

GENERAL TERMS AND CONDITIONS OF PROVISION OF THE INFOPAY SERVICE

I. Information about BORICA AD

Art. 1. BORICA AD is a company registered in the Commercial Register and Register of Non-profit Legal Entities, maintained by the Registry Agency under UIC 201230426 with its seat and registered office at address 41 Tsar Boris III Blvd., city of Sofia, VAT No. BG201230426, website: www.borica.bg, e-mail: office@borica.bg, phone: 0700199 10.

Art. 2. BORICA AD carries out activities of providing of payment services as referred to in Art. 4, items 5, 7 and 8 of the Law on Payment Services and Payment Systems under license No. 315/17.09.2019 issued by the Bulgarian National Bank, which supervises the company's activities. The company is registered in the Register of Licensed Payment Institutions in the Republic of Bulgaria, and of their branches and agents under Art. 19 of the Law on Payment Services and Payment Systems.

II. General Provisions

Art. 3. These General Terms and Conditions for the Provision of the InfoPay Service, hereinafter referred to as 'General Terms and Conditions', regulate the relations between BORICA AD (hereinafter referred to as "Provider") and the legal entities (hereinafter referred to as "Customer") for the provision of the InfoPay service, and is a Framework Agreement within the meaning of Art. 59, paragraph 2 of the Law on Payment Services and Payment Systems. The General Terms and Conditions are available in the Bulgarian and English languages.

Art. 4. For the purpose of using the service, the Customer shall complete a Request for Access/Change of Access to InfoPay, with form and content as determined by the Provider, at the latter's office or electronically on the InfoPay website.

Art. 5. The acceptance of these General Terms and Conditions by the Customer by confirming the request shall have the effect of a contract for payment services, within the meaning of Art. 59, paragraph 2 of the Law on Payment Services and Payment Systems, provided by the Provider to the Customer via the web-based application InfoPay.

III. Subject

Art. 6. The InfoPay service provides to the Customer the technical ability to receive remotely, via the InfoPay web-based application the following types of payment services:

1. Services related to online provision of information of one or more payment accounts registered with one or more payment service providers in this country, including:

- information of a list of payment accounts;
- consolidated information of balances on payment accounts;
- details on a payment account;
- movements on payment accounts;
- consolidated information on movements on payment accounts;

IV. Definitions

Art. 7. Within the meaning of these General Terms and Conditions, and for the purposes of using the InfoPay service, the Provider and the Customer adopt the following definitions of the terms and abbreviations listed below:

User name – an e-mail address verified in the process of registration at an office or at the InfoPay e-mail address, which is used for identification and access to the service;

Password – a unique combination of letters, numbers and symbols that, only in combination with the user name, serves for identification and access to the service;

Qualified electronic signature (QES) – issued by BORICA AD as a trust services provider pursuant to the Law on Electronic Document and Electronic Signature and Regulation (EU) No 910/2014. It is used for registration and entry (authentication) in InfoPay;

Cloud-based Qualified electronic signature (cQES) - issued by BORICA AD as a trust services provider pursuant to the Law on Electronic Document and Electronic Signature and Regulation (EU) No 910/2014 on a mobile device – B-Trust Mobile. It is used for registration and entry (authentication) in InfoPay;

SMS code/password – a unique combination of symbols that serves for one-off additional confirmation by the user of activities in InfoPay – entry (authentication), verification of a phone number, submission/confirmation of requests, etc. The code/password sent is valid for a limited period of time and may be used only once.

Customer – a legal entity registered in the InfoPay system.

User – a natural person registered in the InfoPay system, granted by the Customer rights to work in the system.

User role – a combination of pre-determined user rights in the InfoPay platform.

User profile – a combination of User-related data, which identify it uniquely in the InfoPay system. It is created in the registration process. Entry in any user profile is done by a unique combination of a user name and a password for the InfoPay service or an individual QES/cQES issued by BORICA AD.

Consent for access to account – a process by which a Customer acquires access to its account with a bank, payment institution or another licensed payment service provider by using services provided by third parties. The process is regulated in the EU Payment Services Directive (PSD2, Directive (EU) 2015/366) and the Law on Payment Services and Payment Systems (LPSPS).

V. Registration and Access to the System

Art. 8. Registration for use of payment services in InfoPay is done in one of the following two ways: a) by completing an electronic form via the website www.infopay.bg or b) by depositing a hard copy Request for Access/Change of Access to InfoPay in the Provider's commercial network/offices. The Provider shall activate the service within three business days after the conditions detailed in these General Terms and Conditions have been met.

