

## API License Terms

Version 1.0, effective 06/28/2023.

Please read these License Terms carefully and keep a copy of them for your records.

By creating your Account, you accept and agree to abide by these License Terms. Your consent to these License Terms is given electronically through your electronic statement. The creation of your Account and the acceptance of these License Terms, following the technical steps of <https://easyps.bg/partners/license> (for example, placing a checkmark, pressing a corresponding button, etc.), has the meaning of an electronic signature within the meaning of the Electronic Document and Electronic Trust Services Act, by accepting these License Terms, you agree that the legal effect of your electronic signature in this case is equivalent to that of a handwritten signature.

### 1. Definitions.

- 1.1. "EPS", "we", "us", "our" means EASY PAYMENT SERVICES LTD., a company registered under the laws of the Republic of Bulgaria, with UIC 204112059, with its registered office in the city of Sofia and management address: 7 Lyulin Residential Area, 28 Jawaharlal Nehru Blvd., floor 2, office 40-46, licensed and regulated by the Bulgarian National Bank as an electronic money institution within the meaning of the Payment Services and Payment Systems Act, pursuant to Decision N° 259 from 25 October 2018 of the Governing Council of the Bulgarian National Bank - a competent authority responsible for the supervision of its activities.
- 1.2. "You", "Your" means a natural or legal person using the API in the course of its commercial activity.
- 1.3. "API" means any form of application programming interfaces that EPS makes available, including test instances or environments, and any related documentation, program and sample codes, updates, and other related materials that are made available by EPS via <https://apidocs.easyps.bg> or as otherwise provided to you in connection with these License Terms.
- 1.4. "Two-Factor Authentication" means the functionality of your Account, after corresponding activation, providing the possibility to use an additional unique access code to your Account generated by the Google Authenticator application.
- 1.5. "License" means a non-exclusive, non-transferable, non-sublicensable, paid, revocable and limited right to use and access the API, solely in connection with the development, implementation, testing, distribution of software, applications, websites, any technical products or services which you create, operate, offer, and/or in any way interact or integrate with our activities, payment or other services, and only in the manner described in these License Terms.
- 1.6. "License Terms" means these terms for granting a License, which constitute an agreement between you and EPS regarding the terms of use of the API. An integral



**Office**  
Bulgaria, Sofia,  
28 Jawaharlal Neru Blvd, Fl. 2



**Phone**  
+359 (0) 700 200 12



**Email**  
[office@easyps.bg](mailto:office@easyps.bg)

part of these License Terms is also any technical or other documentation or information published at: <https://apidocs.easyps.bg> and/or additionally provided to you in connection with these License Terms.

- 1.7. "Partners" means third parties who audit, license, support or otherwise help EPS in developing and providing the API/your Account, and our related activities, payment or other services, such as processors, card schemes, credit institutions, technical service providers, related parties, etc., including their subsidiaries, representatives, directors, employees or subcontractors.
- 1.8. "Account" means secure and provided only to you access to a category of functionalities provided by EPS through the website <https://easyps.bg/partners/login>, allowing the use of API. Access is granted after initial registration by you at <https://easyps.bg/partners/register>, providing your data (name, company, email address, phone number and your chosen username and password) and activation by us. After the initial registration and activation, you can use your access by entering in the appropriate form your username and password and the corresponding uniquely generated code (if Two-factor Authentication is activated).
- 1.9. "Production Environment" means cryptographically secured API access used by your products or services when successfully operating in the Sandbox and which you provide to third parties for commercial purposes. To provide this access to your products or services, you must use the functionalities of your Account.
- 1.10. "Sandbox" means cryptographically secured access to pre-configured API (isolated technical infrastructure for test purposes) used by your products or services when the latter are in the development, configuration, integration and testing phase, before they are made available to third parties for commercial purposes. To provide this access to your products or services you must use the functionalities of your Account.

## 2. Subject and term.

- 2.1. Subject to these License Terms, we grant a License to you, and you alone, to use API, owned by EPS, solely for the purposes of using your Sandbox and/or Production Environment.
- 2.2. The remuneration for the License granted is included and payable together with the price for the relevant service/payment service in connection with which the API is used. Payment of the price of the relevant service/payment service is considered payment of the remuneration for the granted License.
- 2.3. These License Terms are valid for an indefinite term.

