the clients before requesting a transaction.

Art. 79 The Merchant undertakes to indicate on its website in an unambiguous way its responsibility for the execution of the contract with the client for the type, quantity, quality of the goods/services that are subject matter of the transaction, and the related services, as well as for settling disputes.

Art. 80 The Merchant undertakes to provide access to an authorised employee of the Bank to the information in logs and data bases in order to investigate the circumstances related to an information security incident.

Art. 81 The Merchant undertakes to register each successful payment of a set of services with a unique reference, and in case of contestation by the cardholder, to provide documentation, including electronic, for the transaction, as well as for the actual delivery of the goods/service, including the access to the information related to this unique reference.

Art. 82 The Merchant undertakes to keep records of the transactions (the documents are described in the Instruction for Servicing Payments with Payment Cards) for a period of 24 months following the date of the order and to provide them to the Bank in three (3)-day period following the date of the request. The Merchant shall be responsible for the security of all documentation and information related to the transactions. In case of non-submission of documents certifying the lawful execution of the transaction, the Merchant shall provide its unconditional consent for the Bank not to credit/debit its account with the value of the transaction.

Art. 83 To notify the Bank within one month before the entry into force of amendments in its website, address, subject matter and nature of the activity, as well as for any change that is subject to entry into the Commercial Register.

Art. 84 The Merchant shall be entitled to receive statements of the status of the transaction through the Administrative Panel of the Merchant.

Art. 85 If the Merchant's activity falls within the scope of the activities liable to registration, according to the ICO's Registration program, the Merchant agrees the relevant registration to be performed by the Bank. For the registration's purposes under the previous sentence the Bank has the right to process and analyse the payment information from and to the Merchant.

Art. 86 Independently of art. 85, in case that the Merchant's activity is carried out only by distance contracts via electronic store/platform under the Consumer protection law or the Merchant's activity is carried out by distance contracts via electronic store/platform and through physical POS also, which are not operated by KBC Bank Bulgaria EAD, the Merchant agrees to be registered by the Bank in ICO's Registration program.

Art. 87 Regarding the registration under art. 85 and art. 86, the Merchant owes yearly fee to the relevant ICO. The Merchant shall be informed by the Bank for the fee amount and for every change in the amount. The Merchant provides the required funds related to the payment of the fee and gives its unconditional and irrevocable consent the Bank to collect the amount necessary for the payment of the fee from each of his accounts.

2. RIGHTS AND OBLIGATIONS OF THE BANK

Art. 88 The Bank undertakes to provide the Merchant with a technical specification for a virtual POS and an opportunity for the Merchant to carry out all tests of the information connection with the MPI module that are provided for.

Art. 89 The Bank undertakes to promptly update the specification of the interface connection in accordance with any change in the servicing technology by ICO and NCS and to notify the Merchant in writing.

Art. 90 In connection with the use of the virtual POS, the Bank shall provide to the Merchant access to the Administrative Panel through which the Merchant may monitor the status of transactions, partially or fully return the amount of transaction made through the virtual POS, etc.

Art. 91 For each Merchant, the Bank undertakes to ensure and provide to the Merchant's representative an individual username and password, which the Merchant undertakes to change upon its first entry in the Administrative Panel.

Art. 92 The Merchant shall assume full responsibility for damages suffered from operations ordered through the Administrative Panel in case the Merchant has provided the username and password for access to the Administrative Panel to another person.

VI. SPECIFIC RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN USING ADDITIONAL SERVICES PROVIDED THROUGH A VIRTUAL POS

1. REFUND OF ALL OR PART OF THE AMOUNT PAID (REVERSAL, REFUND)

Art. 93 Through the Administrative Panel the Merchant may order partial (refund) or full reimbursement (reversal) of the amount paid by the cardholder for a purchase paid with a payment card and the cardholder has exercised his/her right to return all or part to the Merchant's goods/services or for any other reason requiring the return of amounts to the cardholder for goods/services paid through the website of the Merchant.

Art. 94 The Merchant shall order the return of the amount through the Administrative Panel by selecting the transaction and entering the amount that must be returned to the cardholder.