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Art. 9. Registration via the website of the service www.infopay.bg is possible only for:

1. Users - natural persons, who are Bulgarian nationals having a valid identity document – an ID card or an international passport issued by the competent authorities of the Republic of Bulgaria.

2. Customers - legal entities with representation according to the Commercial Register by only one of the authorized representatives of the company – individually or severally.

Art. 10. A Customer shall operate via InfoPay personally or through its legal representatives in the case of legal entities. The Customer shall be entitled to authorize third parties. All natural persons registered in the system are called hereinunder InfoPay “Users”.

Art. 11. InfoPay Users having rights over the Customer's accounts may be only persons that are explicitly authorized by the Customer personally or through its legal representatives in the case of legal entities, and the disposition shall be made possible after due identification of the InfoPay Users and a confirmation by an officer of the Provider.

Art. 12. User identification shall be done a) in person in the Provider's commercial network/officers in case the Users are registered together with the Customer or b) through a remote identification process provided by BORICA AD, or c) by means of electronic identification - QESs or cQESs, issued by BORICA AD

Art. 13. To access the InfoPay system, Users may:

- a) use their user name and password, which are set in the process of registration.
- b) use a QES.
- c) use a cQES.

Art. 14. The Customer undertakes to use the Provider's InfoPay services strictly complying with the conditions of these General Terms and Conditions.

VI. Rights and Roles

Art. 15. All Users may have access to information of registered accounts in InfoPay with pre-set rights.

Art. 16. Roles in the InfoPay system

(1) ‘Representative’ Role – is granted automatically to all natural persons, who operate in InfoPay in their personal capacity or are legal representatives in the case of legal entities – Customers of the service irrespective of the channel of registration – via the Provider's commercial network/offices or the website www.infopay.bg. Roles allow for performing the following activities:

- a) register the Customer represented thereby for the service.
- b) operate the Customer's accounts in InfoPay.
- c) register, renew or terminate consents of access to accounts.
- d) approve applications for adding a new User to a Customer and subsequent change of its rights to the accounts. Confirming of applications is done by sending an SMS code on the indicated phone number at the time of registration.
- e) temporarily block/unblock Users' access to the Customer's accounts.
- f) register or change the subscription plan of the service in accordance with the Tariff in the application <https://store.borica.bg/>.
- g) terminate the InfoPay service.

Provided a legal entity is represented jointly by several natural persons in combination, they will all be granted the

‘Representative’ role. For the performance of the above activities, with the exception of item a), there is no need of an explicit confirmation by all the Representatives of the company, but rather by a single one of them.

(2) ‘Administrator’ Role – is granted a) at the time of the User's registration by depositing a hard copy Request for access/change of access to InfoPay at the Provider's commercial network/offices or b) at the time of approval of an application for adding a new User to a company via the website www.infopay.bg by another user with an ‘Administrator’ or ‘Representative’ role. The role allows for the following activities:

- a) register, renew or terminate consents of access to accounts.
- b) operate the Customer's accounts in InfoPay.
- c) approve applications for adding to a company a new User to the Customer and subsequent change of its rights over the accounts. Confirming of applications shall be done by sending an SMS code on the indicated phone number at the time of registration.
- d) temporarily block/unblock Users' access to the Customer's accounts.
- f) register or change the subscription plan of the service in accordance with the Tariff in application <https://store.borica.bg/>.

(3) “User” role - is granted a) at the time of the User's registration by depositing a hard copy Request for access/change of access to InfoPay at the Provider's commercial network/offices or b) at the time of approval of an application for adding a new User to a company via the website www.infopay.bg by another User with an ‘Administrator’ or ‘Representative’ role. The role allows only for operation with the Customer's accounts according to the rights assigned to them by a Representative or Administrator.

Art. 17. Rights over accounts under each role may be: a) full, or b) individual.

(1) In case of full rights – the User is granted rights of access, balance, movements to all the accounts registered to the Customer. All full-rights Users shall receive automatically full rights over any account newly added to the Customer.

(2) In case of individual rights - the User is explicitly granted rights of access, balance, movements over all the accounts registered to the Customer. Rights to an account newly added to the Customer shall be granted after it is explicitly added by a user with an ‘Administrator’ or ‘Representative’ role to the User's rights.

VII. Management of consents

Art. 18. Every Customer having an accessible online payment account in BGN or in a foreign currency opened with a Payment Service Provider carrying out activities in this country may have access to the services in InfoPay of BORICA AD.

Art. 19. For the operation of the services in InfoPay, the Customer shall submit a consent for access to payment accounts in line with the EU Payment Services Directive (PSD2, Directive (EU) 2015/366) and the Law on Payment Services and Payment Systems (LPSPS).