## 3. Your rights and obligations.

- 3.1. You will be entitled to access the API only after you have complied with the instructions and requirements of these License Terms, the technical documentation, an integral part thereof, and/or additionally provided to you by EPS.



**Office**  
Bulgaria, Sofia,  
28 Jawaharlal Neru Blvd, Fl. 2



**Phone**  
+359 (0) 700 200 12



**Email**  
[office@easyps.bg](mailto:office@easyps.bg)

- 3.2. Your products or services in a Production Environment may be made available to third parties for commercial purposes only after written confirmation from us, provided to you through your Account or otherwise, including activation by us of the necessary accesses and/or functionalities of your Account.
- 3.3. You warrant that any references to EPS services and/or the functions provided by the API in your products or services, or in any other material visible to your customers, will comply with all guidelines published at <https://apidocs.easyps.bg>, provided to you with these License Terms or additionally provided to you pursuant to these License Terms.
- 3.4. You must use the API to manage and offer products or services that are accessible through the API only as permitted by the Bulgarian law.
- 3.5. You agree not to use the API to encourage, promote or engage in any illegal activity.
- 3.6. You agree not to provide your products or services using the Sandbox API to third parties for commercial purposes.
- 3.7. Any technical operation through the API requires you to have a created and active Account. In the event that your Account is deactivated or restricted in any way, you undertake to immediately cease the relevant requests to our systems.
- 3.8. You agree that you will not share the API with any third party or create an API client that functions identically to the EPS API, which to offer for use by any third party.
- 3.9. You and only you have the right to use your Account, and you undertake not to provide to third parties your username, password and uniquely generated code (if Two-Factor Authentication is activated).
- 3.10. You agree to use all reasonable efforts to prevent any unauthorized access to or use of the API or your Account, and to notify us immediately if you become aware of such access or use.
- 3.11. You undertake that you will not use the API to enter malicious software such as a virus, worm, bug, trojan horse, etc. similar or any elements of a destructive, harmful nature.
- 3.12. You agree that you will not use the API to access or use the API for fraudulent or illegal purposes or for any other purpose that may be harmful to EPS, our services or any customer, or to transmit otherwise any message or material that is considered harassing, threatening, obscene, defamatory or otherwise unlawful.
- 3.13. You agree that you will not access or use the API in a manner that exceeds reasonable request volumes, or constitutes excessive use or abuse, overloads, damages, or substantially interferes with our networks, systems, services or products, or interferes with the use of our services by other party.
- 3.14. You undertake not to interfere with or disrupt the API or the servers or networks providing the API.



- 3.15. You agree that you will not attempt to access anything that is not authorized by the EPS, extract source/program code, or attempt to derive or create derivative works.
- 3.16. You undertake not to misrepresent or mask your identity when using the API.
- 3.17. You agree that you will not distribute, sell, lease, rent, lend, transfer, assign or sublicense to any third party any rights granted under these API License Terms.
- 3.18. You undertake that you will not remove or destroy any intellectual property rights notices or privacy notices contained in or in any way associated with the API.
- 3.19. You agree that you will not copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer decompile, modify or alter any part of the API.
- 3.20. You undertake, within a maximum period of 2 calendar weeks after a request from us, to provide us with information about your products or services using the API. In the event that the information is necessary for us to be able to respond in time to a letter from a government authority or a Partner, you undertake to provide us with the same within 3 days before the deadline set for our response expires.
- 3.21. You agree, within a reasonable time after request by us, to provide us with test access/profile/account or the like to and for each of your products or services using the API, which access is identical to that of any of your current or prospective customers, with all correspondingly possible and/or offered functionalities.
- 3.22. You undertake and warrant that all your obligations under these License Terms are also binding on all your representatives and subcontractors.
- 3.23. You are solely responsible and EPS has no liability for your products or services.
- 3.24. You undertake to protect our good name and reputation and not to harm us in any way by actions or omissions.

