

**GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES**

**ProCredit Bank (Bulgaria) EAD**, UIC 130598160, having its seat and registered office at: 26 Todor Aleksandrov Blvd., 1303 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, 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** – a natural person or a legal entity, a counterparty to a particular legal relationship, subject to regulation under these GTCPS;

**USER** – any natural person who 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

1. These GTCPS shall set out the general relations between the BANK and the CLIENT 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 Natural Persons/Legal Entities. 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:

- amounts indicated in the Tariff as payable in foreign currency shall be collected in BGN at the fixed exchange rate of the Bulgarian National Bank for the day of the transaction, applied by the BANK;
- amounts indicated as subject to taxation 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, and any changes shall enter into force as follows:

- in the cases where the change is not to the benefit of the CLIENT: two months after the date of its publication on the website of the BANK;
- in the cases where the change is to the benefit of the CLIENT: from the moment of its publication on the website of the BANK;

5. Where the CLIENT does not agree with the changes, the CLIENT shall be entitled to terminate the Agreement with the BANK before the changes enter into force. 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.

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 credit transfers and recurring payments;
- issuance of payment instruments and/or accepting payments with payment instruments.

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 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@nking online banking system/through the Evrotrust application before performing/requesting a payment service. In case the CLIENT fails to present an up-to-date ID document, the BANK may decline to execute the requested payment service and/or to obstruct the access to (temporarily block) the payment instruments for remote access (internet/online banking, bank card, digital wallet). 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 first 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@nking online banking system. In the case 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 US Department of the Treasury (OFAC)), the United Nations Security Council and any other competent national or international authority, restrictive or punitive measures or prohibitions that could affect the business relationship between the parties

governed by these General Terms and Conditions, and to conduct their business relationship in a manner that prevents transactions with persons or assets subject to restrictive or punitive measures or prohibitions.

## II. BANK ACCOUNTS

17. Bank accounts are payment accounts kept by the BANK and used for safekeeping of money and/or for performing payment transactions. 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;
- Flex Save – for holding funds;
- letter of credit account – for holding funds to be used for payments by the CLIENT to a third party entitled to receive the funds upon fulfilment of the conditions, which have been agreed upon the opening of the Letter of Credit;
- 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 BGN 196,000. An exception to this rule shall be guaranteed deposits of up to BGN 250,000 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 natural persons resulting from real estate transactions for housing needs;
- deposits of natural persons 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. An 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 to the documents contained in the document package sent by the BANK. For User Clients, the provisions of the Distance Marketing of Financial Services Act shall apply.

26. In the event a Framework Agreement has been signed and access to use the ProB@nking system has been granted, the execution by the BANK of a request for the opening of the relevant account deposited in the CLIENT's online banking system shall be deemed to be a concluded new bank account agreement.

27. 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.

### STATEMENT OF ACCOUNT

28. The statement of account shall reflect all transactions on the specific account made during a specified period of time and shall indicate the opening and closing balance of the account for that period.

29. The information shall be provided to the ACCOUNT HOLDER on paper at the BANK's office, or in electronic form via the ProB@nking online banking system or via SWIFT in MT940 format to a specific bank BIC code provided by the ACCOUNT HOLDER.

### CURRENT ACCOUNTS

30. Each CLIENT of the BANK opens and maintains at least one active/passive current account with the BANK in BGN, EUR or USD, with a debit card issued to it, as well as a savings account (FlexSave), and Internet Banking registration. A current account makes it possible to use the widest range of payment services and payment transactions, as set out in the Tariff for Legal Entities and Natural Persons of the BANK.

31. A precondition for opening/maintaining a deposit or savings account is the presence of a current account at the BANK, through which activities for depositing or operating with funds in them are carried out.

### PAYMENT ACCOUNT WITH BASIC FEATURES

32. The BANK shall open and agree to maintain a payment account with basic features in accordance with Article 118 of the PSPSA in BGN 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 BGN and on the territory of Bulgaria, may receive information via SMS notifications, may be issued a debit card, but may not be granted overdraft credit.

33. 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.

34. 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 Natural Persons/Legal Entities and Appendix 1 to these GTCPS. Where the funds received into the account are from salaries, pensions, social insurance and assistance benefits and allowances, scholarships for pupils, students and PhD students and for withdrawals through terminal devices of ProCredit Bank (Bulgaria) EAD under the conditions of Article 120a of the PSPSA, the CLIENT shall not owe fees.

35. 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 basic features 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 breached the conditions of the framework agreement.

### DEPOSIT ACCOUNTS

36. The deposit account is intended for safekeeping of money in one of the following currencies: BGN, EUR and/or USD. The minimum deposit balance, the term and the interest shall be set out in the current Interest Rate Bulletin. The deposit account may not be used for making payments.

37. 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 not change.

38. The interest rate shall be fixed for the entire deposit term and shall accrue on the actual number of days: 365/360. At the beginning of each month, the BANK shall pay into the current account of the CLIENT the interest for the previous month, calculated in advance, as a proportionate share of the interest rate due for the entire deposit term. If the deposit amount is below the minimum required balance, the BANK shall not accrue any interest.

39. 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.

40. 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. 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. 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.

### FLEXSAVE

42. FLEXSAVE is a product where the CLIENT keeps a sum of money in the currencies of BGN and 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@nking online banking system, make deposits to/withdrawals from the money safekeeping account without restriction, only through his/her current accounts with the BANK.