Art. 20. Users with an ‘Administrator’ or ‘Representative’ role may generate, renew and terminate consents for adding payment accounts in InfoPay.

Art. 21. The User should have access to the account he/she wishes to add to InfoPay via electronic banking function of the Payment Service Provider servicing the relevant account.

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Art. 22. Under no circumstances, shall InfoPay have any access to the Customer's authentication data in the electronic banking of the Payment Service Provider with whom the payment account is opened.

Art. 23. The consent for access to the account shall be renewed periodically after the expiry of the term for which it was generated in the submission process.

Art. 24. InfoPay shall not be held liable for the content of the information received by the Payment Service Provider.

Art. 25. The Customer grants its explicit consent to the Provider for default (*in absentia*) retrieval on a daily basis of data of balances and movements on accounts based on the consents given, with a view to optimizing the processes of uploading data in InfoPay, the performance of the application and submission of aggregated data and analyses for the Customer's needs. Data on the account may not be for a period longer than a year from the date of the first Consent of access to the account.

Art. 26. The Customer may limit the default (*in absentia*) retrieval of data on the accounts to the Payment Service Provider in the process of granting of its consent.

Art. 27. The stored data of the accounts shall be kept by the Provider until the termination of the use of the InfoPay service.

VIII. Fees and Commissions

Art. 28. For the use of the InfoPay service, the Provider shall charge to the Customers fees according to the Tariff of BORICA AD published on the website www.borica.bg.

Art. 29. The Customer may owe a fee to the relevant Payment Service Provider for servicing the accounts it uses, however InfoPay has no involvement with regard to them.

Art. 30. An integral part of these General Terms and Conditions is the Tariff of Fees and Commissions. The Provider shall retain its right to make changes to the Tariff of Fees and Commissions during the validity of the General Terms and Conditions according to the procedure regulated for the purpose.

Art. 31. The Customer declares that at the time of acceptance of these General Terms and Conditions it was aware of the Tariff of Fees and Commissions and has accepted it unconditionally.

Art. 32. In case the Customer fails to pay two subscription fees within the set term, the Provider shall terminate the use of the service. The Customer may request to have its access to InfoPay restored after it pays its liabilities.

IX. Rights and Obligations of the Parties

Art. 33. Provider's Rights and Obligations

(1) The Provider shall be responsible for the performance of every service assigned that is within the subject of the contract with the Customer. The Provider shall be obliged to send to the Customer (following the communication procedure laid down under the contract) a Notification of confirmed services for the activation of the services selected by the Customer in accordance with every submitted Request for access/change of access to InfoPay.

(2) The Provider shall be obliged to immediately notify the Customer of any cases that may jeopardize or prevent the performance of the services provided.

(3) The Provider shall be obliged to provide to the Customer rules of operation, procedures, operational instructions, requirements to interfaces and other technical requirements and specifications applicable to the services actually provided.

(4) The Provider shall be obliged to identify electronically or in person the Customer and the persons authorized thereby.

(5) The Provider shall be obliged to block in a timely manner the access to InfoPay, after it receives an order by the Customer, or if information is available of any risk of unauthorized access.

(6) The Provider shall be obliged to provide to the Customer the information, required under the applicable legislation, regarding the status of and movement on its accounts, under the procedure set out in these General Terms and Conditions.

(7) The Provider shall be entitled to block the access to the InfoPay platform of any of its Customers, who breaches by its activities the requirements of the existing regulatory acts, and the requirements of these General Terms and Conditions.

(8) The Provider shall have the right to block the user's profile in the services for security reasons in case of any suspicions of unauthorized access and use of the means of identification and access, for which it shall notify the Customer. The Provider shall restore the access to the user profile after an application by the Customer following a specific procedure set by the Provider.

(9) The Provider shall have the right to change the means of identification, access, authorization and the combinations thereof, also notifying its Customers within a term not less than two months prior to the time of effectiveness of the changes, via the website of the service or in another suitable manner.

(10) The Provider shall not be held liable if the Customer does not have the required licenses for use of other software products necessary for operation with InfoPay. This shall also include the cases where the Customer uses non-licensed software, as this creates prerequisites for the contamination of its computer equipment with a malicious code.

(11) The Provider shall not check if the provided phone number for the InfoPay service is owned by the Customer or its authorized representatives.

Art. 34. Customer's Rights and Obligations

(1) The Customer shall be responsible for meeting every obligation laid down in these General Terms and Conditions. By signing the General Terms and Conditions and subsequently at any time that a change is needed or the provision of the service is terminated, the Customer shall be obliged to provide to the Provider a Request for access/change of access to InfoPay for the purpose of activation and/or termination of the provision of the relevant service.