#### **4. Our rights and obligations.**

- 4.1. We may, in our sole discretion, decide whether your access to or use of the API violates any restrictions imposed by these License Terms. We reserve the right not to activate, deactivate or restrict your Account or API access in the Sandbox at any time, but in the Production Environment, only if we determine or have reason to believe that you have violated these License Terms.
- 4.2. We may monitor how you use the API and your Account to ensure quality, improve the API and our services, and verify your compliance with these License Terms. This monitoring may include access to and use of your API client, among other things, to identify security issues that could affect EPS, our customers and Partners. You have no right to prevent this monitoring and we may use any technical means to overcome your attempts to prevent it.
- 4.3. Use of the API or your Account is subject to certain access, request and use restrictions as set forth in these License Terms. You may not attempt to exceed or circumvent access, request, and use restrictions on the API or your Account or use



the API or your Account in a manner that exceeds a reasonable volume of requests, constitutes excessive use or abuse, or is inconsistent with, or in conflict with any part of these License Terms. If we believe that you have attempted to exceed or circumvent any restrictions, we have the right to temporarily or permanently suspend your ability to use the API and/or your Account.

4.4. We reserve the right from time to time to make changes to the API or our related systems through which we provide you with access to the API or your Account, as and when necessary, for troubleshooting, optimization or other reasons, as well as to perform a scheduled maintenance. In such cases, you agree to possible interruptions of the API or your Account. We will endeavor to notify you in advance or as soon as possible, and we may also provide you with additional instructions for actions on your part.

## **5. Intellectual Property rights and feedback.**

5.1. You expressly acknowledge that, as between you and EPS, EPS owns all rights, including copyright in the API, the related services and any derivative works or improvements thereto, and all related intellectual property rights, including but not limited to trademarks, indications, patents and utility models. You agree not to do anything inconsistent with these rights. We reserve any rights not expressly granted herein.

5.2. Subject to these License Terms, EPS grants you a limited, revocable, non-exclusive, non-sublicensable and non-transferable right to display the applicable logos, trademarks and other copyrighted works owned by EPS only as necessary to notify your customers that your products or services interact with or integrate with the API and our related services. EPS may limit or suspend the right granted to you under the preceding sentence at any time.

5.3. You grant EPS and its Partners a paid-up, royalty-free, revocable, non-exclusive, non-transferable right to use your works, products or services for testing, review or other related purposes to ensure that your products or services comply with these License Terms. You may terminate this EPS right at any time by giving us written notice. In the event that you terminate this right of EPS, these License Terms will terminate immediately.

5.4. You can send us comments about the API or your evaluation of your impressions during use. You grant EPS and its Partners a royalty-free, irrevocable, right, for indefinite term, to use and create derivative works based on any of your feedback, comments, functionality, code, features, requests for improvements, evaluation, recommendations or suggestions that you provide in connection with API. You further agree that EPS may freely use, modify, distribute or commercialize such materials without any payment or obligation to you.

## **6. Disclaimer of Warranties and Release of Liability.**

6.1. The API is provided on an "as is" and "as available" basis. We disclaim all representations and warranties, express, implied or statutory, not expressly set out in these License Terms, including the implied warranties of merchantability and



**Office**  
Bulgaria, Sofia,  
28 Jawaharlal Neru Blvd, Fl. 2



**Phone**  
+359 (0) 700 200 12



**Email**  
[office@easyps.bg](mailto:office@easyps.bg)

fitness for a particular purpose. No advice or information, whether oral or written, obtained by you from EPS or through the API shall create and shall not be construed as providing any warranty not expressly stated herein.

- 6.2. Without limiting or excluding the foregoing, EPS and its Partners do not warrant: (i) that the API is accurate, reliable, correct, error-free or defect-free, or invulnerable and free of weaknesses; (ii) that the API meets your requirements, products or services; (iii) that the API will be available at any time or in any location, continuously or securely; (iv) that defects or errors will be discovered without your assistance and corrected accordingly; (v) or that the API does not contain harmful components. Any content or data downloaded or otherwise obtained through the use of the API is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data resulting from such download.
- 6.3. Under no circumstances will EPS be liable for any harms, losses or other damages arising from hacking, tampering or other unauthorized access or use of the API or your Account or the information contained therein. To the maximum extent permitted by law, EPS and its Partners assume no liability or responsibility for any: (i) errors, omissions or inaccuracies in the API; (ii) bodily injuries, property or non-property damages of any nature arising out of your access to or use of the API; (iii) interruptions or terminations of access to or from the API; (iv) any bugs, viruses, trojan horses or the like that may be transmitted to or through the API by any third party; (v) any errors or omissions in any content or data or for any loss or damage incurred as a result of the use of any content or data posted, emailed, transmitted or otherwise made available through the API ; and/or (vi) your products or services.
- 6.4. You release EPS and its Partners from all liability for claims and legal actions related to any disputes with your customers in connection with the use of the API or your failure to comply with applicable regulatory requirements.

