

General Terms and Conditions (GTC) for digitisation and use of cards of ProCredit Bank (Bulgaria) EAD through applications of external providers

I. SUBJECT MATTER AND APPLICATION

- 1.1. These GTC regulate the digitisation and use of a debit/credit bank card /CARD/ issued by ProCredit Bank (Bulgaria) EAD /the BANK/ by the CARDHOLDER, through mobile applications of external providers.
- 1.2. These GTC shall form an integral part of the Contract concluded between the CARDHOLDER and the BANK for the respective type of CARD and the General Terms and Conditions thereto, supplementing it with regard to the digitisation of the CARD through an external provider.
- 1.3. Acceptance by the CARDHOLDER of the general terms and conditions of the external provider, as well as other applicable terms and conditions of third parties, does not invalidate the validity and application of these GTC and the applicable terms and conditions of the BANK.
- 1.3.1. By digitising and using the Card through applications of external providers, the CARDHOLDER confirms that they have duly acquainted themselves with these GTC and accepts their application in their relationship with the BANK.
- 1.4. In the event of any inconsistency between these GTC and other applicable GTC of the BANK, these GTC shall prevail.

II. CARD REGISTRATION AND DIGITISATION

- 2.1. The CARDHOLDER can digitise their CARD through an application of an external provider and make payments with it through a mobile device (mobile phone, smart watch, tablet, etc.) that supports the relevant technical functionality.
- 2.1.1. The technical requirements to be met by the device in order to digitise the card and carry out transactions with it shall be announced by the external provider, and internet connectivity shall be required.
- 2.2. In order to digitise their card through the application of an external provider, the CARDHOLDER shall comply with the process and the general terms and conditions to this effect established by that provider, by accepting the applicable terms and conditions and following the step-by-step process for registration and confirmation of the digitisation of the card, defined for protection and security purposes.
- 2.3. In order to register and activate their digitised card in an application of an external provider, the CARDHOLDER may choose from the following two options:
- 2.3.1 The CARDHOLDER gives consent to the BANK to receive an SMS message on their registered mobile phone number with a one-time code for the purpose of verifying the identity of the CARDHOLDER and activating the card.
- 2.3.2. The CARDHOLDER makes a call to the telephone number at the Contact Centre of the BANK provided to them, whereupon an employee of the BANK shall take the necessary actions to identify the CARDHOLDER and after successful identification, an employee of the BANK shall proceed with activation of the card.
- 2.3.1 In case of change, the CARDHOLDER should update their mobile phone number by visiting an office of the BANK or by using the Prob@nking electronic banking.

III. USE OF THE DIGITISED CARD

- 3.1. The CARD digitised through applications of external providers can be used in the country and abroad via devices with NFC capabilities on terminal devices allowing contactless transactions or on virtual POS devices – depending on the available technical functionality.
- 3.2. In case of payments with a digitised CARD through an application of an external provider via mobile devices /smart watch, mobile phone, tablet, etc./, the order is accepted in accordance with the rules established for its confirmation by the respective card organisation and the external provider, whereas biometric data may be used.
- 3.3. The order for payment with a digitised CARD through an application of an external provider shall be accepted and executed online up to the withdrawal/payment limits specified for the card.
- 3.4. The plastic card and its digitised version are the same card with one (common) credit limit to one account, which reflects all payment transactions effected.
- 3.5. The term of validity of the digitised card shall be the same as the term of validity written on the plastic card. After the expiry of the term, it shall be replaced with a new one in accordance with the procedure and the general terms and conditions of the BANK.

IV. SECURITY MEASURES AND RESPONSIBILITIES

- 4.1. When using the digitised CARD, the CARDHOLDER shall be obliged to comply with all security measures set out in the general terms and conditions of the BANK, the general terms and conditions established by the external provider, including:
- 4.1.1. To protect and use the device personally on which the card is digitised with due care and to take all necessary measures for non-disclosure and secrecy, prevention of loss and unauthorised use of all data and personalised means of security related to the plastic card issued by the BANK, to the digitised card, as well as to the device through which it works /such as PIN, password, PIN code for the device, biometric data stored on it, etc./.
- 4.2. In the event that the CARDHOLDER fails to comply with the security measures set out in the Bank's GTC, as well as the measures set out in clause 4.1 of these GTC, the CARDHOLDER shall be deemed to have acted with gross negligence, in which case the CARDHOLDER shall be liable for all damages suffered and shall bear all losses arising out of or in connection with the use of the digitised card.

4.2.1. The CARDHOLDER shall bear the full losses and shall be liable for all damages caused, and when acting fraudulently, as well as when he has given to a third party the opportunity to use the digitised CARD.

4.3. In accordance with the General Terms and Conditions of the BANK /depending on the type of card/, the CARDHOLDER shall be obliged to notify the BANK immediately in case of damage, loss, theft or other unauthorised use of the device on which the card is digitised, as well as in case of suspicion that a third party knew or could know the personalised means of security. In the event of failure to notify the BANK in a timely manner, the CARDHOLDER shall bear all damages and losses in connection with the use of the digitised card.

4.4. The BANK shall not be liable for the acts or omissions of the external provider (e.g. such as interruption or termination of services), nor for any damages caused as a result. The BANK shall not be liable if the CARDHOLDER is unable to use the digitised CARD. The BANK is not a party to the legal relationship between the CARDHOLDER and the external provider. The fees charged by the external provider shall be separate from the fees charged by the BANK.

V. TERMINATION OF USE OF A DIGITISED CARD

5.1. In order to terminate the use of a digitised CARD through an application of an external provider, the CARDHOLDER shall comply with the terms and conditions set by that provider.

5.1.1. Termination of the digitised card shall not result in termination of the contract for the plastic card.

5.1.2. Termination of a digitised card to a primary plastic credit card shall not result in termination of a digitised card to a secondary plastic card, and vice versa.

5.2. The BANK reserves the right to terminate the contract for a digitised card, to block/deactivate the card in accordance with the provisions of the general terms and conditions of the BANK /depending on the type of card/.

For complete information on all other matters related to the issuance, use, servicing and management of the card, the provisions of the relevant General Terms and Conditions of ProCredit Bank (Bulgaria) EAD applicable to the respective type of card shall apply, available at: www.procreditbank.bg

The General Terms and Conditions for digitization and use of cards of ProCredit Bank (Bulgaria) EAD through applications of external providers, which were approved by the Management Board of ProCredit Bank (Bulgaria) EAD, pursuant to Minutes of Meeting No. 837/31.05.2022 and shall be in effect from 01 June 2022.

ProCredit Bank (Bulgaria) EAD reserves its right to supplement and amend the General Terms and Conditions at any time.