(2) The Customer shall be obliged to accept the operation and the supply of the service, as agreed in these General Terms and Conditions, and to pay the due service fees to the Provider within the time and in the manner set out in the Provider's Tariff of Fees and Commissions.

(3) The Customer undertakes to comply with all existing legal and regulatory requirements with regard to the services used under these General Terms and Conditions.

(4) The Customer undertakes to observe the Provider's rules of operation, procedures, operational instructions for the provision of the services, technical requirements and specifications applicable to the services used by the Customer, provided by the Provider in accordance with these General Terms and Conditions.

(5) The Customer shall be obliged to identify itself with a user name and a password, or with a cQES, or QES, and in

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performing particular activities it shall be obliged to comply with specific requirements for authorization with an SMS code.

(6) The Customer undertakes to keep secrecy regarding all of its means of electronic identification and access, which are used only and exclusively by the persons having access to the InfoPay service, by creating conditions for elimination of any possibility of unauthorised access by third parties. The risk and responsibility for not keeping secret the means of electronic identification and access shall lie with the Customer using the InfoPay services.

(7) The Customer shall be obliged to remove from the computer the external medium, on which its QES is stored, immediately after it signs the transaction(s) in InfoPay or after the end of the work with the QES on other web applications, never leaving the QES unsupervised connected to the computer equipment having access to Internet.

Storage and protection from unauthorized access to the signing tools (QES, cQES or a mobile device) shall be the Customer's obligation and the Provider shall not be held liable if as a result of failure to meet this obligation they are unlawfully used by third parties.

(8) The Customer shall be obliged to individually maintain current its Users' rights of access to the accounts via the InfoPay platform, and for adding new and removing existing Users.

(9) The Customer shall be obliged to ensure compliance with these General Terms and Conditions by all persons authorized thereby (Users) granted access to InfoPay. The Customer and the persons authorized thereby shall be obliged to notify the Provider in case of any risk of unauthorised access to the means of electronic identification and access.

(10) Provided a reasonable suspicion arises that the means of electronic identification and access of the Customer or of the persons authorized thereby have become known to/acquired by other unauthorized persons and/or the relevant mobile devices and computers have been lost, stolen and/or there is any suspicion of leakage of information, the Customer shall be obliged to ensure they are changed, destroyed or blocked, also notifying immediately the Provider to this effect by phone, and subsequently also in writing, with a view to blocking the access to the InfoPay services. The Provider shall not be held liable for any possible adverse consequences that have occurred prior to the receipt of the notification or as a result of blocked accounts.

(11) The Customer undertakes to ensure maintenance of a current mobile phone number in relation to the use of the services in InfoPay or for contact purposes, by all the persons authorized thereby. The Customer and the persons authorized thereby shall be obliged to notify the Provider in a timely manner of any change of the mobile phone number registered for the service, theft of the relevant SIM card, loss, theft or access by third parties to the device, the SMS codes are not received in the manner or following the procedure provided for in these General Terms and Conditions.

(12) In case of unauthorized use of a mobile phone number indicated in the profile of the service, the liability under the law and in these General Terms and Conditions, including the full liability of payment of compensation for damages sustained by the Customer, Provider or third parties, shall lie with the Customer and the persons authorized thereby. The liability of the Customer and the persons authorized thereby under this paragraph shall be triggered in case of, but not limited to:

submission of an incorrect phone number, failure to notify/late notification of the Provider of a change in the mobile phone number or theft of a SIM card, to which the respective mobile phone number is directed, as indicated in the profile, and if the device at which the SMS codes are received is taken away.

(13) The Customer shall have the right to order blocking of the right of access to InfoPay, fully or individually for each person authorized thereby, by a written order at any time, without having to specify any particular reason.

(14) The Customer shall have the right to make changes to the registration, rights of access to the accounts, including blocking of access to the functions used thereby under the procedure and in the manner described in these General Terms and Conditions.

(15) The Customer shall have the right to request termination of the use of the InfoPay service in accordance with the General Terms and Conditions.

X. Procedure for Communication between the Parties

Art. 35. By signing these General Terms and Conditions, the Customer declares that the Provider has provided to it in advance, in good time before the signing, and the Customer has become aware of the terms and conditions, including of all the confidential preliminary information contained the contract, which is required pursuant to Art. 60 of LPSPS. The communication between the Provider and the Customer/User, shall be in the Bulgarian or the English language.