## **7. Confidentiality.**

- 7.1. For the purposes of these License Terms, “Confidential Information” means information disclosed by either party (us or you as the case may be) (“Disclosing Party”) to the other party (us or you as the case may be) (“Recipient”), which relates to or is related to the subject matter of these License Terms and the activities specified herein, including but not limited to: information related to technical conditions described in these License Terms and its appendices or additionally provided to the Recipient, information regarding customers of the parties, commercial and/or other technical information, the clauses of these License Terms and the appendices thereto, any information about the business model, the internal procedures and rules of the counterparty, as well as the interfaces between the parties and any other information, especially information related to the procedures for system protection, secret codes, encryption and authentication procedures between the parties, know-how, software and hardware solutions, as well as information that, although not related to these License Terms, was nevertheless disclosed as a result of discussions between the parties, in written or electronic form. Confidential Information shall remain the property of the Disclosing Party.



**Office**  
Bulgaria, Sofia,  
28 Jawaharlal Neru Blvd, Fl. 2



**Phone**  
+359 (0) 700 200 12



**Email**  
office@easyps.bg

- 7.2. During the term of these License Terms, the Recipient may use Confidential Information only for the purposes of these License Terms and undertakes to keep confidential and protect the Confidential Information from unauthorized disclosure to third parties using the same degree of care as for his own information of similar importance. Regardless of what is stated here, the Recipient may disclose Confidential Information in the event that the same is required by order/order of a state authority, court order or other act of a state authority and/or authority performing public functions, and in all cases it should notify the Disclosing Party to that disclosure at least 2 days before disclosing it.
- 7.3. The obligation of confidentiality under the previous two points will also apply for a period of 3 (three) years after the termination of these License Terms, regardless of the reasons for this.

## 8. Indemnification.

- 8.1. To the fullest extent permitted by law, you agree to defend, insure and indemnify us and our Partners against all claims and demands (including all third party claims), costs, law suits, demands, losses, liability, damages, actions, legal proceedings, court judgments, penalties, interest and costs (including without limitation reasonable attorneys' fees) arising out of or relating to: (i) any actual or alleged breach by you of any provision of these License Terms; (ii) your unlawful or improper use of the API; (iii) your violation of a third party right, including, without limitation, intellectual property rights; (iv) your violation of applicable law.

## 9. Termination.

- 9.1. You may terminate these License Terms at any time, with termination occurring on the day you notify us through your Account that you wish to terminate.
- 9.2. We may terminate these License Terms at any time, with termination occurring on the day you receive our notice of termination under the terms and conditions of these License Terms.

## 10. Additional Provisions.

- 10.1. We reserve the right, and you agree, to make changes to these License Terms from time to time, for which we will notify you of via your Account or email. Notice will be deemed received by you 24 hours after it is sent. Your use of the API or your Account in any way or your products or services after we have notified you of the changes means that you agree to them and they are effective immediately, unless otherwise stated term for their entry into force in the notification itself. The rule in this point shall apply mutatis mutandis to any other notices from us to you pursuant to these License Terms.
- 10.2. These License Terms supersede all prior agreements with the same subject matter between you and EPS.



- 10.3. For all issues not settled in these License Terms, the provisions of the current Bulgarian laws apply, and in case of disputes, the relevant Bulgarian court in the city of Sofia is competent to hear the case.
- 10.4. These License Terms are prepared in Bulgarian. In the event that you agree to a translation into another language, the version of these License Terms in Bulgarian shall prevail.



**Office**  
Bulgaria, Sofia,  
28 Jawaharlal Neru Blvd, Fl. 2



**Phone**  
+359 (0) 700 200 12



**Email**  
[office@easyps.bg](mailto:office@easyps.bg)