



## GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES FOR PRIVATE INDIVIDUALS

**ProCredit Bank (Bulgaria) EAD**, UIC 130598160, having its seat and registered office at: 26 Todor Aleksandrov Blvd., 1303 City of Sofia and e-mail address: [contact@procreditbank.bg](mailto:contact@procreditbank.bg) is a company registered in the Republic of Bulgaria and entered in the Commercial Register and the Register of Non-profit Legal Entities kept with the Registry Agency of the Republic of Bulgaria.

The company operates as a Bank pursuant to a Licence issued by the Bulgarian National Bank (BNB), in its capacity of the competent supervisory body for the BANK's activities. As a payment service provider, **ProCredit Bank (Bulgaria) EAD** (the BANK) provides payment services and performs related payment transactions, which are subject of these General Terms and Conditions.

### I. GENERAL PROVISIONS

Wherever used in these General Terms and Conditions for Payment Services (GTCPS), the following terms and acronyms have the following meanings:

**CLIENT** – any private individual, who is a counterparty to a specific legal relationship, regulated by these GTCPS and is a payment service user and who under contracts for the provision of payment services carries out activities other than their trade or profession and who meets the requirements of §1, item 40 of the Payment Services and Payment Systems Act (PSPSA).

**ACCOUNT HOLDER** – the person in whose name an account is opened.

**USER** – any private individuals (account holder or person authorised by the account holder), who has access to the ProB@anking Internet banking or the Mobile banking – ProCredit Mobile.

**CARDHOLDER** – any private individuals, entitled to administer the funds available on the account of the ACCOUNT HOLDER via a payment instrument – debit or credit card.

1. These GTCPS shall set out the general relations between the BANK and the CLIENT/CARDHOLDER/USER in relation to the payment and/or other bank services provided by the BANK.

2. To use the services subject to these GTCPS, the CLIENT shall owe the BANK fees and commissions as set out in the BANK's effective Tariff for Private Individuals. The Tariff, the Interest Rate and Currency Bulletins of the BANK shall form an integral part of these GTCPS.

3. The CLIENT shall maintain sufficient balances in his/her accounts to cover his/her obligations and authorises the BANK with the right to debit his/her accounts with the relevant fees and commissions, as follows:

- fees indicated in the Tariff as payable in foreign currency shall be collected in EUR at the fixed exchange rate of the Bulgarian National Bank on the day of the transaction, applied by the BANK;
- fees indicated as taxable under the Value Added Tax Act shall be inclusive of value added tax (VAT).

4. The BANK publishes on its website [www.procreditbank.bg](http://www.procreditbank.bg) the current version of the GTCPS, the Tariff, its Interest Rate and Currency Rate Bulletins. The Client must review their content regularly.

4.1. The BANK shall notify the CLIENT of any changes to the GTCPS, the Tariff and the Interest Rate Bulletin and of the dates from which the changes enter into effect upon a two months' written notice. In the cases where the change is to the benefit of the CLIENT – the change will enter into effect from the moment of its publication on the website of the BANK.

4.2. Where the CLIENT does not agree with the changes, the CLIENT will be entitled to terminate the Agreement with the BANK before the changes enter into effect – without quoting a reason and without owing any compensation or penalty. Where the CLIENT does not state explicitly his/her desire for termination of the Agreement with the BANK within the prescribed term and continues to use the services as per the Agreement, the CLIENT shall be deemed to have unconditionally accepted the changes.

5. Where the BANK expands the scope of the services it will be deemed that the CLIENT agrees with their terms when he/she starts using the new service. In such a case the CLIENT may not terminate the Agreement under the procedure of point 4.2.

6. The BANK provides the following types of payment services:

- depositing/operation with available funds to/from a payment account of a CLIENT with the BANK, as well as transactions related to the maintenance of the payment account;
- execution of payment orders (one-off and standing order payments);
- issuance of payment instruments (debit or credit cards, access to

Internet banking etc.).

7. The BANK provides payment services and executes payment transactions from/into an account maintained at the BANK, only on the order of the ACCOUNT HOLDER or respectively of a person duly authorised by the ACCOUNT HOLDER. Exceptions to the above are the following:

- debiting the account with amounts payable by the CLIENT: fees/commissions/expenses/interest/principal payments;
- enforcement execution as provided by a court or another competent authority;
- execution of an *ex officio* corrective transaction in the cases provided for in the Payment Services and Payment Systems Act and/or payment service agreements with CLIENTS.

8. The BANK shall monitor the lawfulness of the transactions related to the payment services provided by it, to the extent within its control and in accordance with the applicable legislation but shall not be held liable for actions based on forged documents or compromised and unauthorised access to payment instruments or accounts.

9. The BANK is entitled to decline the execution of a payment service and/or a related operation should it consider that the service/operation constitutes a violation of the existing regulatory framework of the country and/or of the internal regulations of the BANK. The BANK shall not provide reasons for any refusal.

10. To obtain a service provided by the BANK, the CLIENT shall prove his/her identity by presenting an up-to-date and valid identity document, of which the BANK is entitled to make a copy and keep it. Upon expiration of the validity period of the identity document presented by the CLIENT or the issuance of a new document due to loss, change in data, etc., the CLIENT shall be obliged to present an up-to-date and valid identity document at the BANK's office/through the ProB@anking Internet banking system/through the Evrotrust application before performing/requesting a payment service. In case such document would not be presented the BANK may refuse to provide the payment service requested and/or prevent access to (temporarily to block) remote access payment instruments (ProB@anking Internet banking, mobile banking – ProCredit Mobile, bank cards, digital portfolios). If a CLIENT is a citizen of more than one country, the CLIENT shall present to the BANK a valid identification document issued in accordance with the applicable laws of each of those countries. Each CLIENT – a foreigner shall also certify to the BANK his/her right of residence on the territory of the Republic of Bulgaria by presenting a visa or a personal residence document, where applicable. The BANK shall identify the authorised representatives or other persons legally entitled to receive information or to pursue actions of disposition on the account according to the procedures and in the manner specified in this section.

11. The BANK shall not be responsible for activities, including orders/account closures, performed by an authorised representative where it has not been duly notified of the withdrawal of the authorisation.

12. In cases of activities carried out by minors, they shall be subject to the regime of legal actions set out for minors, as laid down in the Persons and Family Act (PFA) and in the Family Code (FC).

13. Amounts available in the accounts of a deceased holder shall be at the non-cash disposition of the heirs or their authorised representative upon presentation of documents evidencing the inheritance rights of the claimants. The BANK shall process the orders for payment/closing the account within 30 days of the submission of documents proving the inheritance rights of the applicants. The amount transferred relating to benefits/pensions received for a period after the month in which the account holder died shall be refunded *ex officio* by the BANK to the territorial unit of the National Social Security Institute.

14. Operation with funds in an attached account shall be carried out in the fortnight period as of the receipt of a Permit by the authority which has imposed the attachment and the CLIENT shall be notified thereof via the ProB@anking Internet banking system. In the cases of imposing an enforcement/protective attachment on the CLIENT's accounts, the BANK shall take action to block the balances up to the amount of the imposed attachment/execution of the attachment on/from the CLIENT'S accounts, without prior notification to the CLIENT and without requesting his/her consent. For the administration of the attachment, the CLIENT shall pay a fee in accordance with the BANK's current Tariff, which shall be charged and deducted from the account on a monthly basis.

15. The BANK shall not be responsible for undelivered documents and correspondence in cases when a change in the CLIENT's contact information has occurred of which the BANK has not been duly notified.



16. The BANK shall strictly observe the anti-money laundering measures in compliance with the existing legislation and its internal regulations, and the CLIENT undertakes to meet all requirements enforced in this regard. The BANK and the CLIENT (each a party in its own right) shall undertake to conduct their business relationship in such a manner as to avoid violation of the applicable legislation and to avoid being subjected to any enforcement action by the European Union, the United States of America (in particular, the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC)), the UN Security Council and any other competent national or supranational body, which imposes restrictive measures, or sanctions or prohibitions that could have an impact on the business relationships between the parties. They are obliged to conduct their business relationships in a manner which prevents execution of transactions with persons or assets, in regard to which restrictive measures, or sanctions or prohibitions had been imposed.

## II. BANK ACCOUNTS

17. Bank accounts are payment accounts kept by the BANK and used for safekeeping of money and/or for performing payment operations. Each account is assigned a unified International Bank Account Number (IBAN) in compliance with the requirements of the Bulgarian National Bank (BNB) set out in an Ordinance.

## GENERAL PROVISIONS

18. The following types of accounts may be opened and held with the BANK:

- current account – for execution of payment transactions;
- deposit account – for holding funds payable on a due date (maturity date) or upon fulfilment of other previously agreed upon conditions for payment;
- FlexSave – for holding funds;
- payment account with basic features – for execution of basic payment transactions;
- other types of accounts, not named in these GTCPS, used for holding/disposal of money, which are serviced under terms and conditions set out in an Agreement.

19. The CLIENT owes the BANK a handling and maintenance fee according to the BANK's Tariff, which is deducted on a monthly basis at the end of the calendar month or on the day on which the account is closed. The CLIENT shall owe the full amount of the monthly fee for the respective month, regardless of the day of opening and/or closure of the account.

20. The BANK has a requirement to its CLIENTS to maintain a minimum balance in an amount set out in its Tariff or for execution of certain transactions. In case the commitment to maintain the minimum balance and to perform the minimum number of transactions in an account is not fulfilled, the BANK is entitled to close the account unilaterally and without any prior notice. The payment transactions ordered by the CLIENT shall be executed up to the required minimum balance amount in the account. In case of unavailability of funds in the account, the BANK may pay liabilities of the CLIENT for overdue receivables on loans, as well as monthly fees, from the minimum balance, and in such cases the maintenance of a minimum balance shall be considered violated and shall be restored by the CLIENT immediately.

21. The funds held in the accounts of a CLIENT with the BANK, irrespective of their number and currency, are guaranteed by the Bank Deposit Guarantee Fund (the Fund) up to the amount of EUR 100,000. An exception to this rule shall be guaranteed deposits of up to EUR 125,000 for a term of up to three months as of the time of receipt of the amount in the account of the depositor, or as of the time the depositor acquires the right to operate with the deposited amount, and shall be as follows:

- deposits of private individual resulting from real estate transactions for housing needs;
- deposits of private individual resulting from paid amounts in relation to the conclusion or termination of marriage, termination of employment or official contract, disability or demise;
- deposits resulting from insurance or social security payments or payment of compensations for damages for crime or sentence revoked.

22. The guaranteed amount shall be paid out by the Fund under the terms and conditions specified in Article 20 of the Bank Deposit Guarantee Act.

23. Guaranteed amounts in accounts with banks shall not be paid in accordance the terms and within the time limits set out in Article 11 and

Article 20, paragraph 8 of the Bank Deposit Guarantee Act.

24. For more information, the CLIENT may go to [www.dif.bg](http://www.dif.bg) and/or contact the Bank Deposits Guarantee Fund, at 27 Vladayska Str., Sofia, tel. +359 2 953 1217, e-mail: [contact@dif.bg](mailto:contact@dif.bg).

## OPENING AN ACCOUNT

25. A CLIENT account shall be opened after the BANK and the CLIENT conclude a Framework Agreement for Payment Services. The Agreement can also be concluded remotely in an electronic environment, by using the Evrotrust application and affixing a Qualified Electronic Signature ("QES") to the documents contained in the document package sent by the BANK. In regard to agreements concluded by QES the provisions of the Distance Marketing of Financial Services Act shall apply.

26. If a signed Framework Agreement is in place and access for using the ProB@anking Internet banking, or mobile banking – ProCredit Mobile, is granted, the CLIENT may enter into new agreements for current account/deposit account/FLEXSAVE via Internet/mobile banking, where each agreement will be considered executed as part of the fulfilment by the BANK of the request, submitted by the CLIENT and no signing of an additional express written contract will be required.