Art. 36. The Customer shall have at its disposal the General Terms and Conditions, including all the preliminary information under Art. 60 of LPSPS, on the Provider's website www.borica.bg, and also as a hard copy document at any of the Provider's offices.

Art. 37. All amendments to the General Terms and Conditions, envisaged by the Provider, that apply to changes in the preliminary information, shall be provided to the Customer in advance as a hard copy document or on another durable medium and not less than two months prior to the date, on which the amendments are proposed to become effective.

Art. 38. By providing the forthcoming amendments, the Provider informs the Customer, and the latter is assumed to have agreed with the amendments to the General Terms and Conditions, unless it has notified the Provider that it does not agree with these amendments prior to their effective date. If the Customer does not agree with the amendments, it has the right to immediately terminate the use of the service before the date, on which the amendments are proposed to come into effect, without any liability for expenses and compensations.

XI. Specific Conditions and Responsibilities

Art. 39. The Provider guarantees that the Customer's personalized means of security shall not be accessible by other persons and that they are transmitted by the Provider in a secure and efficient manner.

Art. 40. The User shall be responsible for storing and using of its authentication data.

Art. 41. The Provider and the Customer assume that in the relations between them the SMS code constitutes data for creation of an advanced electronic signature meeting the requirements to such a signature pursuant to Art. 13, paragraph 2 of the Law on Electronic Document and Electronic Trust Services, and Art. 26 of Regulation (EU) No. 910/2014, and they agree that as such they shall recognize it as a handwritten signature in their relations with each other.

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XII. Amendments to the General Terms and Conditions

Art. 42. The Provider shall have the right at any time, and at its sole discretion:

(1) to change, introduce new or supplementing personalized means of security to be used for authentication of the Customer

(2) to change the scope of the services provided through InfoPay, and to exclude the possibility of using them, in case of any innovations to the services, amendments to the regulatory framework, security considerations, or any other considerations at the Provider's discretion.

Art. 43. The Provider shall notify the Customer of any changes under Art. 42 in a timely manner, in writing on hard copy or electronically.

XIII. Validity Term and Termination

Art. 44. These General Terms and Conditions shall become effective from the date of their signing by the Customer. Where the service is registered by completing an electronic form via the website www.infopay.bg, these General Terms and Conditions shall be signed by the Customer as an electronic document by sending a one-off SMS code/password, and by the Provider they shall be signed by a server certificate. The date on which they were signed by both parties and stored in the InfoPay database of the Provider, shall be deemed to be the date of effectiveness.

Art. 45. These General Terms and Conditions shall be in effect until the Customer declares in writing it wishes to terminate the service.

XIV. Dispute Resolution

Art. 46. The Parties shall seek a solution to any disputes in an amicable way and through consultations.

Art. 47. If any of the Parties objects to any action or omission of the other Party, the party voicing objections may lodge a written Statement of Objection to the other Party, stating in detail its reasoning on the dispute.

Art. 48. If the Customer has any objections to the performance of any particular payment service under these General Terms and Conditions, it shall file a written complaint to the Provider, in which it shall present its complaint and the specific facts it refers to as a basis of the complaint. Where the Customer is not satisfied with the Provider's reply or the latter has failed to reply within the time limits set hereunder, it may refer its complaint to the Conciliation Committee for Resolution of Payment Disputes to the Commission for Consumer Protection, at address: 1 Vrabcha Str., city of Sofia, ZIP code 1000, floor 4, website: <https://abanksb.bg/pkps/>.

(1) Regarding every received complaint, the Provider shall be obliged to notify the Customer, in writing on paper or on any other durable media, of its decision within 15 business days from the receipt of the complaint.

(2) By way of exception, where the Provider is not in a position to come up with a decision within the term under paragraph 1 due to reasons beyond its control, it shall be obliged to send to the Customer a reply, which clearly states the reasons for the delay, and the time within which the Customer will receive its decision on the complaint. In any case, the term for receipt of the decision may not exceed 35 business days from the receipt of the complaint.

XV. Processing of personal data

Art. 49. The supplier is a controller of personal data pursuant to art.6, paragraph 1 of Regulation (EU) 2016/679 of the

European Parliament and of the Council. The rules for processing personal data when providing the InfoPay service and the rights of the owners of personal data are set out in the document "Information about the User - owner of personal data", available at www.infopay.bg.

XVI. Miscellaneous

Art. 50. The current Bulgarian law shall apply to any matters not provided for in these General Terms and Conditions. The competent court shall be the court of exclusive jurisdiction in the city of Sofia.

These General Terms and Conditions were adopted and became effective on 14 July 2021.

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