Art. 95 The amount must be reimbursed through the payment card with which the initial payment for the goods/services has been made.

2. STORAGE OF THE PAYMENT CARD DATA FOR SUBSEQUENT PAYMENT

Art. 96 The service shall provide to merchants an opportunity to offer cardholders to keep their cards for later, incl. periodic, payments and for this purpose a digital analogue (token) of the payment cards shall be created. Merchants shall store this digital analogue (token) in a secure manner and may initiate transactions with it. If the cardholder explicitly wishes to save the card and generate a token, a transaction shall be performed with in-depth identification in accordance with the requirements of PSD2, and for each subsequent payment, the token associated with the respective card shall be used. The Merchant shall not have any access to or store any sensitive data related to a card instrument.

3. PAYMENT THROUGH A LINK

Art. 97 The Bank shall provide an opportunity to the Merchant to accept distance payment of goods/services through a virtual POS terminal, incl. without the need for a website and integration with the payment platform.

Art. 98 The Merchant may use the service as part of the standard functionalities of the service or through access to the Administrative Panel provided for this purpose by the Bank. Through the Administrative Panel, the Merchant shall generate a Payment Link, which it shall send to the client via a communication channel agreed between the parties, various communication channels being possible – e-mail, SMS, Viber, etc. Through the link, the client may access the payment station of the Bank, where he/she may make a payment with in-depth identification according

to PSD2 for the desired goods/services. The transaction shall take place entirely in a secure environment of the Bank in accordance with all security standards.

Art. 99 If it is the wish of the Merchant, it shall be possible to integrate this functionality with the system of the Merchant.

Art. 100 The Merchant may monitor the online status of the transaction/authorisation.

Art. 101 The account of the Merchant shall be credited with the transaction amount according to the terms and conditions agreed with the Bank.

4. RE-AUTHORISATION

Art. 102 This service shall give an opportunity to block the amount for the purchase of goods/services on the account of the cardholder and at the end of the re-authorization to receive the same on the account of the Merchant. If the cardholder cancels the goods/ services, the Merchant may complete the re-authorization for the entire amount, for an amount equal to the penalty provided in the contract between the Merchant and the client or release the entire amount to the cardholder's account.

Art. 103 The completion of the re-authorization shall be performed by the Merchant through an Administrative Panel provided by the Bank. If it is the wish of the Merchant, it shall be possible to integrate this functionality with the system of the Merchant.

Art. 104 The Merchant undertakes to complete the re-authorization for an amount equal to or less than the re-authorized amount.

VII. CONTESTING THE TRANSACTION MADE THROUGH A POS, A VIRTUAL POS TERMINAL OR DIGIPOS

Art. 105 The Merchant shall be entitled:

1. To contest any payment that is not credited by the Bank within fourteen (14)-day period following the date of the transaction. The Merchant shall attach a copy of the document certifying the payment through a POS terminal device and a receipt. The Bank undertakes to carry out a timely inspection and to credit the account of the Merchant in case that the authorisation and the payment were proven in an indisputable manner.
2. To receive professional assistance in order to protect its interests in procedures for contesting payments.

Art. 106 The Merchant shall provide its unconditional and irrevocable consent for the Bank to block for 120 days any amounts on its accounts in case of doubt or receipt of information from the issuing bank for illegal transactions or contestation by cardholders of transactions made in its retail establishments or on its website until the final settlement of the disputes, as well as to debit the accounts with the blocked amounts, if the dispute procedure ends unfavourably for the Merchant, including for transactions made through POS, for which the contestations were received after termination of the Contract. The period of 120 days shall start on the date on which the Merchant had to provide the cardholder with the paid goods/services.

Art. 107 The Bank undertakes to immediately notify the Merchant of the actions taken under Art. 106.