26.1. Any account of an ACCOUNT HOLDER who is an agricultural producer or a self-employed person registered under a Bulstat number, for which account, upon its opening, it has not been clearly specified by the ACCOUNT HOLDER that the account will be used thereby in a personal capacity, shall be considered and handled as an account held by an ACCOUNT HOLDER that is a legal entity, to which the GTC for payment services for legal entities are applicable.

## ACCOUNT STATEMENTS AND ACTIVITIES

27. The Account Statement contains information about all transactions conducted over a specific period of time and indicates the opening and closing balances in the account for the same period.

28. The information is provided to the ACCOUNT HOLDER electronically, via the ProB@anking Internet banking or, upon request from the ACCOUNT HOLDER, in hard copy at an office of the BANK.

## CURRENT ACCOUNTS

29. Each CLIENT of the BANK opens and maintains at least one current account with the BANK and a registration for the ProB@anking Internet banking and/or the mobile application – ProCredit Mobile. A current account makes it possible to use the widest range of payment services and payment transactions, as set out in the Tariff for Private Individuals of the BANK.

30. The availability of a current account is a precondition for opening/maintaining a deposit or a savings account at the BANK, because the activities for depositing or operating with funds in them are carried out through it.

## PAYMENT ACCOUNT WITH BASIC FEATURES

31. The BANK shall open and agree to maintain a payment account with basic features in accordance with Article 118 of the PSPSA pursuant to a Framework Agreement signed between the BANK and the CLIENT. The CLIENT may use payment services on the account and effect transactions in EUR and on the territory of Bulgaria, may receive information via SMS messages, may be issued a debit card, but may not be granted overdraft credit.

32. A CLIENT (resident or non-resident) of the BANK is entitled to open and use only one payment account with basic features and the account holder shall comply with the following conditions simultaneously:

- to reside legally in the European Union (within the meaning of PSPSA);
- to hold no payment account with the BANK or with another bank on the territory of the country.

33. For the services provided by the BANK, as set out in Article 118 of the PSPSA, the CLIENT shall owe fees as laid down in the Tariff of the Bank for Private Individuals, attached to these GTCPS. Where the funds received into the account are from salaries, pensions, social insurance and social assistance benefits and allowances, scholarships for pupils, students and PhD students and interest thereon and also for withdrawals of amounts from terminal devices of ProCredit Bank (Bulgaria) EAD under the conditions of Article 120a of the PSPSA, the CLIENT shall not owe fees.

34. The BANK may unilaterally terminate a framework agreement for a payment account with basic features, where at least one of the



following conditions is met:

- no payment transactions have been carried out in the payment account for more than 24 months;
- the CLIENT no longer resides legally in the European Union;
- the CLIENT has subsequently opened a payment account with another bank;
- the CLIENT has provided false information on the basis of which a payment account with basic features is opened/used;
- the CLIENT has deliberately used the payment account for illegal purposes;
- the CLIENT has violated the conditions of the framework agreement.

## DEPOSIT ACCOUNTS

35. A deposit account is intended for keeping money. The minimum deposit balance, the term, the interest and the currency shall be set out in the current Interest Rate Bulletin. The deposit account may not be used for making and receiving payments.

36. The deposit maturity date shall be determined in accordance with the date of opening of the deposit account and the agreed term. If there is a difference between the date of opening of the deposit account and the date of receipt of funds in it, the maturity date of the deposit shall be changed to the date of receipt of funds to the account.

37. The interest rate shall be fixed for the entire deposit term and shall accrue on the actual number of days: 365/360. The BANK pays the interest due to the CLIENT's current account upon maturity, unless otherwise agreed. If the deposit amount is below the minimum required balance, the BANK shall not accrue any interest.

38. The change in the interest rate announced in the Interest Rate Bulletin of the BANK shall apply as of the date of the first deposit maturity date after the notification. If the CLIENT does not agree with the change, the CLIENT may terminate the deposit on the maturity date. Should the deposit be terminated before the maturity date, the BANK shall not owe any interest.

39. At maturity, the deposit shall renew automatically for the amount available in the account for the same term and at an interest rate based on the effective Interest Rate Bulletin of the BANK at the date of renewal. If at the maturity date the BANK would no longer be offering deposits with the same term, the amount will remain on the account pending receipt of instructions from the CLIENT, but such amount will not bear interest.

40. Paying in of amounts and any transactions with part or the whole amount of the deposit as well as any change in its type and/or term before the maturity date will be deemed a breach of the deposit conditions, as a result of which the BANK shall not owe any interest on the deposited amount.

40.1. For deposits including expressly agreed advance payment of the interest – in case of a breach of the deposit agreement, the BANK shall reduce the available balance in the deposit account with an amount equal to the interest rate received in advance by the CLIENT for the period until the breach of the maturity date.

41. Any deposit of a CLIENT who does not maintain a current account at the BANK, after the maturity date, shall be converted into a demand deposit for handling purposes and the CLIENT shall owe a fee for it in accordance with the BANK's Tariff for Private Individuals. The BANK will not owe interest on the amount on the demand deposit for handling purposes.

## FLEXSAVE

42. FLEXSAVE is a product – a savings bank account for keeping money, which is offered only if the CLIENT has opened an account in EUR. The CLIENT keeps a sum of money in EUR in a savings bank account opened in his/her name, in an amount higher than the minimum balance provided for the product, for an unlimited period of time. The amount of the minimum balance and the interest rate shall be set out in the Interest Rate Bulletin. In the event of a change in the Interest Rate Bulletin affecting the FLEXSAVE product, the same is applicable to current CLIENTS two months after its publication on the Bank's website.

43. The interest shall be charged daily on the amount available in the money safekeeping account based on the actual number of days – 365/360 and shall be paid by the BANK into the CLIENT's current account once a month, at the beginning of the month following the month for which it is charged. Upon closure of the FLEXSAVE bank account for safekeeping of money, the BANK shall accrue interest for the period from the last due date to the date of closure of the account

and shall pay it, together with the amount available, to the current account of the CLIENT on the day of closure of the account.

44. The CLIENT may, through the ProB@anking Internet banking or the mobile application – ProCredit Mobile, make deposits to/withdrawals from the money safekeeping account without restriction, only through his/her current accounts with the BANK.

45. No transfers may be made from a FLEXSAVE account to other accounts, nor transfers from other accounts may be received apart from those, indicated in the previous point 44.

46. The CLIENT is able to check on daily basis through the ProB@anking Internet banking or the mobile application – ProCredit Mobile the balance on his/her FLEXSAVE account. The CLIENT may object in case of disagreement with the value of the interest amount, which has been credited to his/her account, within three days of its being credited.

## III. DEPOSIT AND WITHDRAWAL OF FUNDS

47. Deposit and/or withdrawal of funds with the BANK may be made in a currency corresponding to the currency of the bank account on which the banking transaction is carried out through the use of a safe deposit box and/or through the use of a cash collection service in the form of a valuable consignment, provided that the daily amount deposited in a safe deposit box may not exceed EUR 25,000 (twenty-five thousand euros) and/or the equivalent in another currency or the amount specified in the contract for the relevant service. This is a paid service which is provided under a contract.

Until 01.01.2027 the CLIENT may deposit money in the BGN currency, but only to an account in EUR, while such amounts will be credited in the currency of the account, and the conversion will be performed at the fixed exchange rate of BNB.

47.1. The CLIENT may not deposit in safe deposit box and/or through the use of a cash collection service coins, as well as damaged or outworn USD bills.

48. Depositing and/or withdrawing monetary funds with the BANK offices may be carried out by the CLIENT only by: using ATMs for depositing and withdrawing money in EUR bills and/or by using machines for depositing BGN or EUR bills, located in 24/7 self-service areas at the BANK's offices. The BANK shall credit the account of the CLIENT with the deposited amount with a value date the date of making the deposit. In case of deposit/withdrawal of amounts in a currency other than the currency of the bank account in which the deposit/withdrawal is reflected, the BANK credits/debits the account at the buy/sell rate announced by the BANK through its channels and the ProB@anking Internet banking. In instances of technical problems at ATMs for deposit/withdrawal and at machines for depositing BGN or EUR bills, it is possible that the deposit and/or withdrawal services will be temporarily unavailable to clients.

49. A fee/commission shall be owed for cash depositing and withdrawal as per the Tariff of the Bank for private individuals.

50. The BANK shall credit/debit the account of the CLIENT in the manner and within the time limit set out in the agreement concluded in that regard. If the CLIENT disagrees with the credit/debit of his/her account due to a discrepancy with the statements of account provided to him/her, he/she undertakes to inform the BANK through the ProB@anking Internet banking within 30 days of the crediting/debiting of the account.

51. If a technical problem arises when depositing cash, the BANK may refuse to credit the account with the amount indicated by the CLIENT until it makes a check to establish the exact amount of the deposit.

52. In case of force majeure events and/or impossibility to fulfil a request for withdrawal or deposit via a cash collection service, the BANK shall be entitled to refuse a request or to change the time limit for fulfilment of a request, and it must inform the CLIENT accordingly through its channels and the ProB@anking Internet banking.

53. In case of discrepancy between the document issued by a machine in the 24/7 self-service zone when using a service and the statement of a CLIENT, a check of the respective machine may be carried out at the CLIENT's request and the CLIENT shall owe a fee for it as per the Tariff of the BANK. If the audit establishes a technical/other error, the fee paid by the CLIENT shall be refunded thereto to an account.

## IV. EXECUTION OF PAYMENT TRANSACTIONS

54. A payment transaction is authorised, if the payer has given consent for its execution in the way agreed with the BANK and the transfer is in one of the following currencies: EUR, USD, GBP, CHF.

55. The ORIGINATOR of the payment shall be responsible for the





completeness and accuracy of the unique identifier (IBAN) of the account and the BIC code of the beneficiary's bank.

56. In the event that explicit instructions to execute a transfer order are not received, the BANK shall have the discretion to determine the method of execution.

57. In extraordinary circumstances, the BANK shall have the right to introduce temporary restrictions on the disposition of amounts in the bank accounts of private individuals by setting an aggregate or single limit for the day for withdrawals from ATMs/collections/others and for making outgoing payment(s) through the ProB@nking Internet banking or the mobile application – ProCredit Mobile. Disposal of funds requested in writing by the ACCOUNT HOLDER from the bank account, beyond the specified limit, may be made with the BANK's permission given on the next business day.

58. In case upon receipt of a payment order for a credit transfer, where the BANK is the payment service provider of the beneficiary, it is discovered that the IBAN indicated in the payment order and/or the beneficiary's name indicated in the payment order does not match the IBAN and/or the account holder's name, the BANK has the right at its own discretion to process the payment order to the IBAN indicated by the originator, make a request or return the transfer.

59. Return of an incoming transfer on an order by the beneficiary shall be considered an outgoing transfer and the CLIENT shall pay a fee in accordance with the Tariff of the Bank, as well as any fees and commissions additionally due, if any, to correspondent banks.

60. In case of transfers in USD, ordered with OUR expenses, the execution by the correspondent bank shall be without deduction of fees. Owing to the specificity of the banking practice in the USA, the beneficiary bank could possibly collect its expenses from the amount of the transfer, regardless of the requested instruction of the originator for bearing all expenses. In such a case the transfer is effected without requesting additional consent from the CLIENT and without submission of information by the BANK to the CLIENT prior to effecting the transfer.

61. The BANK shall effect transfers of funds on an order of the CLIENT provided that there are sufficient available funds in the account indicated thereby. The BANK shall not make partial payments on individual payment orders. If the transfer would not be performed the BANK will notify the CLIENT through the ProB@nking Internet banking.

62. In the event that the account of the CLIENT, requested for the execution of an ordered transaction, does not have sufficient funds for its execution, including in the event that the amount of the transfer exceeds the amount of the overdraft authorised on the account, the BANK, by exception, may execute the transaction by making the required amount available to the account, crediting it as an unauthorised overdraft and charging interest on the unauthorised overdraft in the amount set forth in the BANK's Tariff. The granted amount, including the interest charged thereon, shall become automatically due and payable on crediting the account with the granted amount. The BANK may collect its receivables from any current account of the CLIENT kept with it. Should there be no current accounts/funds in them, the BANK shall grant the CLIENT a 7 (seven)-day time limit for their repayment. If the CLIENT fails to repay his/her liabilities within the 7 (seven)-day time limit, the BANK shall have the right to collect them from available deposit accounts of the CLIENT and may take actions for collecting them before the courts.

