Personal Terms (v1.2)

These terms apply to all customers with personal accounts that receive services from **pay**ware LLC. If you have been directed to this page from within our product, these terms also apply to your account regardless of your country of residence. If you have any questions regarding which **pay**ware entity you receive services from, please reach out to customer service via support center.

These Terms incorporate the payware Framework Agreement by reference. The Framework Agreement contains general legal terms, platform safety rules, liability provisions, and administrative procedures that apply to all payware accounts and services. In the event of a conflict between these Terms and the Framework Agreement, these Terms shall prevail.

Pre-Contractual Information. Before you accept these Terms, please ensure you have reviewed the following information, provided in accordance with Article 6 of Directive 2011/83/EU and applicable consumer protection laws: (a) the identity of the service provider: payware LLC, UIC 205863621, 7 Vladimir Vasilev str., bl.16, ap.3, Sofia 1504, Bulgaria; (b) the main characteristics of the service, as described in these Terms and the Framework Agreement; (c) the applicable fees, including the per-transaction fee charged by **pay**ware with the VAT on it and the total, as set out in Section 8 below and shown to you in the **pay**ware personal web portal before you accept these Terms; (d) your right of withdrawal, as described in Section 13 below; (e) the complaint handling procedure, as described in Section D.2 of the Framework Agreement; (f) the duration of the contract and termination rights, as described in Section D.6 of the Framework Agreement; and (g) the functionality of the digital service, including applicable technical protection measures, as described in Section C.1 of the Framework Agreement.

My payware **personal account**

1. Why this information is important

This document sets out the terms and conditions for your **pay**ware personal account (the account) and its related services.

2. What do we consider an individual?

For the purposes of these Terms, an individual shall be defined as any physical person who has entered into a contractual agreement to accept electronic payment transactions whose information is exchanged through **pay**ware systems.

3. What is a payware personal account?

A **pay**ware personal account is an individual's profile definition in **pay**ware systems. It holds configurational information for your transactions and visualization preferences alongside any other related data required for the proper **pay**ware services operations.

4. Using your payware personal account

Once you open your **pay**ware personal account you'll be able to use our services. For example, you can do the following:

- receive money to your registered payment accounts;
- employ all services available through the **pay**ware personal web portal for your account;
- view information about and manage your account.

We add new features and services all the time. We'll let you know about these through the **pay**ware personal web portal or by email.

You can access the **pay**ware personal web portal through the personal web portal reference on our website. You manage your account through the **pay**ware personal web portal, which only you and the appropriate authorized persons will have access to.

Note: personal accounts do not include API keys or API access.

5. Can I open a payware personal account?

By accepting these terms and conditions you confirm that:

- you have read and understood these terms and conditions;
- you have read, understood, and accepted our Privacy Notice; and
- you have provided correct and accurate contact information (including an email address that you check regularly) during the onboarding process.

You must be over 18 to open a **pay**ware personal account under this agreement for personal purposes only and not for business purposes.

When you ask to open your account, the following apply:

- you promise that you have full authority to enter into the agreement and meet the obligations under it; and
- we, or someone acting for us, will ask for certain information about you.

We will only give you access to your **pay**ware personal account, the **pay**ware personal web portal and **pay**ware services once we have all the information we need.

You can't open more than one **pay**ware personal account or open a new **pay**ware personal account if we've previously closed a **pay**ware personal account that you held.

We can refuse to let you open or hold a **pay**ware personal account if you carry out an activity that we are not comfortable with. Or we may apply restrictions, which we'll tell you about before we allow you to open the account.

6. How do I get information on payments into my account?

You can check all payments into your account through the **pay**ware personal web portal. We will not make any changes to the information, and it will be available to you through the **pay**ware personal web portal until you close your account. If you need the information after then, you will need to download it while your account is still active. You can download information from the personal web portal at any time. This information is provided as a

Transient Technical Reflection of the records held by the relevant payment institution (the Authoritative Source), in accordance with Section C.1 of the Framework Agreement.

For each payment, the amount credited to your registered account is the amount paid less the Fee Amount (Section 8), and the **pay**ware personal web portal shows both.

We will send a notification to your mobile or tablet, or by email, each time a payment goes into your account. You can turn off these notifications. If you do this, you should regularly check the **pay**ware personal web portal for information on payments. It's important that you know what payments are going into your account, so we recommend that you do not turn off notifications.

7. How long does it take to receive a payment?

payware processes the received instructions immediately and provides the necessary information to the payer's payment institution. The funds transfer time to your account will vary based on the payer's financial institution, your registered account, and the receiving financial institution.

payware will promptly notify you once the payer's payment institution has confirmed the transfer of the requested funds to the payee's account.

8. Fees

For your use of the platform, we charge a monthly subscription fee according to your plan. You can see the subscription fees on our Fees page.

