

GENERAL TERMS AND CONDITIONS OF IRIS SOLUTIONS OOD FOR REGISTRATION AND AUTHORIZATION OF INFORMATION TRANSFER



I. Definitions

Art. 1. (1) For the purposes of these General Terms and Conditions, the terms listed below shall have the following meaning, unless the context requires a different interpretation:

- **“Account”** means a payment account as per Art. 4, para. 12 of Directive 2015/2366/EU (PSD2);
- **“Account Information”** means Account related unaggregated data, such as Account Holder`s name, Account number, balances, transaction history, etc., except for “sensitive payment data” as per art. 4, para. 12 of PSD2, generated and administered by an “account servicing payment service provider” as per art. 4, para. 17 of PSD2 as a primary data controller;
- **"Service"** means facilitating of the request for and transfer of Account Information from the primary Account Information controller to a specified Service Recipient, upon initiation of a request by an Account Holder;
- **"Provider"** is "Iris Solutions" Ltd., UIC 204997709, with registered office and management address in the city of Sofia, 111B Tsarigradsko Shosse Blvd., Sofia Tech Park, Incubator Building, 1st floor, website: www.irisbgsf.com, and e-mail: bdo@irisbgsf.com licensed to provide account information services in accordance with Article 4, item 7 and item 8 of the Bulgarian PSPSA, registered in the Register of Licensed Payment Institutions in the Republic of Bulgaria, , administered by the Bulgarian National Bank,;
- **"General Terms and Conditions“** or **“GT&C”** means the present Service related terms and conditions of "Iris Solutions" Ltd. for registration of Account Holders and obtaining their consent for transfer of Account Information to the third-party Service Recipient;
- **“Account Holder”** is any individual of business organization, title holder of the registered Profile, holding an Account who has expressly and bindingly accepted these GT&C;
- **"Service Recipient"** is a legal entity with established in EU or in a non-EU jurisdiction, yet being a party to a personal data exchange recognition agreement with the EU, who has entered into an agreement with: (i) the Provider to receive the Service and (ii) the Account Holder on the terms of processing the Account Information;
- **“Profile”** means the account registered by and Account Holder with the Providers electronic system under art. 4 for the purposes of these GT&C.

(2) Unless the context otherwise requires, words used in the singular shall also mean the plural of those words, and words used in the plural shall mean the same words in the singular.

Art. 2. (1) By accepting the GT&C, each Account Holder agrees to comply with and be bound by them.

(2) By accepting these GT&C the Account Holder authorizes the Service.

(3) Service authorization is given in terms of a Service Recipient specified by the Account Holder`s at registration with the Provider.

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II. Service authorization

Art. 3. The provisions of this section apply to Account Holders who have entered into an agreement with a specific Service Recipient in term of processing of their Account Information and have given a valid Service authorization as per art. 4.

Art. 4. A valid Service authorization is given where the Account Holder has carried out the necessary installation and registration with the Provider by:

1. create a Profile by entering with the electronic system of the Provider;
2. unconditionally accepting these GT&C;
3. expressly giving a Service (data) processing consent in the form required by the Provider;
4. passing identification and verification, where applicable;
6. submitting other relevant information required by Provider, as it might be the case.

III. Terms and conditions for performance of the Service

Art. 5. To facilitate the Service, the Provider redirects the Account Holder directly to the media interface of the Account servicing payment service provider`s electronic system. In order to initiate the Service, the Account Holder makes a request by entering his access authentication data directly into the electronic system of the Account servicing payment service provider to allow access to and extraction of the Account Information. For avoidance of doubt, under no circumstances does the Provider have access to this data.

Art. 6. To enable the Service, the Account Holder, by accepting these GT&C, gives his express consent for the Provider to represent him before the relevant Account servicing payment service provider for the purposes of the Service.

Art. 7. The Account Holder is responsible for the storage and use of his authentication data. Each requested Service, confirmed by the Account Holder through entering the authentication data (codes, passwords, etc.) into the Account servicing payment service provider`s electronic system is considered requested by the authorized user of the Profile.

Art. 8. The Profile identifier data provided by the the Account Holder, is used solely to confirm a requested Service, and this will only be done upon duly submitted request and/or consent from the Account Holder. The Provider and its subcontractors do not have access to the Account Holder`s identification information to the relevant Account servicing payment service provider and cannot operate these Accounts.