63. The BANK is entitled to delay, stop or refuse execution of a payment order if:

- one or more of the prerequisites for processing the payment are missing;
- there are technical errors or inconsistencies in any electronic orders;
- there are doubts in the authenticity of the document;
- additional documents required for the payment are missing;
- national and/or international sanctions were imposed on organisations, institutions, persons or countries related to the specific payment order;
- restrictions exist under the applicable law and/or applicable rules for the execution of the relevant payment transaction and/or the agreed terms under which the account is held;
- the transfer is to an offshore area or a person registered in an offshore area;
- the transfer is connected in any way whatsoever with virtual currencies and/or crypto currencies;
- payment transactions are linked in any way to private individuals, legal persons, organisations, entities or states/jurisdictions sanctioned or prohibited from providing financial services pursuant to UN Security Council resolutions or EU regulations and decisions adopted in

connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfilment of other objectives of the international community;

- payment transactions are associated with persons or countries/jurisdictions sanctioned by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC).

64. The BANK is entitled to refuse crediting the CLIENT's account with funds received via transfer in his/her favour, in case:

- the transfer is ordered from an offshore area or by a person registered in an offshore area;
- the transfer is connected in any way whatsoever with virtual currencies and/or crypto currencies;
- payment transactions are linked, in any way, to private individuals, legal persons, organisations, entities or countries/jurisdictions sanctioned or prohibited from providing financial services under UN Security Council resolutions or EU regulations and decisions adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfilment of other objectives of the international community;
- the payment transactions are related to persons or countries/jurisdictions sanctioned by OFAC, the UN Security Council and any other competent national or international authority;
- it would run counter to an internal BANK policy.

65. In fulfilment of the sanctions policy of the EU and of ProCredit Group the Bank will not effect inbound and outbound transfers, oriented at or implying a connection to Iran, North Korea, Myanmar (Burma) and Cuba (only in connection with payments in US Dollars or implying a connection to USA), as well as such oriented at or implying a connection to regions and occupied territories in Ukraine – the Crimea region and Donetsk, Luhansk and Kherson territories and Zaporizhzhia. It is possible for such transfers to be blocked by the Bank or by its correspondents, for additional documents to be required or for the amounts ordered to be lost/delayed. In this sense the client is advised to refrain from transactions and business relationships with persons and organisations from the states indicated above. The list of states of the sanctions policy of the EU are kept current by publication of changes in accordance with Commission Delegated Regulation 2016/1675.

66. The CLIENT is informed and acknowledges that depending on the type of transaction, the BANK may require additional documents/data in order to process the ordered transaction or inbound transfer (invoices, contracts, declarations, etc.). If the BANK cannot execute an order for an objective reason (e.g. Force Majeure circumstances, wrong orders), it shall promptly inform the CLIENT. The notification shall release the BANK from liability for the non-execution.

67. The BANK shall determine timeframes for acceptance and execution of payment orders within the business day. Payment orders received on Saturdays, Sundays, official holidays, or after the respective hour set out in item 72 of the GTCPS, shall be considered to be received on the following business day.

68. For payment transactions in EUR in the cases where the payment service provider of the beneficiary is located on the territory of EU and EEA, the BANK shall ensure that the amount of the payment transaction be credited to the payment account of the beneficiary's payment service provider not later than the end of the first business day after it is received.

69. For payment transactions outside the EU and EEA, the BANK shall ensure that the amount of the payment transaction is credited to the account of the beneficiary's payment service provider not later than the end of the fourth business day after it is received.

70. The CLIENT may, at all times but before his/her account is actually debited, cancel a payment and withdraw a submitted payment order. After debiting his/her account, the CLIENT shall owe a fee as per the Tariff of the BANK for any change/cancellation of a transfer, tracking of an executed transfer or transmission of a transfer.

71. When making the payments, the BANK shall comply with the requirements of Regulation (EU) 2023/1113 of the European Parliament and of the Council of 31 May 2023 on information accompanying transfers of funds and certain crypto-assets, as well as other effective legislation.

72. A standard transfer in EUR, USD, GBP and CHF will be executed on the same business day until 17:00 hrs.; a standard cross-border transfer in EUR to a bank outside Bulgaria and within SEPA will be executed on the same business day until 15:00 hrs.; an express

transfer with date of execution the same business day in EUR and USD ordered by 17:00 hrs./in GBP ordered by 12:00 hrs. shall be executed within the business day of receipt of the payment order at the BANK, and payment orders received after the above-mentioned deadlines will be executed on the next business day. The BANK shall execute orders for immediate transfer in EUR of amounts up to a certain limit, set by the Bank and announced as a permissible amount at the [www.procreditbank.bg](http://www.procreditbank.bg) website, but not exceeding the maximum limit, in compliance with the rules of the SCT Inst Scheme of the European Payment Council, 24/7, each calendar day of the year, with immediate processing after completing all requisite checks including, but not limited to such related to the authentication of the originator, the availability of funds for effecting the transfer, the accessibility of the beneficiary's bank. The Bank is not responsible if the beneficiary's payment service provider would not be accessible via the immediate payments system. The Bank is not offering immediate payment for public budget, regular and mass transfers.

73. ProPay is a system for express foreign currency payments between CLIENTS of ProCredit banks. Countries in which ProPay transfers may be made between clients of ProCredit banks are: Albania, Bosnia & Herzegovina, Bulgaria, Germany, Georgia, Kosovo, North Macedonia, Romania, Serbia, Ukraine, Moldova and Ecuador.

74. The BANK shall credit the beneficiary's account with the amount of the transfer received with a value date no later than the day on which the amount is received in its account, except in the cases referred to in p. 63, p. 64 or p. 65. The BANK accepts incoming instant payments in EUR, 24/7, every calendar day of the year, with a value date the calendar date on which the respective instant payment is accepted.

#### **V. FEES/COMMISSIONS/COSTS/EXCHANGE RATES**

75. The CLIENT shall pay all fees, commissions, interest (agreed and/or awarded) in accordance with the effective Tariff of the BANK. In case of non-payment, the BANK has the right to collect its receivables *ex officio* from any of the accounts of the CLIENT, including from any deposit and FLEXSAVE account, regardless of their currency of denomination. Should receivables be collected from an account in a foreign currency, the amounts shall be calculated at the BNB fixed exchange rate on the day and time of the transaction. In case there are no sufficient funds in the CLIENT's accounts to cover a liability for a fee/commission on the day when the liability to pay arises, the BANK shall debit the amount due from the account in which the liabilities are kept with which the payment of the relevant fee/commission is related. The BANK shall charge penalty interest as per the Tariff of the BANK on the receivable fees and commissions until the moment of repayment thereof. Receivables are due and payable at the time of their occurrence, therefore, in the event that the CLIENT does not repay them within 7 (seven) days, the BANK has the right to deduct them from the account of a person related to the CLIENT or to bring an action in court for their collection.

76. Provided a transfer is ordered by a CLIENT of the BANK in any of the currencies of the states of EU and EEA and to a beneficiary whose payment service provider is located in the territory of the EU and EEA, the BANK shall process such operation charging the payer all fees and commissions owed to the BANK for the provided payment service, and the beneficiary shall pay the fees and commissions for his/her payment service provider.

77. In case of transfer in favour of a beneficiary, whose payment service provider is located in the territory of the EU and EEA or transfer in a currency, different from a currency of the states of EU and EEA, in favour of a beneficiary whose payment service provider is located in the territory of the EU and EEA, the BANK will execute the operation as agreed with the CLIENT.

78. Where the BANK executes payments in the country and/or abroad, the BANK may request from the CLIENT to present all documents required under the effective Bulgarian laws and documents considered compulsory by the BANK in relation to the respective payment. The BANK reserves its right to make corrections to instructions of the CLIENT, should such instructions breach the expressly indicated rules for calculation of fees, including legally set ones.

79. The BANK buys and sells foreign currency at the current buy/sell exchange rates, announced by the BANK via the channels of the ProB@nking Internet banking/the mobile application – ProCredit Mobile, and at its bank offices. Any changes in the respective buy/sell exchange rates resulting from changes in the reference exchange rates and market levels shall become effective immediately upon their announcing via the channels of the ProB@nking Internet banking/the

mobile application – ProCredit Mobile.

80. All losses and damages incurred on the foreign currency accounts and resulting from compliance with the applicable laws and regulations with regard to the currency regime in the country shall be borne by the CLIENT. The CLIENT shall bear all consequences regarding the compliance with the currency laws and regulations, restricting or prohibiting the right of disposal of the funds held in such accounts, including the operations/transactions that may be effected with the funds.

81. All payments and transactions regarding accounts in currencies other than the national currency shall be effected in the currency in which the account has been opened unless the BANK has agreed to execute payments in currencies other than the currency of the account at the express order of the CLIENT. Unless otherwise instructed by the CLIENT, all transactions in currencies other than the currency of the account shall be converted into the currency of the account at the respective exchange rate of the BANK at the time of executing the operation. When a transfer in a currency other than the currency of the account would be received to the account of the ACCOUNT HOLDER, the BANK will credit the amount and convert the amount received using the exchange rates announced by the BANK for that day, as in effect at the moment of crediting the account.

#### **VI. BANK CARDS**

82. The bank cards (debit/credit) are technical tools for remote electronic access by the CARDHOLDER to the amounts into the current account of the ACCOUNT HOLDER in EUR with the BANK and are designed for his/her identification when making non-cash payments in purchasing goods and paying for services, cash withdrawals, depositing funds in ATMs or deposit cash machines in the 24/7 self-service zones of the BANK and in execution of other operations.

83. A Visa International debit/credit card may be issued to any legally capable resident private individual of age – a Bulgarian citizen, as well as to any legally capable foreign private individual of age, in compliance with Bulgarian laws. All persons, to whom debit cards are issued by order of the ACCOUNT HOLDER, shall be CARDHOLDERS of secondary cards issued to the current account of a private individual. The CARDHOLDER's name will be written on the card – the person who physically holds the card.

84. An International Visa debit card is issued to an opened current account in EUR on the grounds of a signed Framework Agreement for Payment Services between the BANK and the CLIENT and/or submission of a request for issuing of a debit card in person at an office of the BANK or via the ProB@nking Internet banking / the mobile application – ProCredit Mobile. The request and the card issued to it shall have the validity of a contract signed for the respective product. The BANK reserves the right to refuse to approve any request for the issuance of a card and, respectively, the conclusion of an Agreement and the issuance of a card, without stating the reasons for this.

85. The BANK may issue multiple debit cards to one current account – one principal, for which only the ACCOUNT HOLDER may be a CARDHOLDER and secondary cards, on which a third party private individual may be a CARDHOLDER. A party to the agreement for issuing of a secondary card is the third person CARDHOLDER, but the contract shall be concluded with the consent of the primary CARDHOLDER who is the ACCOUNT HOLDER of the account. The name of the third person shall be written on the face of the secondary debit card issued. The BANK shall issue the debit card within three business days as of the day following the day of the request and payment of the fees due in accordance with the Tariff of the BANK. For each issued Card the Bank shall also issue a PIN, which is provided in an electronic version through the CARDHOLDER's via the ProB@nking Internet banking after activation of the Card. In the case of reissue, the PIN shall be provided electronically on the next business day. At the BANK's discretion, the PIN may be issued on paper and delivered within the time limits specified above in point 85.

86. The issued debit card (and in the cases where a PIN code is issued on paper) shall be sent to the delivery address, indicated by the CLIENT, after payment of the fees due in accordance with the BANK's Tariff or if their receipt at a BANK office has been requested – will be kept at the office of the BANK, where their receipt was requested. Provided they are not collected and/or activated by the CARDHOLDER for a period of six months as of their issuance within the said term, the card and the PIN shall be destroyed/deactivated, and the contact shall be deemed terminated.