Art. 108 In case of a contested payment procedure:

1. The Bank shall not be a party in the legal relations between the Merchant and the cardholder. It shall not be liable in case of payments contested between the Merchant and the cardholder regarding the transactions processed for payments of goods and services through the use of payment cards.
2. The Bank shall not be liable for contestations related to the terms of delivery and quality of the goods, as well as in cases where the transaction turns out to be null or void for any reason, or the Merchant has been credited or has tried to be credited in connection with a fictitious payment, has deceived or has tried

to deceive the Bank, respectively has been deceived for reasons beyond the control of the Bank regardless of the manner. In these cases, the risk and the responsibility shall be born directly by the Merchant.

3. In case of contesting payments with Visa or Mastercard payment cards, which is a result of non-compliance with the Instruction for Servicing Payments with Payment Cards and the Instruction for Operating without Physical Presence of Cards, or non-compliance with the clauses of Art. 104 by the Merchant, the latter shall be liable up to the amount of the contested amounts, including the sanctions imposed by Visa and Mastercard.
4. The Bank undertakes to notify the Merchant of any receipt of a contested payment. Until the validity of the contestation is established in accordance with the rules of the international card organizations, the Bank, on the basis of Art. 106, ex officio shall block the accounts of the Merchant up to the full amount of the amounts quoted in the documents concerning the contested payments for which the Merchant agrees unconditionally.
5. The Merchant undertakes to provide documents, including electronic ones, within 3 working days following the notification, proving the execution of the transaction, as well as the actual delivery of the goods or the provision of the service. In case of non-submission of a document certifying the lawful execution of the transaction, the Merchant shall provide its unconditional consent for the Bank not to credit/debit its account with the value of the transaction.
6. The Merchant agrees unconditionally that he shall reimburse to the Bank any amount paid to the accounts of the Merchant, on the basis of Art. 10 regardless of the receipt of the authorization code, if it is established that the payment has been made through illegal use and disposal of a payment card by an ineligible person.
7. In case of insufficient availability, the Merchant shall deposit in its account with the Bank within three days following the date of notification for contestation of payment, funds in the amount up to the value of the contested payment.
8. The Bank undertakes to assist the Merchant in successfully resolving the cases of a contested payment within the established deadlines according to the rules of international card organizations and the Bulgarian legislation, provided that an amount up to the full amount of the contested payments is blocked on the Merchant's account.
9. Upon establishing that the contestation is justified and in accordance with Art. 10, the Bank shall debit the account of the Merchant with the amount of the reasonable contestation, for which the merchant unconditionally agrees. The Bank reserves the right to debit/reduce from the account and/or from its next payment the amount of the contested payment, if this amount has been requested by the Merchant and incorrectly deducted from the account of the cardholder.
10. In case of receipt of a contested payment after the expiration of the Contract or its termination, the Bank reserves the right to demand reimbursement of the above amount from the Merchant.
11. Upon receipt of information and/or contestation by international card organizations or issuers of payment cards with stolen, counterfeit and irregular payment cards, the Bank shall be entitled to access the retail establishments and the documentation of the Merchant concerning the servicing of the respective payments. The Merchant shall be obliged to assist and provide any information requested by the Bank.
12. By order of the Merchant, the Bank shall submit the Merchant to Arbitration Commissions and monitoring commissions for compliance with the rules of international card organizations in payment card transactions, the costs of the procedures being borne by the Merchant. Registration fees, case studies and penalty fees shall be in accordance with the rules of Visa and Mastercard.

VIII. RIGHTS AND OBLIGATIONS OF THE PARTIES RELATED TO DIGIPOS

1. RIGHTS AND OBLIGATIONS OF THE MERCHANT

Art. 109. The Merchant undertakes:

1. To use DigiPOS service on a mobile device supporting NFC technology and Android operating system, software version 8.0 and higher.
2. To install the provided DigiPOS/tapXphone applications on a mobile device complying the Instruction for DigiPOS/tapXphone mobile applications.
3. To follow the Instruction for Servicing Payments with Payment Cards and the Instruction for DigiPOS/tapXphone mobile applications, as well as to acquaint all its employees operating with the mobile

device and accepting payments with payment cards with it, and to ensure the compliance of the employees with the GTC.