Art. 9. The Provider is not responsible for the content of the information received from the Account servicing payment service provider.

Art. 10. The Provider performs the Service upon receipt of the requested Account Information originated from the relevant Account servicing payment service provider`s electronic system . For avoidance of doubt, the Provide shall not store or process otherwise the Account Information unless set forth in these GT&C or where the Account Holder has given preliminary express consent on such processing, including on the purpose and the means for doing it.

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Art. 11. The Provider will make efforts, but does not undertake, to continuously provide the Service though, reserving the right to terminate it without prior notice. The Provider has the right to make changes to the functionality of the Services, including limiting it, disabling access to it, without prior notice to the Account Holder. The Provider will make all reasonable efforts to notify the Service Recipient in advance of planned changes in functionalities or termination of access to the Services. The Provider shall not be liable to the Account Holder under this clause.

Art. 12. The rules of access, operation and use of the Account Information transferred to Service Recipient subject to the Service are governed entirely by the contract between the Account Holder and the Service Recipient, and the Provider shall not be held responsible for any breaches and damages thereof, unless the applicable law premisses so.

IV. Termination and change of access and functionality of the Service

Art. 13 The authorization given to the Provider by the Account Holder, under these GT&C is terminated as follows:

1. The Account Holder has the right to terminate the authorization at any time to the Provider.
2. The Provider may immediately terminate the Service, if he violates any part of these GT&C, including under one of the following Conditions:
 - upon request by the Service Recipient in case of death or incapacity of the Account Holder, or where the Service Recipient has presented data reasonably demonstrating that the Account Holder uses the Account Information for the purpose of fraudulent, illegal or unethical activity or allows a third party to do so;
 - in the event of failure of the Account Holder to provide necessary information (required by the Provider within a reasonable time);
 - when the Account Holder is using the Service in a way that violates the rights of third parties or takes any actions that could endanger the security or harm the good name and reputation of the Provider.
3. Apart from the cases under item 2, the Provider has the right to terminate the Service registration by sending at least 2 months written notice.

VI Others

Art. 14. (1) If an Account Holder notices a malfunction when using the Service, as well as if he wishes to make a complaint related to the given Provider authorization hereunder, he can contact the Provider using the correspondence details specified below:

Iris Solutions Ltd

UIC 204997709

Address: Sofia, 111B Tsarigradsko Shose Blvd., Sofia Tech Park, Incubator Building, 1st floor

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Email address: bdo@irisbgf.com

(2) The Provider will consider the request and notify the Account Holder electronically of its decision within 7 days. In the event that the deadline cannot be met and/or additional information is required, the Provider will notify the Account Holder electronically.

(3) In the event that the Provider does not accept the Account Holder's complaint, he may refer the dispute to the Commission for Consumer Protection in Bulgaria. The commission's assistance can be requested after the dispute has been referred for resolution by Iris Solutions OOD and a decision is available - address: Sofia 1000, Slaveykov Square No. 4A, phone 02/9330 589, website www.kzp.bg ; e-mail: adr.els@kzp.bg.

(4) When the dispute relates to contracts for online sales or services, the electronic platform for online resolution of consumer disputes may be used for its resolution: <http://ec.europa.eu/odr>.

Art. 15. In the event that the Account Holder undertakes Service initiation through other communication channels as well as for using additional functionalities, additional general conditions may also apply in the relationship between the Provider and the Account Holder.

Art. 16. (1) The Provider has the right to change these GT&C, as for this purpose he sends a notification to the Account Holder in advance. A notice of the change to the GT&C is also posted on the Provider's website, at least 2 months before the change takes effect, providing a new version of the GT&C.

(2) The changes to the GT&C are effective against the relevant Account Holder only if he accepts them. In the event that the Account Holder does not accept relevant changes to the GT&C, he should notify the Provider, through one of the contact methods, before this change has entered into force. Otherwise, it will be considered that the Account Holder has accepted the change. In the event that the Account Holder does not accept the relevant amendments to the GT&C, the Provider may partially or completely limit the use the processing of Service requests.

Art. 17. In the event that a provision of these GT&C is declared by a court or other similar institution to be invalid, illegal or unenforceable, regardless of this, all other unaffected provisions shall remain in full force and effect.

Art. 18. For cases not regulated by these GT&C, the applicable law of the Republic of Bulgaria shall apply.

These General Terms and Conditions have been published on 01.05.2021

Last modified: 8.11.2024