87. The validity period of the debit/credit card is seventy-two calendar



months and expires on the last day of the seventy-second month indicated on the card. Upon expiry of its validity or upon termination of the Agreement, the card should be destroyed by the CARDHOLDER by destroying the integrity of the chip and the magnetic tape on the plastic body.

88. In case of theft, loss, damage or upon expiry of the validity period of the card, the debit/credit card may be reissued/renewed for a new period of seventy-two months – *ex officio* at the discretion of the BANK and/or if a CLIENT's request for reissuance/renewal is registered in the ProB@nking Internet banking or in the mobile application – ProCredit Mobile, subject to the same conditions, settings and personal data of the CARDHOLDER. The new card has a new number, a CVV (confirmation code), a new electronic PIN (personal identification number) for withdrawal/deposit at an ATM/machine for depositing amounts, and a special 3D static password for payment confirmation via the Internet. The reissued/renewed card shall be delivered by courier, to the official address for correspondence with the BANK indicated by the CARDHOLDER (in case of *ex officio* renewal) / to the delivery address indicated in the request for card issuance/reissuance registered in the ProB@nking Internet banking/the mobile application – ProCredit Mobile, by the CLIENT (in case of a registered request). The CARDHOLDER shall bear the risk of non-delivery of the shipment in the following cases:

- incorrect or incomplete correspondence address;
- if not received, the card shall be returned to the CARDHOLDER's servicing office of the BANK, from where the CARDHOLDER may receive it within the time limits stated in these General Terms and Conditions for Payment Services. In these cases, the BANK shall not refund to the CARDHOLDER the fee deducted for delivery at an indicated address.

89. If there is a discrepancy between the number or the names shown on the face of the card and the one shown in ProB@nking Internet banking/the mobile application – ProCredit Mobile, or in the envelope containing the PIN, the CARDHOLDER shall notify the BANK within 3 business days and return the card for reissue.

90. The BANK shall activate the card:

- after establishment of the identity of the CARDHOLDER via the ProB@nking Internet banking/the mobile application – ProCredit Mobile, or in person at an office of the BANK, where the data provided by the CARDHOLDER match the data recorded in the information system of the BANK, the card shall be activated;
- to be able to execute non-cash payments with the card via a POS terminal the CARDHOLDER shall change the received PIN code of the card to a code of his/her choice to an ATM terminal device. In all cases, operation of the card shall be possible only after its activation.
- The BANK shall be entitled to register automatically the card for confirmation of payments via B-Trust (or another specialised application for mobile devices).
- A 3D static password or a PIN code will be received via the ProB@nking Internet banking/the mobile application – ProCredit Mobile, or in hard copy in an envelope sealed together. The 3D static password is known only to the CARDHOLDER, it is unique and used for payments in Internet. The CARDHOLDER may change it at any time through the ProB@nking Internet banking system. In case of five wrongly entered 3D static passwords the same will be automatically blocked. If the 3D static password is blocked or forgotten, the CARDHOLDER may request from the Bank a temporary password, which should be changed within 24 hours.

91. The CARDHOLDER may block an active debit/credit card and/or submit via the ProB@nking online banking system/the mobile application – ProCredit Mobile, a request for issuing a new debit/credit card/provision of a new PIN in the following cases:

- destruction or damage of the active card;
- loss or illegal seizure of the active card;
- forgotten PIN code, for which the CARDHOLDER shall pay a fee in accordance with the current Tariff of the BANK;
- suspected unauthorised card payments.

92. The following transactions may be performed with a debit/credit card:

- cash withdrawals/deposits at ATM/POS terminals/EUR cash deposit machines, owned by the BANK;
- payments for purchase of goods and services on POS terminals/via Internet;
- payment of recurring obligations via ATMs;
- receipt of statement of balances in current accounts and performed transactions via ATMs;

- change of PIN via ATMs;

• the Visa Cash Back service may be carried out on POS terminals having the service logo and located in retail outlets on the territory of the country. The cash-back amount on purchases is not more than 100 EUR. The cash-back amount reduces the 24-hour cash withdrawal limit of the Visa debit/credit card.

93. The CARDHOLDER gives his/her consent prior to the execution of the payment transaction (payment order) or a series of payment transactions through a bank card as a payment instrument in writing, electronically or by means of telecommunication, which shall be certified as follows:

- with or without entering a PIN for executing the particular payment service; or
- by entry and/or registration in Internet of card data by the CARDHOLDER – bank card number, expiry date, CVV2/CVC2 code and confirmation via a specialised application for mobile devices (B-Trust Mobile etc.), which shall serve for electronic identification and signature; or
- by entry and/or registration in Internet of card data by the CARDHOLDER – bank card number, expiry date, CVV2/CVC2 code (three digits, printed on the back of the payment instrument) and confirmation, by entering a 3D static password and by entering a one-time password (3D security code). The 3D security code is dynamic and received via an SMS message to a CARDHOLDER's mobile telephone, registered in the information system of the BANK. The received 3D security code shall be entered one-time by the CARDHOLDER at the time of the purchase of specific goods/services on websites of merchants supporting the use of Visa Secure and aims to ensure the execution of the payment; or
- by providing card details to a supplier of goods and/or services and authorising the latter to use it for payment by the CARDHOLDER via means of telecommunication – number and validity of the bank card, CVC2/CVV2 code.
- by using a digital portfolio (APPLE PAY/GOOGLE PAY etc.). The addition of the card to a digital portfolio will be made after express confirmation from the client and applying enhanced verification of the identity by confirmation after logging into the ProB@nking Internet banking and entering a 3D security code, a 3D static password or confirmation via a specialised application for mobile devices (B-Trust Mobile etc.);
- via the Visa Click to Pay service (the service stores and protects card data – bank card number, expiry date, CVV2/CVC2 code). It enables the CARDHOLDER, who has registered his/her cards for it, to make payment in Internet without entering the card data at the merchant's website) and confirmation via a specialised application for mobile devices (B-Trust Mobile etc.) or entry of a 3D static password and a one-time password (3D security code).

94. Each CARDHOLDER of a Visa card issued by the BANK may use the VISA+ service, which enables receipt of funds into the card via the telephone number, under which the client is registered in the Bank for receiving a 3D dynamic security code. The service shall be activated only following submission of request for registration to the Bank via the ProB@nking Internet banking or via a request lodged at a branch of the Bank. The service may be requested and applied only for one card of a CARDHOLDER.

95. The CARDHOLDER of a Contactless Visa card issued by the BANK may use the contactless payment at POS service in retail outlets in Bulgaria and abroad, designated with the service logo PayWave.

- when a contactless payment is up to EUR 50 or its equivalent in the currency of the relevant country, the order shall be completed without entering PIN;
- when the contactless payment is above the amount of EUR 50 or its equivalent in the currency of the relevant country, the order shall be completed contactless or by contact depending on the requirements of the relevant country and after entering a PIN.
- A confirmation PIN code will also be required in cases where contactless payments exceed 5 consecutive transactions and/or a total amount of EUR 150.

96. The BANK sets a maximum limit and/or number of payments to be executed using the debit card as follows:





Limit	Debit card/Visa	
	for 24 hours	for 7 days
Withdrawal from ATM	EUR 1,000	EUR 5,000
Payment via POS	EUR 5,000	EUR 15,000
Total limit (ATM and POS)	EUR 6,000	EUR 15,000
Number of transactions (ATM and POS)	50	150

97. If the CARDHOLDER disagrees with the set limits, he/she shall have the right to notify the BANK to this effect before they enter into force by terminating the Contract for the use of the card and to stop using the plastic body. The increase of the above-mentioned limit is performed with the BANK's consent and shall require compulsory registration for SMS notification of the transactions executed with the card.

98. The CARDHOLDER undertakes to use the debit/credit card issued to him/her and the PIN/3D static password in his/her possession only personally, not to provide them to third parties and to take due care to protect them from unauthorised access. The CARDHOLDER has the right, through an ATM terminal device in the territory of the country, to repeatedly change his PIN with a new one.

- The CARDHOLDER is obliged not to store PIN/3D static password information together with the card. The CARDHOLDER is obliged to keep the card and PIN/3D static password information in such-a way as to prevent third parties from knowing them.

- The CARDHOLDER is obliged not to provide PIN and 3D static password information to third parties, including employees of the BANK, except in the case of making payments on the sites of merchants participating in the Visa Secure program.

99. The CARDHOLDER is obliged to notify the BANK immediately in case of any suspicion of unauthorised disclosure of the PIN or 3D static password.

100. The BANK is not a party to the relationship between the CARDHOLDER and the merchant and shall not be liable for any disputes regarding the terms of purchase, delivery, quality and quantity, prices, warranty terms and conditions, etc.

101. A CLIENT/CARDHOLDER may dispute without undue delay in writing before the BANK any unauthorised or incorrectly executed transactions, fees and commission, as reflected in the account statement for the relevant period, accessible 24/7 via the BANK's ProB@nking Internet banking but no later than three business days from the execution of the transaction and the charging of the fee or the commission. transactions not disputed within this term shall be deemed approved by the CLIENT. If there are any grounds, the BANK shall correct a payment transaction, if it has been notified about it in time. The CLIENT/CARDHOLDER may not dispute transactions by secondary cards, provided they were executed with the intention of damage or negligence by the CARDHOLDER of a secondary card. A condition for disputing of transactions not authorised by the CLIENT shall be to provide to the BANK a copy with an incoming reference number of a complaint to the competent authorities (Police/Prosecutor's Office), by which the CARDHOLDER notifies them of the unauthorised use of his/her bank card. When, upon submitting a transaction dispute form with the BANK, the CLIENT has not yet filed a complaint with the Police/Prosecution, the CLIENT shall present a copy of the complaint with an assigned reference number within three business days.

102. The BANK undertakes to cooperate for resolving cases of disputed transactions in accordance with the procedures and terms as per the established regulatory requirements in the country, the banking practice and the rules of the international card organisations Visa/National Card and Payment Scheme (where applicable), notifying the CLIENT/CARDHOLDER of the outcome of the investigation. In case of dispute by the CLIENT/CARDHOLDER of any payment, at his/her initiative, the BANK may start an arbitration procedure before Visa/National Card and Payment Scheme and all related fees and costs shall be borne by the CLIENT/CARDHOLDER. The BANK shall inform the CLIENT/CARDHOLDER of all actions to be taken in the dispute process, which may result in an obligation to pay extra fees and costs for the CARDHOLDER. After making a verification, the BANK shall correct/refuse to correct an unauthorised or incorrectly executed payment transaction and shall notify the CLIENT/CARDHOLDER within seven days of receipt of the claim. Where it is necessary to

collect information from other banks, card operators or third parties/institutions, the BANK shall notify the CLIENT/CARDHOLDER of the timeframe for its reply. In case of a groundless claim on the part of the CLIENT/CARDHOLDER, he/she will owe a fee in accordance with the effective Tariff of the BANK.

103. The BANK shall not be liable for the CARDHOLDER's losses caused by unauthorised use of his/her card for payments at Internet merchants due to third parties' knowledge of the 3D static password or the 3D dynamic security code. Any damages resulting from such transactions shall be for the account of the CARDHOLDER.

104. The BANK shall not be held liable for any direct or indirect loss to the CARDHOLDER, failure to make payments or loss of profit resulting from the use of the 3D static password or the 3D dynamic security code, as well as in case of any misuse of data or loss etc., resulting from the CARDHOLDER's improper storage of data.

105. The CARDHOLDER is obliged to contact the relevant Internet merchant to resolve any disputes regarding the specific terms of purchase of goods and/or services, delivery times, prices, warranty terms, insurance, etc.

106. Should the CARDHOLDER enter three consecutive incorrect PINs, the use of the debit card shall be automatically blocked. If the three consecutive incorrect PIN entries occur at an ATM abroad, the card may be withheld at the ATM. For its reactivation/reissue the CARDHOLDER shall file a Request, using the ProB@nking Internet banking service.

107. The transactions ordered by the CARDHOLDER shall be executed in the chronological order of their receipt at the provider, observing the requirements of Chapter Five of the PSPSA and shall be authorised only if they are within the coverage amount on the current account to which the card was issued and within the limits set for its use. Transactions with the card, which are not subject to authorisation, may be effected without availability of sufficient funds in the CARDHOLDER's account. The amount in excess of the disposable available balance in the account shall constitute unauthorised overdraft, on which interest shall be charged as per the Tariff of the BANK.