In addition, **pay**ware charges a per-transaction fee on each payment you receive through the Services that is finalized as confirmed. The fee is charged at the rate **pay**ware sets for personal accounts in your country of residence, and payments received through webPOS may have a rate of their own. The **pay**ware personal web portal shows you the rate that applies to you and, where VAT applies, the total including VAT, before you accept these Terms and at any time afterwards. The rates change only with the notice in Section D.5 of the Framework Agreement. The VAT on the fee depends on where you reside: if you reside in Bulgaria, Bulgarian VAT is added; if you reside in another EU country, Bulgarian VAT is added until the VAT rate of your country of residence applies to **pay**ware's services, which we will tell you before it does; if you reside outside the EU, no VAT is added. The fee plus any VAT on it is the "**Fee Amount**".

How the fee is paid. In plain words: the payer pays the full amount once; out of it, the Fee Amount goes directly to **pay**ware and the rest goes to you, so you never pay the fee separately. In legal terms, you authorize **pay**ware, as a person authorized by you within the meaning of Art. 75, para. 1 of the Law on Obligations and Contracts, to receive the part of each amount paid to you through the Services equal to the Fee Amount. **pay**ware receives it in its own name and for its own account, as payment of its own fee: it does not represent you, owes you no account or transfer of what it receives, and holds nothing for you or for anyone else. The payer's payment institution makes two credit transfers, which the payer authorizes together: the amount less the Fee Amount to your registered account, and the Fee Amount to **pay**ware's account. The payer sees both transfers and their total, which equals the amount the payer owes you. The credit of the Fee Amount to **pay**ware's account settles that part of what the payer owes you, and it pays your fee to **pay**ware for that payment. If the payer's payment institution confirms a payment but does not credit the Fee Amount to **pay**ware, **pay**ware claims the Fee Amount from that institution and not from you. This

authorization is part of these Terms and not a power of attorney; it applies to each payment you receive through the Services while your account is open. No payment institution charges you anything under these Terms.

Statements. For each calendar month, **pay**ware makes available in your account a statement listing each payment you received through the Services, with the fee, the VAT and the Fee Amount. It is a statement, not an invoice; if you need an invoice, ask us and we will issue one.

Refunds and reversals. The per-transaction fee is earned on every payment finalized as confirmed. If you give money back to a payer, the fee for the original payment is not refunded, and a refund you make through the Services is a new payment with its own fee. No fee is due for a reversed payment. A payment is reversed where, within thirteen (13) months of it, the transfer to you is rejected, fails or is returned to the payer in full, including after a recall, or the payer's payment institution refunds the payer under its legal obligations for an unauthorized, non-executed, defective or late payment; a refund that institution makes for any other reason is not a reversal. The payer's payment institution then returns the Fee Amount to the payer together with the rest of the payment, and your statement shows the payment as reversed. Once the Fee Amount of a reversed payment has been returned to the payer, it no longer counts as paid to you; whether the payer still owes you anything is between you and the payer.

Please note that if the payer's bank (or intermediary banks) applies separate, independent charges to the payer for initiating the transfer, those specific third-party charges are out of our control.

9. When we might block access to your account

The safety of your account is important to us. We might prevent you from exchanging payment transaction information from your account if we're reasonably concerned about its security or that it might be used fraudulently or without your permission.

We might also have to block your account to meet our legal obligations.

We'll tell you through the **pay**ware personal web portal or by email before, or as soon as possible after, we block your account. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful). Where we block your account because of our sanctions screening (Section C.13 of the Framework Agreement), we will tell you that we have done so to meet our legal obligations, and we may not be able to tell you more.

10. Repayment timeframe

For the purposes of Section D.7 of the Framework Agreement, the repayment timeframe under these Terms is fifteen (15) days.

11. Account-specific suspension circumstances

In addition to the exceptional circumstances listed in Section B.8 of the Framework Agreement, the following personal account-specific circumstances also apply:

- if we have good reason to suspect that you are using your account for other than personal purposes; or
- you die.

12. Consumer protection

As a personal account holder, the change-of-terms provisions for micro-enterprises and Personal Account holders under Section D.5 of the Framework Agreement apply to you: we may change the applicable terms only for the reasons listed there, and we will give you thirty (30) days' notice before we make any such change.

If you reside in the Republic of Bulgaria and are acting as a consumer, these Terms shall be provided in Bulgarian. In the event of a conflict between the English and Bulgarian versions, the Bulgarian version shall prevail in accordance with the Bulgarian Consumer Protection Act.

13. Right of Withdrawal

As a consumer, you have the statutory right to withdraw from these Terms within 14 days of opening your account without giving any reason, by contacting us via the customer support portal. However, if you explicitly request to begin using the Services (e.g., by initiating a Transaction) during this 14-day withdrawal period, you acknowledge that you will be liable to pay the proportionate subscription fees for the Services provided up to the time you communicate your withdrawal, and the per-transaction fee of each payment you received through the Services before then, which has already been paid inside that payment.

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

- To: payware LLC, 7 Vladimir Vasilev str., bl.16, ap.3, Sofia 1504, Bulgaria; email: support@payware.eu:
- I hereby give notice that I withdraw from my contract for the provision of the following service: payware Personal Account services,
- Ordered on / received on: _____
- Name of consumer: _____
- Address of consumer: _____
- Signature of consumer (only if this form is notified on paper): _____
- Date: _____