4. To include in one transaction the payment of all goods and services purchased by the cardholder.
5. When the value of the purchase exceeds the account balance, the cardholder may make a partial payment with their card and pay the rest in cash.
6. To make efforts to retain illegally used payment cards, as well as to take the actions provided for in the Instruction for Servicing Payments with Payment Cards attached to the Contract.
7. Not to reproduce, distribute and to keep secret the information received by the Bank and the cardholder and related to the use of the payment cards.
8. To keep a copy of each document from DigiPOS in paper or electronic form for a period of 24 months following the date of each transaction and to provide them to the Bank within three-day period following the date of their request. The Merchant shall bear responsibility as to the security of all documentation and information, related to the transactions. In case of failure to provide a document, certifying the legal execution of the transaction, the Merchant gives its unconditional consent for the Bank not to credit/debit its account with the amount of the transaction.
9. To notify the Bank within a period of one month of its intentions for significant changes in the nature of the activity, which is serviced through the DigiPOS/tapXphone mobile applications, installed on a mobile device, or of the closure of the retail establishment, servicing card payments.

2. RIGHTS AND OBLIGATIONS OF THE BANK

Art. 110. The Bank undertakes to provide to the Merchant:

1. DigiPOS and tapXphone mobile applications for accepting payments with payment cards.
2. Instruction for Servicing Payments with Payment Cards and the Instruction for mobile DigiPOS/tapXphone applications.
3. Distinctive signs and advertising materials, showing clearly that payments with the respective payment cards are accepted in the retail establishment.
4. Daily written notification (statement) for the payments made with payment cards on the premises of the Merchant, containing a reference number, amount of the payment operation and the amount of the fees via an electronic channel, agreed with the Merchant in advance.
5. Software Maintenance of the applications.

Art. 111. The Bank shall be entitled:

1. To correct ex officio incorrectly accounted transactions by debiting/crediting the account for which the Merchant gives its irrevocable consent by signing the Contract.
2. Not to accept documents for sale, which have not been submitted in accordance with the conditions under the Contract and the Instruction for Servicing Payments with Payment Cards attached thereto.
3. Not to credit the account of the Merchant under Art.16 in case of non-compliance with any of the terms and conditions of the Contract and the GTC, and to notify the Merchant in writing of the reasons within 5 working days following the date of receipt of the information about the cards processed at the Bank.
4. To block ex officio all transactions amounts in the account of the Merchant, which amounts have been transferred in contravention of any of the clauses of the Contract, the GTC, the Instruction for Servicing Payments with Payment Cards and the Instruction for DigiPOS/tapXphone mobile applications, amounts of contested transactions, as well as to temporary block the tapXphone mobile application, provided to the Merchant. The blocking should be removed by a decision of the Bank upon completion of an investigation by the Bank.
5. To refuse payment in case of non-compliance with any of the conditions in the GTC by the Merchant.
6. To debit the account of the Merchant with the amount of authorised and already credited payments, which were subsequently cancelled in writing by the Merchant.
7. To update the DigiPOS service with new modifications when this is done for the purpose of development or protection of the system.

IX. SPECIFIC RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN USING ADDITIONAL SERVICES PROVIDED THROUGH A DIGIPOS/TAPXPHONE MOBILE APPLICATIONS

1. REFUND OF ALL OR PART OF THE AMOUNT PAID (REVERSAL, REFUND)

Art. 112 Through the tapxphone application the Merchant may order partial (refund) or full reimbursement (reversal) of the amount paid by the cardholder for a purchase paid with a payment card and the cardholder has exercised his/her right to return all or part to the Merchant's goods/services or for any other reason requiring the return of amounts to the cardholder for goods/services paid through DigiPOS.

Art. 113 The Merchant shall order the return of the amount through application by selecting the transaction and entering the amount that must be returned to the cardholder.

Art. 114 The amount should be obligatory reimbursed through the payment card with which the initial payment for the goods/services has been made.

X. RESPONSIBILITIES AND SANCTIONS

Art. 115 In case of non-fulfilment of any of the obligations under the Contract and the GTC, each party shall be liable to indemnify the other party for all damages actually suffered by the non-breaching party as a result of its conduct or the conduct of its employees or other persons, to which it has assigned any work in connection with the implementation of the Contract.