108. Transactions effected by the CARDHOLDER shall be authorised/approved/or rejected by the processor servicing the BANK at the time of their execution and the transaction amount shall be blocked until the transaction is accounted for on the account and may remain blocked for up to 30 days. The CARDHOLDER shall have the right:

- to request correction of the unauthorised or incorrectly executed payment transaction, where he/she is obliged to notify the BANK immediately, without undue delay, after he/she became aware of such an operation, not later than 13 months from the date of debiting the account. The CARDHOLDER shall be considered to have become aware of an unauthorised or incorrectly executed payment transaction no later than the time of receipt of the information referred to in Article 57, paragraph 1 or Article 65, paragraph 1 of PSPSA;
- to request reimbursement under the conditions and according to the procedure of Article 82 of PSPSA of amounts under already executed and authorised payment transactions, ordered by or through the beneficiary.

109. Payment operations using international debit/credit cards may be performed in currencies, different from that of the card account (incl. in case of online payments). In case a payment was made:

- in a currency other than that of the account – the amount will be converted into the settlement currency (EUR) at the rate of the Visa card scheme. The amount thus received will be converted by the BANK into the currency of the account, applying the card exchange rate at the time of debiting of the account.

110. The merchant shall have the right to require the CARDHOLDER to provide a personal identification document to verify the CARDHOLDER.

**VII. INTERNET BANKING**

111. The Internet banking of the BANK – ProB@nking, allows the CLIENT to have access to his/her accounts opened and held with the BANK and enables the CLIENT to operate with his/her accounts via Internet through his/her registered user and access rights assigned thereto.

112. The Internet banking of the BANK – ProB@nking, provides the CLIENT the option to use the following services: Information services:

- availability, movements, account statements;



- information about loans and deposit and FlexSave accounts;
- information about bank cards issued.

#### Payment and transaction services:

- transfers in EUR and foreign currencies;
- purchase and sale of currencies;
- utility bills and standing order payments;
- depositing in a safe deposit box;
- cash collection deposit/withdrawal;
- access and opportunity to submit digital requests and exchange of electronic documents in the Digital portal etc.

#### Execution of contracts:

• submitting requests for opening current/deposit/FlexSave accounts; for issuance of bank cards; and/or for provision of payments services and/or other services, with the request automatically becoming a concluded contract for the relevant service upon the provision of the service requested.

#### Other

- drawdown/repayment of amounts under credits;
- requests for issuance of certificates/reference letters;
- authorising third parties with rights in the ProB@nking Internet banking and/or in the bank IT system and such authorisation shall be considered signed by the ACCOUNT HOLDER by the act of requesting it in the ProB@nking Internet banking;
- management of personal data and changes related to user profile, relevant rights, limits, etc.;
- issuance, activation, blocking of bank debit/credit cards;
- requests for activation/de-activation of banking products and services, incl. changes of their parameters;
- compile or amend a list of trust accounts – list of bank accounts, the payments to which will be made by identification and authorisation only by user name and password, without applying enhanced verification of the identity. The compilation/amendment of the list of trust accounts is made by the ACCOUNT HOLDER/USER with full rights by way of confirming it using a uniquely generated application for mobile devices (B-Trust Mobile etc.) or a uniquely generated dynamic code (TAN) sent via an SMS message.

113. The ProB@nking Internet banking shall be automatically activated upon opening a current account and/or upon a request expressed by the CLIENT. In both cases the registration of the CLIENT for the service shall be considered to be a concluded contract and shall cover all accounts of the CLIENT with the BANK. ProB@nking Internet banking is accessed using Internet address: <https://uac.procreditbank.bg/> or <https://probanking.procreditbank.bg>, whereas the user shall identify himself/herself with a user name and password and/or a uniquely generated dynamic code (TAN) sent by a SMS/confirmation from a specialised mobile application. For the use of services in the ProB@nking Internet banking, the CLIENT shall owe fees and commissions in the amounts set out in the Tariff of the BANK Private Individuals.

114. Upon registration at an office of the BANK, any user of the service shall indicate a user name for access and shall provide a valid e-mail address to which the BANK shall send a temporary password for access to ProB@nking Internet banking, which the user shall certainly change on his/her first entry in system. The BANK shall not be held responsible if the user fails to receive the sent password due to technical reasons and/or irregularities caused by circumstances outside of the BANK's control or when another person has access to the indicated e-mail address and unlawfully avails of the accessible information. Upon online registration for the service/subsequent change of registration data, the BANK shall send a link to the e-mail address, specified by the CLIENT in the Banking Services Agreement, through which the CLIENT accesses the ProB@nking online banking system in a secure environment, where he/she defines his/her own username and password.

115. The BANK will apply procedures for enhanced verification of the identity of the user in order to authorise usage of the ProB@nking Internet banking. In order to use the service, the BANK also poses the following minimal technical requirements to the CLIENT: computer configuration/mobile device with installed operating system supporting usage of the service, access to Internet and a web browser. The BANK shall not be held liable if the CLIENT does not have the necessary licenses to use software products required for Internet banking or has not updated his/her anti-virus program or operating system and has become a victim of fraud and/or hacker attacks.

116. The BANK shall have the right to impose restrictions on the use of the system, including by blocking access to it and/or by introducing

additional requirements to the execution of transactions arising from the effective laws and/or the GTCPS with regard to information system security and/or in case of technical improvements of the product.

117. The BANK will provide access to the ProB@nking Internet banking system only to the CLIENT or to persons authorised by him/her by means of power of attorney, presented at an office of the BANK or registered in the ProB@nking online banking system.

118. The CLIENT is entitled to modify/withdraw the rights of the authorised persons/to authorize new persons with rights to operate the accounts by registering the respective change in the ProB@nking Internet banking system and confirming the change through a uniquely generated dynamic code (TAN) sent via SMS/using a specialised mobile application/by requesting in writing at the BANK's office.

119. The CLIENT has a 24/7 option to withdraw via the ProB@nking Internet banking system the powers of users, registered in the system, by terminating their access to the banking. The resorting to this functionality serves to restrict the rights of users, in regard to which the access is terminated only for the ProB@nking Internet banking system, but no other rights of the users are restricted for representation before the bank, which were provided to them in a branch of the bank. The rights of such consumers to ProB@nking Internet banking may be re-applied for according to the procedure agreed in these general terms and conditions.

120. In order to log in to the ProB@nking Internet banking system, make payments and/or request banking and/or other services electronically, the CLIENT must have completed one of the following identification registrations:

- to receive a uniquely generated dynamic code (TAN) sent via SMS;
- to use a specialised mobile application (B-Trust Mobile etc.).

Registration is done by using the ProB@nking online banking system or by any other means permitted by law. The mobile number on which the TAN will be received via SMS/registration confirmation code for the specialised mobile application shall be indicated by the CLIENT/authorised person. The change of mobile number/subsequent registration of the specialised application shall be done in the order of initial registration. In case the user has registered for the specialised mobile application for authorisation and additional identification in the ProB@nking Internet banking system, any subsequent registration of the user personally as a private individual/as a freelancer/as a legal representative of a legal entity/as a proxy will be linked to the existing registration in the specialised mobile application. The BANK reserves the right to change the means of identification, authorisation and the combination thereof, only after prior notification to the CLIENT to that effect.

121. The BANK shall not be responsible if the USER does not receive the SMS sent due to absent contractual relations with the mobile operator and/or technical reasons related to the mobile operator or technical devices of the user (e.g. absent coverage, roaming coverage, turned-off telephone, etc.) or if the user has changed his/her telephone number and has not notified the BANK thereof, as well as in cases of loss or theft thereof.

122. The BANK shall accept the positive validation of the password and the other means of electronic identification and authorisation provided to the user as sufficient evidence of his/her identity.

123. The CLIENT, including users other than the CLIENT, shall be responsible for all their actions in the ProB@nking Internet banking upon receiving access to it. All documents/groups of documents, orders (requests) signed with a uniquely generated dynamic code (TAN) sent by SMS/confirmed through a specialised mobile application shall be deemed to be signed with an ordinary electronic signature within the meaning of Article 13, paragraph 1 of the Electronic Documents and Electronic Trust Services Act (EDETSA). The BANK and the CLIENT agree that the electronic signature affixed by the CLIENT/by a person authorised thereby shall have the effect of a handwritten signature in their relations, pursuant to Article 13, paragraph 4 of the EDETSA.

124. When using the ProB@nking Internet banking, the CLIENT unconditionally consents and authorises the BANK to enter electronic messages for the respective payment orders in the payment systems in compliance with the Payment Services and Payment Systems Act and BNB Ordinance No 3 on the Terms and Procedures for the Execution of Payment Transactions and the Use of Payment Instruments.

125. The BANK shall process the received documents in the order, according to the terms and timeframes set out in the effective laws and these GTCPS by executing orders submitted in the form and content required by law.





126. The BANK is entitled to set limits on the performance of payment operations via the ProB@nking Internet banking and to apply restrictions, as well as to introduce additional requirements, incl. procedural ones, if so required for ensuring compliance with current legislation of maintaining the level of security in accordance with the technical standards and conditions for internet/mobile banking.

127. The BANK is not responsible for:

- the consequences arising from wrong and/or incomplete order/request/application submitted in person at an office or via the ProB@nking Internet banking;
- for damages and benefits foregone as a result of inaccuracies or errors during the submission of information, technical problems and force majeure circumstances.

128. The time of receipt and the content of the payment orders and/or documents received by the BANK shall be established and verified by the BANK's information system.

129. When performing transactions involving currency conversion, the currency shall be converted at the exchange rate in the up-to-date currency bulletin of the BANK valid for the day and time of receipt of the order, provided that the parties have not agreed otherwise.

130. In order to prevent abuses, which could result in damage to the CLIENT, if the Bank would have suspicions of improper access to the Service and/or the execution of a certain operation/transaction would be ordered via compromising the user's profile and/or the means of identification, the BANK will be entitled:

- to block the user's/CLIENT's access to the service, incl. also the CLIENT's accounts, for the time period until the elimination of any risk of unauthorised access and/or execution of an unauthorised operation;
- to block the execution of a transaction ordered, by requesting its additional confirmation, incl. via a QES (Qualified Electronic Signature), even when the same had been confirmed by a means of authorisation.

131. The BANK reserves its right to postpone or to refuse the execution of the transaction, incl. to restrict the CLIENT's access to the services and/or to block his/her accounts, should it fail to receive a confirmation from the him/her and/or where it has suspicions as to the authenticity of the originator. The BANK shall not be held liable for any damages suffered as a result of a delay or failure to execute a payment transaction. For the purposes of this point 131 the payment order that was rejected will be treated as one that the BANK did not receive.

132. In the case under the previous point of these General Terms and Conditions the performance deadline for the payment transaction ordered on the part of the BANK will count from the moment of the additional confirmation of the payment operation, despite the fact that a different arrangement may have been agreed in the General Terms and Conditions for Payment Services, applicable to the respective bank account agreement.

133. The CLIENT shall be considered notified that upon registration of a new account in the ProB@nking Internet banking system, access to it is given to all users in accordance with their respective rights as of the time of registration of the account in ProB@nking Internet banking.

134. Information about a movement in the account, including account statements, will be provided in the ProB@nking Internet banking as of the time of registration of the relevant account in the ProB@nking Internet banking system. Account statements shall be available in ProB@nking Internet banking for a period including the current and previous calendar year. Movement/account statement on closed/current accounts shall be available for a period of 1 month from the date of closing of the account.

135. The CLIENT must keep in secret all his/her tools for electronic identification in the ProB@nking Internet banking, which shall be used only and exclusively by the persons with granted right of access to the system, and shall create conditions to prevent any possibility of unauthorised access to them by third parties. The CLIENT using the ProB@nking Internet banking shall bear the risk and responsibility for any failure to keep in secret the tools for electronic identification.