Art. 116 When the payment with a payment card has not been made in a manner, specified in the Contract, the GTC, the Instruction for Servicing Payments with Payment Cards, the Instruction for Operating without Physical Presence of Cards and the Instruction for Accepting Payments with Dynamic Currency Conversion, the Bank shall be entitled not to transfer to the Merchant or to withhold the already transferred amounts of the respective transaction.

Art. 117 The Merchant shall be liable for all damages arising for the Bank or the client from non-compliance with the security of the data received from the Merchant in connection with the carrying out of the transaction without the presence of a payment card and for payments made on the basis of wrong data, as well as for any other damages to the client as a result of payments without the physical presence of the payment card.

Art. 118 The Merchant shall reimburse the Bank with the amounts:

- of fines imposed by ICO/NCS for exceeding the determined maximum permissible ratio of transactions reported by the card issuing banks as illegal in relation to the total volume of transactions carried out at the Merchant.
- of reimbursed by it according to the rules of ICO/NCS to third parties, which have acquired goods/services, the payment of which was made through a POS of the Bank.

Art. 119 All amounts due by the Merchant, including for indemnities and penalties, shall be deducted by the Bank from all its accounts, opened with the Bank, on the basis of the consent for a direct debit given by the Merchant in Art. 10. In case of insufficient funds on the accounts, the Merchant shall be obliged to pay its obligations within 10 working days following its notification by the Bank; otherwise the Bank shall be entitled to proceed to collection through the court.

Art. 120 The Bank shall not be liable for:

- refusal of the transaction by the issuing bank;
- any damages and/or profit lost by the Merchant as a result of transactions carried out without the presence of the payment card;
- damages and lost profit as due to non-functioning of the website of the Merchant;
- incorrect payments due to actions or omissions of the cardholder or the Merchant;
- disputes between the cardholder and the Merchant regarding the terms of delivery, the quality of the goods/services for which it has been paid through the POS, as well as the cases in which the transaction between the client and the Merchant turns out to be null and void.
- problems occurred on the Merchant's mobile device related to the acceptance of payments with payment cards through tapxphone mobile application.

- damages and loss of profits caused by lost internet connection on the Merchant's mobile device

Art. 121 The Bank shall determine a minimum monthly amount of the collected commissions in the amount specified in the contract and in case the collected commissions are less than this amount, the Bank shall debit the account of the Merchant with the difference up to this minimum amount. If the received commissions amount to more than the minimum monthly amount, it shall not be taken into account.

XI. TERMINATION OF THE CONTRACT

Art. 122 The Contract shall be terminate, except on the grounds specified therein and unilaterally by the Bank, without notice in the following cases:

- a) Upon notification by ICO/NCS related to the use of payment cards in the retail establishment/sit of the Merchant or acceptance of payments in connection with a purchase or trade in any form of child pornography and/or photographs, video images, computer-generated images, animations, media simulations, and activities involving brutality, sexual harassment, unauthorised misrepresentation of a person or parts of the body.
- b) In case of doubt based on sufficient data from the monitoring system of the Bank or proven, attempted or complicity in the performance of an action, constituting illegal acquisition or use of card data, use of false or forged cards or other illegal action;
- c) If it is established that the Merchant carries out illegal activities or activities beyond the ones announced before the Bank;
- d) If with its activities the Merchant directly or indirectly damages or is in danger of damaging the trademarks of ICO and NCS;
- e) If with its activities the Merchant violate the applicable legislation related to the protection of intellectual property.

Art. 123 Within 6 months following the termination of the Contract, the parties undertake to make all payments in favour of the other party, arising under the Contract, and the Merchant undertakes to provide sufficient cash to cover contested payments on the open current account.

Art. 124 The account of the Merchant with the Bank shall be closed after the expiration of the term for complaining from the last transaction made through the POS device(s) determined according to the Bulgarian legislation and the rules of the card organizations.