136. Every CLIENT, in his/her own interest, shall strictly observe the security recommendations published on the ProB@nking Internet banking web site and shall take all objectively possible measures, including technical prevention measures, to protect the identification data and systems he/she uses to access his/her personal computer or another device, software used, measures for protection of the systems so as to avoid and minimise potential risks in using the ProB@nking Internet banking.

137. In case of loss, destruction or theft of the mobile phone where the specialised mobile application/SIM card is installed, whose number is used to receive uniquely generated dynamic codes (TANs) sent via

SMS, as well as in case of suspicion that a third party could get to know one or more of the personal identification characteristics (username and/or password), the CLIENT/USER shall be obliged to immediately inform the BANK and request blocking of access to the system. The CLIENT/authorised representative shall be held fully financially liable for any unauthorised use of a mobile number registered in the ProB@nking Internet banking system in the following cases: provision of an incorrect mobile number; failure to notify/untimely notification to the BANK of a change of mobile number or theft of the SIM card to which the relevant mobile number registered in the ProB@nking Internet banking system is directed, as well as in the event of unauthorised removal/loss of the device on which the specialised mobile application is installed.

138. The BANK shall not be liable when as a result of an incorrect oral or written notification of an unauthorised use of the ProB@nking Internet banking by the CLIENT or third parties the BANK has taken the necessary measures to protect the CLIENT and this has led to non-performance of orders submitted by the CLIENT.

139. The BANK shall not be liable for illegal actions performed by third parties through use of the ProB@nking online banking system, which have caused damages to the CLIENT, where the actions have been performed through access by unauthorised persons to the electronic identification tools (user name, password, and/or the specialised mobile application or the mobile phone/SIM card). It is the CLIENT's responsibility to store and protect the signing tools (specialised mobile application or mobile phone/SIM card) from unauthorised access and the BANK may not be held liable in case these tools are used by third parties as a result of failure to do so.

140. In case a payment transaction would be disputed on the part of the CLIENT, the same will be responsible for proving that its execution was not authorised by him/her. The BANK and the CLIENT agree that when the BANK would have registered a use of a payment instrument via its personalised protections (the following, listed non-exhaustively – user names, passwords, SMS codes/B-Trust messages of activation and verification when using the ProB@nking Internet banking), then they will treat such an instance of use as conclusive evidence that the payment transaction was authentic and authorised by the CLIENT, except when the same would prove the opposite.

141. The BANK is entitled to add new or block existing services temporarily or permanently, including such that are in response to changes in legal acts, without prior notice. If the BANK widens the scope of services in the ProB@nking Internet banking, the CLIENT/USER will be deemed to have given his/her consent to this when he/she would request the provision of the service for the first time.

142. The BANK is entitled to terminate the access of any user who has not used the ProB@nking Internet banking service for 6 consecutive months.

## VIII. MOBILE BANKING

143. The Mobile banking service of the BANK – ProCredit Mobile, allows the CLIENT to have access to his/her accounts opened and held with the BANK and enables the CLIENT to operate them via a mobile application through their registered user and access rights assigned thereto.

144. The BANK's Mobile banking system – ProCredit Mobile, provides to the CLIENT the option to use the following services: Information services:

- availability, movements on account;
- information on current loans;
- information about current, deposit and FlexSave accounts;
- information about bank cards issued;
- information regarding promotional campaigns and Loyalty programmes.

Payment and transaction services:

- transfers in EUR and foreign currencies;
- purchase and sale of currencies;
- utility bills and standing order payments;

Other

- management of personal data and changes related to user profile, limits, etc.;
- issuance, activation, blocking of bank debit/credit cards.

Execution of contracts:

- submitting requests for opening current/deposit/FlexSave accounts; for issuance of bank cards; and/or for provision of payments services and/or other services, with the request



automatically becoming a concluded contract for the relevant service upon the provision of the service requested.

145. The Mobile application – ProCredit Mobile, is automatically activated upon opening a current account and/or upon a request stated by the CLIENT. In both cases the registration of the CLIENT for the service shall be considered to be a concluded contract and shall cover all accounts of the CLIENT with the BANK. The Mobile application – ProCredit Mobile, must be downloaded and installed only from reliable sources: **Google Play Store** – for devices using **Android** operating system, **Apple App Store** – for devices using **iOS** operating system **and/or by scanning a QR code provided at the official website of the bank <https://www.procreditbank.bg/bg/> or in the ProB@nking Internet banking.** For the use of services in the Mobile banking system – ProCredit Mobile, the CLIENT shall owe fees and commissions in the amounts set out in the Tariff of the BANK for private individuals.

146. For the use of the Mobile banking service of the BANK – ProCredit Mobile, the BANK is applying procedures for enhanced verification of the CLIENT's identity. In order to use the service, the BANK also poses the following minimal technical requirements to the CLIENT: mobile device with installed operating system, supporting usage of the service, access to Internet and a web browser. The BANK shall not be held liable if the CLIENT does not have the necessary licenses to use software products required for operating mobile banking or has not updated his/her anti-virus program or operating system and has become a victim of fraud and/or hacker attacks.

147. The BANK shall have the right to impose restrictions on the use of the system, including by blocking access to it and/or by introducing additional requirements to the execution of transactions arising from the effective laws and/or the GTCPS with regard to information system security and/or in case of technical improvements of the product.

148. The BANK will provide access to the Mobile banking system – ProCredit Mobile, only to the CLIENT or to persons authorised by him/her by means of power of attorney, presented at an office of the BANK or registered in the ProB@nking Internet banking.

149. The CLIENT shall have the right to modify/withdraw the rights of the authorised persons/to authorize new persons with rights to operate the accounts by registering the respective change in the ProB@nking Internet banking and confirming the change through a uniquely generated dynamic code (TAN) sent via SMS/using a specialised mobile application/by requesting in writing at the BANK's office. The authorised person will prove his/her identity at a BANK office.

150. In order to log in to the Mobile banking system – ProCredit Mobile, to make payments and/or request banking and/or other services electronically, the CLIENT must have completed one of the following identification registrations:

- to receive a uniquely generated dynamic code (TAN) sent via SMS;
- to use a specialised application for mobile devices – Registration will be performed via the Mobile banking system – ProCredit Mobile, or by any other lawful method. The mobile number on which the TAN will be received via SMS/registration confirmation code for the specialised mobile application shall be indicated by the CLIENT/authorised person. The change of mobile number/subsequent registration of the specialised application will be done in the order of initial registration. In case the user has registered for the specialised mobile application for authorisation and additional identification in the ProB@nking Internet banking system, any subsequent registration of the user personally as a natural person/as a proxy will be linked to the existing registration in the specialised mobile application. The BANK reserves the right to change the means of identification, authorisation and the combination thereof, only after prior notification to the CLIENT to that effect.

151. The BANK shall not be responsible if the user does not receive the SMS sent due to absent contractual relations with the mobile operator and/or technical reasons related to the mobile operator or technical devices of the user (e.g. absent coverage, roaming coverage, turned-off telephone, etc.) or if the user has changed his/her telephone number and has not notified the BANK thereof, as well as in cases of loss or theft thereof.

152. The BANK shall accept the positive validation of the password and the other means of electronic identification and authorisation provided to the user as sufficient evidence of his/her identity.

153. The CLIENT, including users other than the CLIENT, shall be responsible for all their actions in the Mobile banking system – ProCredit Mobile, upon receiving access to it. All documents/groups of documents, orders (requests) signed with a uniquely generated

dynamic code (TAN) sent by SMS/confirmed through a specialised mobile application shall be deemed to be signed with an ordinary electronic signature within the meaning of Article 13, paragraph 1 of the Electronic Documents and Electronic Trust Services Act (EDETSA). The BANK and the CLIENT agree that the electronic signature affixed by the CLIENT/by a person authorised thereby shall have the effect of a handwritten signature in their relations, pursuant to Article 13, paragraph 4 of the EDETSA.

154. When using the Mobile banking system – ProCredit Mobile, the CLIENT unconditionally consents and authorises the BANK to enter electronic messages for the respective payment orders in the payment systems in compliance with the Payment Services and Payment Systems Act and BNB Ordinance No 3 on the Terms and Procedures for the Execution of Payment Transactions and the Use of Payment Instruments.

155. The BANK shall process the received documents in the order, according to the terms and timeframes set out in the effective laws and these GTCPS by executing orders submitted in the form and content required by law.

156. The BANK is entitled to set limits on the performance of payment operations via the Mobile banking system – ProCredit Mobile, and to apply restrictions, as well as to introduce additional requirements, incl. procedural ones, if so required for ensuring compliance with current legislation of maintaining the level of security in accordance with the technical standards and conditions for internet/mobile banking.

157. The BANK is not responsible for:

- the consequences arising from wrong and/or incomplete order/request/application submitted in person at an office or via the Mobile banking system – ProCredit Mobile;
- for damages and benefits foregone as a result of inaccuracies or errors during the submission of information, technical problems and force majeure circumstances.

158. The time of receipt and the content of the payment orders and/or documents received by the BANK shall be established and verified by the BANK's information system.

159. When performing transactions involving currency conversion, the currency shall be converted at the exchange rate in the up-to-date currency bulletin of the BANK valid for the day and time of receipt of the order, provided that the parties have not agreed otherwise.

160. In order to prevent abuses, which could result in damage to the CLIENT, if the Bank would have suspicions of improper access to the Service and/or the execution of a certain operation/transaction would be ordered via compromising the user's profile and/or the means of identification, the BANK will be entitled:

- to block the user's/CLIENT's access to the service, incl. also the CLIENT's accounts, for the time period until the elimination of any risk of unauthorised access and/or execution of an unauthorised operation;
- to block the execution of a transaction ordered, by requesting its additional confirmation, incl. via a QES (Qualified Electronic Signature), even when the same had been confirmed by a means of authorisation.

161. The BANK reserves its right to postpone or to refuse the execution of the transaction, incl. to restrict the CLIENT's access to the services and/or to block his/her accounts, should it fail to receive a confirmation from the him/her and/or where it has suspicions as to the authenticity of the originator. The BANK shall not be held liable for any damages suffered as a result of a delay or failure to execute a payment transaction. For the purposes of this point 161 the payment order that was rejected will be treated as one that the BANK did not receive.

162. In the case under the previous point of these General Terms and Conditions the performance deadline for the payment transaction ordered on the part of the BANK will count from the moment of the additional confirmation of the payment operation, despite the fact that a different arrangement may have been agreed in the General Terms and Conditions for Payment Services, applicable to the respective bank account agreement.

163. The CLIENT shall be considered notified that upon registration of a new account in the Mobile banking system – ProCredit Mobile, access to it is given to all users in accordance with their respective rights as of the time of registration of the account in the Mobile banking system – ProCredit Mobile.

164. The CLIENT must keep in secret all his/her tools for electronic identification in the Mobile banking system – ProCredit Mobile, which shall be used only and exclusively by the persons with granted right of access to the system, and shall create conditions to prevent any possibility of unauthorised access to them by third parties. The CLIENT using the Mobile banking system – ProCredit Mobile, shall bear the risk



and responsibility for non-observance of the confidentiality of the tools for electronic identification.

165. Every CLIENT, in his/her own interest, shall strictly observe the security recommendations published on the ProB@nking Internet banking web site and take all objectively possible measures, including technical prevention measures, to protect the identification data and systems he/she uses for access by his/her mobile device, software used, measures for protection of the systems so as to avoid and minimise potential risks in using mobile banking.

166. In case of loss, destruction or theft of the mobile phone where the specialised Mobile banking system – ProCredit Mobile application, is installed, as well as the specialised mobile application/SIM card, whose number is used to receive uniquely generated dynamic codes (TANs) sent via SMS, as well as in case of suspicion that a third party could get to know one or more of the personal identification characteristics (username and/or password), the CLIENT/USER shall be obliged to immediately inform the BANK and request blocking of access to the Mobile banking system – ProCredit Mobile. The CLIENT/authorised representative shall be held fully financially liable for any unauthorised use of a mobile number registered in the Mobile banking system – ProCredit Mobile, in the following cases: provision of an incorrect mobile number; failure to notify/untimely notification to the BANK of a change of mobile number or theft of the SIM card to which the relevant mobile number registered in the ProB@nking Internet banking system is directed, as well as in the event of unauthorised removal/loss of the device on which the specialised mobile application is installed.