Art. 125 Upon termination of the Contract, each party undertakes to make all payments in favour of the other party, arising before the time of termination.

Art. 126 Upon termination of the Contract, the Merchant undertakes to return to the Bank the POS terminal devices received by it by signing a protocol of delivery and acceptance. The termination of the Contract shall not affect the obligations undertaken by the parties before its termination.

Art. 127 Upon termination of the Contract, the Merchant must remove from its retail establishment the distinctive signs for acceptance of card payments within one week.

Art. 128 The Merchant agrees unconditionally that the Bank, on the basis of Art. 10, shall ex officio collect its receivables arising from and in connection with the Contract from all accounts of the Merchant with the Bank. In case of insufficient availability, the Merchant undertakes to repay its obligations within 10 working days following the notification by the Bank.

XII. COMMUNICATION AND PROVISION OF INFORMATION

Art. 129 The communication between the parties in connection with the Contract shall take place on paper by mail or fax or by e-mail.

Art. 130 The Merchant undertakes within 7-day period to inform the Bank in writing of any changes in the initial address data, provided by it upon signing the Contract. Otherwise all notifications, invitations and other communications, sent to the last address known to the Bank, shall be deemed served.

Art. 131 The Contract shall be concluded and the communication between the parties shall be carried out in Bulgarian, unless otherwise provided.

XIII. CHANGES IN THE CONTRACT AND THE GENERAL TERMS AND CONDITIONS

Art. 132 The Bank reserves the right to amend and supplement these GTC by decision of the Management Board of the Bank in case of changes in local legislation, rules of international card organizations or in case of changes in other regulatory requirements, and is to notify Merchants within an one month before the date on which the changes take effect, by publishing them on the Bank's website - www.kbcbank.bg. The changes in the General Terms and Conditions shall be obligatory for the Merchant as of the date of their entry into force. The Merchant shall be entitled to terminate the Contract before the date announced by the Bank for the entry into force of the changes without liability for costs and compensations.

Art. 133 Merchants may receive the current revision of the GTC on paper in an office of the Bank upon request.

XIV. ADDITIONAL PROVISIONS

Art. 134 The Merchant shall fulfil its obligations arising from the Contract and the GTC in accordance with the current Bulgarian legislation.

Art. 135 The non-fulfilment of an obligation and/or responsibility of the Merchant under the Contract shall be considered as non-fulfilment under all other Contracts concluded between the Bank and the Merchant.

Art. 136 Any amendment and supplement to the clauses of the Contract shall be made by additional written agreement between the parties. The addition/refusal of additional service(s), provided through a physical and/or virtual POS terminal, described in these GTC, shall be done only with a written Request submitted by the Merchant to the Bank in a form of the Bank, which shall become an integral part of Contract. The service shall be activated/deactivated within the technological period required for processing based on the written request submitted by the Merchant.

Art. 137 None of the parties under the Contract shall be entitled to transfer its rights to a third party.

Art. 138 The norms of the current Bulgarian legislation shall apply to all issues not settled by the Contract and these General Terms and Conditions. For the relations between the parties, Chapter Four of the Payment Services and Payment Systems Act (PSPSA) shall not apply, according to Art. 46, para 5 of PSPSA. Pursuant to Art. 67, para 4 PSPSA, the parties agree that in their relations Art. 68, para 1, the term under Art. 77, para 1 and Art. 94 shall not apply, and respectively the provisions of the present GTC and in the Contract to which they are an integral part shall apply. For the relations in connection with its current account with the Bank, a Contract-request for opening and servicing a bank account and provision of banking services and the General Terms and Conditions for provision of payment services to legal entities shall apply.

Art. 139 Disputes arising from or in connection with the implementation, interpretation or execution of the Contract and these General Terms and Conditions for the settlement of which the parties do not reach an agreement will be resolved by the competent Bulgarian court under the Civil Procedure Code. Disputes arising within the scope of the Contract and these General Terms and Conditions in connection with the execution of transfers may be referred to the Conciliation Commission for Payment Disputes to the Commission on Trade and Consumer Protection.