167. The BANK shall not be liable when as a result of an incorrect oral or written notification of an unauthorised use of Mobile banking system – ProCredit Mobile, by the CLIENT or third parties the BANK has taken the necessary measures to protect the CLIENT and this has led to non-performance of orders submitted by the CLIENT.

168. The Bank shall not be liable for illegal actions performed by third parties through use of the Mobile banking system – ProCredit Mobile, which have caused damages to the CLIENT, where the actions have been performed through access by unauthorised persons to the electronic identification tools (user name, password, and/or the specialised mobile application or the mobile phone/SIM card). It is the CLIENT's responsibility to store and protect the signing tools (specialised mobile application or mobile phone/SIM card) from unauthorised access and the BANK shall not be held liable in case these tools are used by third parties as a result of failure to do so.

169. In case a payment transaction would be disputed on the part of the CLIENT, the same will be responsible for proving that its execution was not authorised by him/her. The BANK and the CLIENT agree that when the BANK would have registered a use of a payment instrument via its personalised protections (the following, listed non-exhaustively – user names, passwords, SMS codes/specialised mobile application/messages of activation and verification when using Internet banking system), then they will treat such an instance of use as conclusive evidence that the payment transaction was authentic and authorised by the CLIENT, except when the same would prove the opposite.

170. The BANK is entitled to add new or block existing services temporarily or permanently, including such that are in response to changes in legal acts, without prior notice. If the BANK widens the scope of services in the Mobile banking system – ProCredit Mobile, the CLIENT is deemed to have given his/her consent to this when the CLIENT requests the provision of the service for the first time.

171. The BANK is entitled to terminate the access of any user who has not used the Mobile banking service – ProCredit Mobile, for 6 (six) consecutive months.

## IX. UTILITY BILL AND STANDING ORDER PAYMENTS

172. The Utility Bill and/or Standing Order payment service allows the BANK to make payments of the CLIENT's liabilities for used utility services (electricity, heating, water supply, telephone, liabilities to mobile operators, etc.), including other recurring fixed payments (rent, lease, insurance, loan instalments, etc., as requested by the CLIENT) from a specified current account of the CLIENT. The service of payment of utility bills to the providers of these services is provided by the BANK under an agreement with a third party (Provider), under which the BANK receives information on the specific amount of the liabilities and the deadline for their repayment.

173. The BANK shall make the utility bill and/or standing order payments requested by the CLIENT that occur after the date of registration/activation of the service subject to the limits set by the CLIENT. The BANK is not a party to the relations between the CLIENT

and the merchant/provider of utility services and shall not be liable for any disputes arising between the merchant/provider and the CLIENT in regard to payable amounts and their due dates.

174. The CLIENT undertakes to maintain a sufficient balance in his/her account to meet the requested payments, including the fee payable to the BANK, as set out in the current Tariff, and the Provider's fee, if applicable. The CLIENT undertakes to notify the BANK in a timely manner of any changes in the parameters specified thereby that are necessary for individualisation of payments, such as: the billing client number, a bank account number of a counterparty, change of the deadline for payment, etc. The BANK shall not be held liable for execution/non-execution of a payment as a result of untimely notification of the change by the CLIENT.

175. The CLIENT may fix a maximum amount (limit) within which payments requested thereby are to be effected. In the event of a request for payment in excess of the specified limit, no payment shall be made unless the CLIENT has given his/her express written consent in person at an office of the Bank/via the Bank's ProB@nking Internet banking.

176. When utility bill and standing order payments are performed, the CLIENT's account shall be debited for the amount of the liability, as provided by the Provider, as well as for the relevant fees and commissions due, as specified in the BANK's Tariff, within the payment period indicated by the respective provider or on the standing order due date, respectively. Partial payments shall not be executed. Should the funds available in the account provided for payments to be effected from be insufficient, the service shall not be automatically cancelled, only the current liability will remain unpaid.

## X. ELECTRONIC NOTIFICATION

177. The Electronic Notification service is provided where the CLIENT has ordered to be notified about certain circumstances expressly indicated by him/her, with an electronic short message sent to a mobile phone (SMS) and/or to an e-mail address.

178. SMS messages containing information:

- about received transfer(s) to an account of a CLIENT are sent once daily, at about 16:30 hrs. If a CLIENT has received more than 1 transfer, the information about all transfers shall be sent in 1 SMS message;
- about due repayment instalments on loans granted by the BANK, SMS messages shall be sent 2 days before the maturity date of the liability. If a CLIENT has a loan repayment instalment under more than one loan agreement on the same date, the information about all liabilities shall be sent in 1 SMS message. If the loans of the CLIENT are in different currencies, the total liability shall be sent in EUR and instalments in other currencies will be converted at the BANK's sell rate for the date of message sending. If the maturity date is a non-business day for the BANK, the message shall be sent on the last business day preceding the maturity date.

179. The BANK/Operator shall not be liable:

- if an SMS is sent but not received due to absent contractual relations between the ACCOUNT HOLDER and the mobile network operator/technical problems related to the account holder's mobile network operator or problems resulting from the technical characteristics of the mobile device used by the ACCOUNT HOLDER, including poor connection, lack of roaming coverage, turned-off device, etc.;
- in case where the CLIENT's mobile network operator/Internet provider does not support the transmission of SMS and/or e-mail messages, and in cases where due to circumstances outside the control of the BANK/Operator (e.g. power failure, earthquake, disasters and other force majeure circumstances) the messages cannot be sent, and hence received by the CLIENT. Fees for already sent messages shall not be refunded;
- for wrong telephone numbers, e-mail addresses, numbers of bank accounts, bank cards, etc. submitted by the CLIENT.

180. The BANK shall deduct *ex officio* a fee for the provision of the service in accordance with the effective Tariff of the BANK from a current account indicated by the CLIENT, on the 20<sup>th</sup> day of the current month for the total number of SMS messages sent to the telephone number of the CLIENT in the period (the 20<sup>th</sup> day of the previous month to the 20<sup>th</sup> day of the current month).





## XI. COMMUNICATION PROCEDURE/OBLIGATION FOR NOTIFICATION

181. The official language used by the BANK is Bulgarian. It is also possible to use the English language in the relations between the Parties, at the request of a CLIENT and at the BANK's discretion.

182. The BANK shall send to the CLIENT/USER all letters, notifications, messages, account statements, reports, and other not expressly indicated documents via the ProB@nking Internet banking to an e-mail address, correspondence address, or mobile phone number indicated by the CLIENT, provided that the information can be thus sent.

183. The CLIENT is obliged timely, expressly and in writing to notify the BANK to its registered office/the address of the servicing office of the BANK/via the ProB@nking Internet banking of the occurrence of changes affecting their contractual relations (including, but not limited to: changes in rights to operate with an account, name, legal status, correspondence/registration address, phone number, e-mail address and other circumstances and contact details). Any change of circumstances with regard to the CLIENT shall take effect for the BANK as of the date of receipt of a written notification of the respective change.

184. The BANK has the right to inform the CLIENT of promotions and new products or services it offers by sending electronic messages. Should the CLIENT wish not to receive such messages, this shall be stated at phone: 0700 170 70 or by e-mail: [dpo@procreditbank.bg](mailto:dpo@procreditbank.bg).

## XII. PROVISION, PROTECTION AND PROCESSING OF INFORMATION

185. In order to use the products offered by the BANK, including when no Contract is required for a specific service, personal identification (provision of personal data) shall be required from the CLIENT and his/her representatives.

186. The BANK shall process the personal data of a CLIENT and his/her representatives in compliance with EU Regulation 2016/679 on personal data protection, the Personal Data Protection Act and the effective Bulgarian legislation. Certain part of the information may be provided by the BANK to third parties (archiving companies, debt collection firms, shareholders and lenders of the BANK, other banks, in the cases of performing transfers according to point 71 GTCPS etc.) under a contract concluded between the BANK and the third party and/or on legal basis. Processing of a CLIENT's personal data by the BANK shall be done based on their voluntary provision thereby. An exception to this are cases where, for the purposes of prevention, investigation and/or detection of fraud related to payment services, personal data processing may continue to be performed by the BANK without the consent of the person whose data is processed.

187. Any refusal by a person who is entering/has entered into a legal relationship with the BANK to provide personal data, incl. documents and/or declarations, requested by the BANK in compliance with legally imposed obligations for identifying him/her / for conducting KYC, may lead to impossibility for establishment of the respective legal relationship and/or to temporary unavailability of a remote access payment instrument and/or to refusal of a payment or other service requested.

188. The CLIENT/USER/CARDHOLDER declares his/her awareness of the [Privacy Policy of ProCredit Bank \(Bulgaria\) EAD](#), the content of which has been fully explained to him/her, as well as the possibilities for exercising his/her data protection rights.

189. The CLIENT is informed that when international payment systems are used for execution of cross-border payments, the processing of personal data extends outside the national borders, in full compliance with the personal data protection regulations. Given the fact that transactions effected via S.W.I.F.T. are processed at information hubs located not only on the territory of the EU and EEC, but also on the territory of the USA, by the force of the counter-terrorist financing and anti-money laundering legislation of the US, access to the personal data of a CLIENT/authorised representative shall be provided to the US authorities on demand.

190. The CLIENT/CARDHOLDER is informed that the BANK may provide his/her information, including personal data, outside the borders of the EU and the EEA on demand by VISA Europe, VISA Inc. or Fraud Monitoring Agencies.

## XIII. LIABILITY

191. The BANK is not a party to relations between the CLIENT and third parties in reference to the use of certain payment services or

payment instruments and is not responsible for the quality of goods and/or services provided by the merchant (a third party). The BANK shall not be obliged to control the object of transactions on the grounds of which payments are effected unless such control is provided for in the Contract between the BANK and the CLIENT or is required by law or by other regulations.

192. The BANK is not responsible for:

- a groundless refusal by third parties to accept payments with a debit card issued by the BANK or if the payment cannot be effected with the card for technical, communication or other reasons outside the BANK's control;
- losses resulting from disturbances of its transactions due to force majeure circumstances – natural calamities/other events, including but not limited to: strikes, heavy traffic or actions by local or foreign authorities, connectivity malfunctions in reference to telephone or internet banking services. Exclusion of liability shall also be in force for cases where due to Force Majeure the BANK terminates in full or in part its transactions on certain days or for a certain period of time;
- for damages and/or unfavourable consequences, resulting from delay and/or loss in the transmission of messages, delivery of letters or other documents, except for damages caused through the fault of the BANK;
- omission to perform or incorrect performance of a payment operation in case of inaccuracy or technical error in the IBAN or other identifier, quoted by the CLIENT in regard to the beneficiary's account and/or in the details of the beneficiary's bank/corresponding bank, as well as for refusal of a recipient bank/corresponding bank to perform the transfer due to its internal policy or technical impossibility;
- in case the CLIENT does not have the necessary licenses to use other software products required to operate the electronic channels (internet and mobile banking). This also includes cases where the CLIENT uses unlicensed software, as this creates a prerequisite for infection of its computer or other equipment with malicious software or code;
- in the event that the CLIENT/USER fails to comply with his/her obligations arising from the use of remote access tools, including vigilance against phishing attacks, safeguarding of personal identification information such as PINs, passwords, TANs, one-time password SMS and general misuse of remote access tools.

193. In case of destruction, loss, theft, robbery, forgery or use of a card in any other unauthorised way and in case of retention of a debit card by a terminal device (ATM), the CARDHOLDER must notify the BANK immediately at telephone: \*7000, the Operator serving the BANK (BORICA) or to forward a written notice to a BANK office within its business hours. If the notification is carried out by phone, it must be confirmed by the CLIENT in writing within 24 hours, but not later than two business days. The BANK shall not be liable for damages, losses or loss of profit resulting from the blocking, should it be established that the blocking is made as a result of an incorrectly given notification of loss, theft, robbery, unlawful seizure.

194. The BANK shall not be held liable for damages resulting from unlawful use of the card in cases where it has diligently fulfilled an order for execution of transactions before receiving a notification of destruction, loss, theft, robbery or other unauthorised use of the card.

195. The BANK shall have the right to block the use of a payment instrument or payment account:

- in cases of violations of legal provisions, the General Terms and Conditions for the use of the specific service or threatening the security of the system supporting the service;
- for objective reasons related to protecting the security of the payment instrument or of the information contained in the payment instrument in cases of suspicions of unauthorised use or for fraud purposes, and it shall notify the CLIENT thereof via the ProB@nking Internet banking;
- in case of inability to complete or update the due diligence of the CLIENT incl. in the cases in which the CLIENT would fail to cooperate or could not be reached for the purposes for establishment of his/her identity, clarifying the origin of the funds, submission of information for the purposes of automated exchange in the field of taxation and for prevention of money laundering.

196. The BANK shall not take correction payment transactions in case that a CLIENT has been objectively unable to receive an account statement, if the CLIENT had selected the 'on demand' option as the method of receipt of account statements and more than thirteen months have elapsed since the date of debiting the account.

197. The BANK shall be responsible for unfavourable consequences resulting from incorrect execution by it of payment orders with true and

correct contents submitted by the CLIENT. In this case, the BANK shall refund the amount of the incorrectly completed payment transaction not later than the business day following the day on which the BANK has been notified of or has found the error by initiating a correction transfer to the payment service provider of the beneficiary.

198. The BANK may block an amount up to the amount of a disputed transaction on all accounts of the CLIENT kept with it and collect it *ex officio* without court intervention if the procedure under Article 78 of the PSPSA establishes the authenticity and correct execution of the operation. By entering into contractual relations with the BANK, the CLIENT gives his/her express consent for the blocking of the amount and for its potential deduction.

199. The CLIENT shall bear the damages resulting from all unauthorised payment transactions, effected by using a lost, stolen, or otherwise unlawfully obtained payment instrument, regardless of their amount, where the CLIENT has acted fraudulently and/or with gross negligence and/or if they are the result of the CLIENT's failure to follow the instructions to preserve and protect the personal security features of the payment instrument, including writing down any information about these features on the payment instrument and keeping such information together with the payment instrument as well as providing data of the payment instrument through answering e-mail or SMS messages, or telephone conversations initiated by third parties. In order to make a judgment whether non-performance of the obligations of the CLIENT has occurred under Article 75 PSPSA as a result of gross negligence, all facts relevant to the respective payments must be taken into account including, but not limited to, whether the following are in place:

- no SMS registration for notification of the transactions performed with the card, including rejection of registration;
- no registration for the service 3D Secure verified by Visa, failure to notify the BANK within one hour of receipt of an SMS message about an unauthorised transaction made with the card. In the event that the notification is done at night, the reasonable deadline for the CLIENT's notification is considered to be by 9.00 hrs.;
- failure to notify the BANK within the indicated timeframes in case of loss, theft, appropriation, unauthorised use of the payment instrument.

#### **XIV. TERMINATION OF CONTRACTUAL RELATIONS**

200. The CLIENT has the right to terminate his/her contractual relations with the BANK unilaterally at all times with a one-month written notice submitted in person at an office of the BANK/via the ProB@nking Internet banking of the CLIENT unless otherwise agreed. Upon closure of the account made no later than 30 calendar days from receipt of the REQUEST, the contract shall be deemed terminated.

201. The BANK has the right to terminate its contractual relations with the CLIENT by closing any account opened and kept with it and/or to discontinue the option for the CLIENT to use any accompanying products such as a debit card by its *ex officio* deactivation and/or ProB@nking Internet banking, in the following cases:

- 201.1. Upon expiry of the term for which the account is opened;
- 201.2. Unilaterally, upon a two months' written notice, forwarded to the ProB@nking Internet banking/Mobile banking – ProCredit Mobile, of the CLIENT;
- 201.3. Unilaterally, without a written notice by the BANK, in the following cases:
  - in case the account is dormant, i.e. it does not meet the requirements for maintenance of a minimum balance and/or performance of a minimum number of transactions, as per the Tariff of the BANK, excluding accounts servicing loan arrangements or current accounts, if there are deposit/savings accounts available;
  - a current account with no movement on it over a period of twelve months;
  - a deposit account of a CLIENT who has an unauthorised overdraft for fees and commissions over two consecutive months;
  - a deposit/savings account, in which the available balance falls below the minimum amount established by the BANK for the respective type of account;
  - a current/deposit/savings account on which an attachment order is imposed and after the execution of the attachment order a zero balance remains in it and/or on which a permit is issued for temporary operation with amounts upon expiration of the time limit under item 14 of the GTCPS;
  - a CLIENT's current/savings account that is disclosed under a contract entered into under the terms of the Distance Marketing of Financial Services Act and for which there is evidence of reasonable

doubt as to the lawful nature and purposes for which the account will be used;

- the account is connected in any way whatsoever with virtual currencies.

201.4. Unilaterally with a written notice, the period of the notice defined at the BANK's discretion: in case of non-performance of obligations by the CLIENT, including behaviour of the latter going beyond the boundaries of good manners and/or performance of transactions which raise doubt about the legitimacy and purpose of individual and/or group of transactions, or if there is evidence on which conclusions can be made as to the unlawfulness of a single transaction or a series of transactions. The BANK shall not be obliged to provide any reasons for its decision on the termination.

202. The prior notice for termination in the cases where it is required shall be provided to the BANK on a durable storage medium within the meaning of §1, p. 8 of the Transitional Provisions of the PSPSA or on hard copy. The BANK shall not be obliged to provide any reasons for its decision on the termination.

203. If the termination is at the BANK's initiative and if there is an available balance in the account, in order to exempt itself from liability, the BANK shall notify the CLIENT in writing or through other durable storage media within the meaning of §1, p. 8 of the Transitional Provisions of the PSPSA and shall transfer the available amount to an account at a bank indicated by the CLIENT, after deduction of all fees and/or fees due. If the CLIENT does not indicate another bank, the BANK shall transfer the available balance in the account into a temporary non-interest bearing account. Upon expiry of two calendar years of the closing of an account, the BANK shall deduct a fee for keeping of funds in the closed account in accordance with the Tariff of the BANK.

204. Upon the occurrence of any of the conditions for termination set out in the Agreement signed with the BANK, the latter shall block the use of the card and shall account for in the account all transactions performed with the card.

205. The termination of contractual relations does not release the Parties from responsibility to perform their respective obligations, which have arisen before the termination.

#### **XV. RIGHT OF CANCELLATION**

206. A CLIENT, as a consumer within the meaning of the Consumer Protection Act, has the right to withdraw from the concluded distance contract, without compensation or penalty and without giving any reason, within 14 days from the date of conclusion of the contract, by notifying the BANK in writing prior to its expiry. After the expiry of the time limit, he/she shall lose the opportunity to do so. Notwithstanding the exercise of the right to cancel the performance of the requested service, the fees paid up to the relevant date shall not be refundable to the CLIENT, and within 7 days he/she shall also pay for the financial services actually provided under the contract.

207. In case the CLIENT exercises his/her right to withdraw from the concluded contract for the provision of distance financial services within the time limit after the commencement of the performance of the contract and there are available amounts in the opened bank account, he/she shall be obliged to submit to the BANK, together with the notification of withdrawal, an application for the closure of the account, in which he/she shall indicate another bank account to which the balance in the account is to be transferred. If the CLIENT has outstanding and unpaid bank fees, the BANK shall be entitled to set off the amount due against the amount available in the account up to the amount due and to credit the balance to the bank account designated by the CLIENT.

#### **XVI. FINAL PROVISIONS**

208. Integral part of these General Terms and Conditions are the Tariff of the Bank, the Interest Rate and Currency Bulletins, the Privacy Policy of ProCredit Bank (Bulgaria) EAD and the specific terms and conditions applied by the BANK, in regard to specific products and types of payment operations up-to-date versions of the following documents are applicable: the Uniform Customs and Practice for Documentary Credits; the Uniform Rules for Collections; the Uniform Rules For Demand Guarantees, issued by the International Chamber of Commerce (ICC).

209. For all matters not expressly provided for in the Agreement, these General Terms and Conditions, the Tariff of the BANK, the Interest Rate and Exchange Rate Bulletins and the applicable specific terms and conditions, the effective Bulgarian law shall apply. In case of a



contradiction between the wording of a concluded Contract for a relevant payment service and these GTCPS and/or the Tariff, what is expressly agreed in the Contract shall apply. In case more than one contract for the same payment service has been concluded with the same CLIENT, the most recently concluded contract shall be deemed to be valid.

210. All issues of dispute between the Parties shall be resolved through negotiations. Where no mutual agreement can be reached through negotiations, the dispute may be referred for resolution to the Conciliation Committee for Payment Disputes at the Commission for Consumer Protection or to the competent Bulgarian court.

211. The General Terms and Conditions, the Tariff of the Bank, the Interest Rate and Currency Bulletins may be amended and supplemented by the BANK at any time and such changes will be applicable to ongoing legal relationships, as agreed in Section I. The BANK will notify the CLIENTS of all expected changes in the General Terms and Conditions, the Tariff and the Interest Rate Bulletin, incl. such related to changes in the payment services provided, at least two months prior to the date on which they would enter into effect, via one or more of the following communication channels: email; Viber message; SMS; notification in the Mobile banking – ProCredit Mobile. The Bank may circulate additional notice also in ProB@nking Internet banking, as well as by posting messages at locations envisaged for such purpose at the offices and by publishing them at the BANK's website. The BANK shall not notify by a two months' notice the CLIENT of changes representing an extension of the scope of services provided, changes that are more favourable to the CLIENT, as well as changes that reproduce amendments/additions to regulatory acts or a new regulatory framework.

These General Terms and Conditions are adopted by the decision reflected in Record of the MB [*Management Board*] No. 495/17.07.2012. Changes were introduced by decisions reflected in Records of the MB as follows: No. 550/16.01.2014, effective 20.01.2014; No. 557/25.04.2014; No. 560/06.06.2014, effective 16.06.2014; effective 09.09.2014; No. 572/11.11.2014; No. 585/25.05.2015; No. 589/24.07.2015; No. 616/31.03.2016, effective 04.04.2016; No. 621/12.05.2016, effective 13.05.2016; No. 626/06.07.2016, effective 22.07.2016; No. 639/23.01.2017, effective 30.01.2017; No. 643/24.03.2017, effective 28.03.2017; No. 659/01.11.2017, effective 01.11.2017; No. 666/12.02.2018, effective 1.03.2018; No. 674/25.06.2018, effective 01.07.2018; Record of the MB No. 697/15.02.2019, effective 20.02.2019; Record of the MB No. 707/09.07.2019, effective 10.07.2019; Record of the MB No. 713/24.10.2019, effective 25.10.2019; Record of the MB No. 717/15.11.2019, effective 16.11.2019; Record of the MB No. 718/18.11.2019, effective 18.11.2019; effective 31.01.2020; Record of the MB No. 735/01.04.2020, effective 14.04.2020; Record of the MB No. 772/11.12.2020, effective 11.12.2020; Record of the MB No. 781/19.02.2021, effective 19.02.2021; Record of the MB No. 790/07.05.2021, effective 07.05.2021; Record of the MB No. 802/27.08.2021, effective 31.08.2021; Record of the MB No. 821/18.02.2022, effective 18.02.2022; Record of the MB No. 846/12.08.2022, effective 12.08.2022; Record of the MB No. 850/23.09.2022, effective 23.09.2022; Record of the MB No. 873/24.03.2023, effective 24.03.2023; Record of the MB No. 899/20.10.2023, effective 01.11.2023; Record of the MB No. 906/08.12.2023, effective 08.12.2023; Record of the MB No. 913/02.02.2024, effective 02.02.2024; Record of the MB No. 919/08.03.2024, effective 13.03.2024; Record of the MB No. 923/05.04.2024, effective 01.06.2024; Record of the MB No. 960/27.12.2024, effective 01.01.2025; Record of the MB No. 1009/07.11.2025, effective 26.01.2026.