### III. DOCUMENTARY TRANSACTIONS

45. The BANK shall process the following documentary transactions: letters of credit, guarantees and documentary collections for which the CLIENT owes fees and commissions to the BANK as set out by type and amount in the Tariff of the BANK. The letters of credit, guarantees and documentary collections shall be processed in accordance with the then applicable rules of the International Chamber of Commerce in



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Paris for the respective type of instrument.

46. When processing documentation for documentary transactions, the BANK checks all presented documents with due diligence in order to estimate the fulfilment of all terms and/or conditions made by the CLIENT or the instructions received from other banks. The BANK shall not be held liable for the form, completeness, accuracy, authenticity and validity of the documents presented to it with regard to the documentary transactions processed by it.

47. Where a CLIENT is the beneficiary of a Letter of Credit or Bank Guarantee and all fees are charged to the Originator or the Issuing Bank but such fees are not paid, the CLIENT beneficiary shall owe commissions to the BANK.

### IV. DEPOSIT AND WITHDRAWAL OF FUNDS

48. 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 BGN 50,000 (fifty thousand Bulgarian leva), as currency in BGN and/or the equivalent in another currency or the amount specified in the contract for the relevant service. This is a paid service and shall be provided under a contract.

49. Depositing and/or withdrawing funds with the BANK may be carried out by the CLIENT: by using ATMs for depositing and withdrawing money in BGN and/or by using machines for depositing amounts in BGN or EUR, located in 24/7 self-service areas in 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 the ProB@nking online banking system channels. A fee/commission shall be owed for cash depositing and withdrawal as per the Tariff of the BANK for Natural Persons/Legal Entities.

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 Internet Banking system ProB@nking 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 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, an audit 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.

### V. EXECUTION OF PAYMENT TRANSACTIONS

53. 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: BGN, EUR, USD, GBP, CHF.

54. 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.

55. 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.

56. In extraordinary circumstances, the BANK shall have the right to introduce temporary restrictions on the disposition of amounts in the bank accounts of natural persons/legal entities by setting an aggregate or single limit for the day for withdrawals from ATMs/collections/other and for making outgoing payment(s) through the ProB@nking online banking system. 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.



57. Provided upon receipt of a payment order for a credit transfer in a foreign currency, where the BANK is the payment service provider of the beneficiary, it is discovered that the IBAN indicated does not match the beneficiary's name indicated, 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.

58. Return of an incoming transfer in foreign currency on an order by the beneficiary shall be considered an outgoing transfer and the CLIENT shall pay for it any additionally due fees and commissions, if any, to correspondent banks.

59. 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.

60. 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. The CLIENT shall be notified of the non-execution of the transfer via the ProB@nking online banking system.

61. 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. In case the CLIENT fails to repay his/her debts within the 7 (seven) day period, the BANK shall be entitled to collect them from the CLIENT's available deposit accounts, as well as to take actions for their collection by court proceedings.

62. The BANK is entitled to delay, stop or decline the 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;
  - the authenticity of the document is questionable;
  - additional documents required for the payment are missing;
  - national and/or international sanctions are 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 natural persons, 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)).
63. The BANK is entitled to refuse crediting the CLIENT's account with funds received via transfer in their 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 natural persons, 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.

64. 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 (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.

65. The BANK shall determine timeframes for acceptance and execution of payment orders within the business day. If the day on which the payment orders are received is a Saturday, Sunday, public holiday or after the receipt time specified in item 70 of the GTCPS, they shall be deemed to have been received on the next business day.

66. For payment transactions in BGN/EUR; one-off BGN/EUR currency exchange payment transactions, or cross-border payment transactions in EUR, where the payment service provider of the beneficiary is located on the territory of EU and EEC, 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.

67. For payment transactions outside the EU and EEC, 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.

68. 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.

69. When making the payments, the BANK shall comply with the requirements of Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds, as well as the other effective legislation.

70. A transfer originated by a payment order (BISERA) by a CLIENT within the business day shall be transmitted within the same business day; an ordinary transfer in foreign currency with date of execution the same business date in EUR, USD, GBP and CHF shall be transmitted by 17:00 p.m.; an express transfer in foreign currency with date of execution the same business day in EUR and USD ordered by 17:00 p.m./in GBP ordered by 12:00 a.m. shall be executed within the business day of receipt of the payment order at the BANK, and payment orders received after the above-mentioned hours shall be executed on the next business day. The BANK executes orders for "Blink" instant transfer for an amount up to the limit set by the National Card and Payment Scheme (NCPS), 24 hours in the day, every calendar day of the year, with immediate processing after performing all necessary checks including but not limited to these related to the authentication of the originator, the availability of funds to perform the transfer, the availability of the recipient's bank under the "Blink" program of the NCPS. The BANK is not responsible if the payee's payment service provider is unavailable through the instant payment system. The bank does not offer instant payments for periodic, mass transfers, direct debits, as well as budget transfers.

71. 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, Macedonia, Romania, Serbia, Ukraine and Moldova.

72. 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 item 62 or item 63. The BANK accepts incoming instant payments in BGN "Blink" 24 hours a day, every calendar day of the year, with a value date the calendar date on which the respective instant payment is accepted.

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

73. 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 the currency in which they are held. 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.

74. Provided a transfer is ordered by a CLIENT of the BANK in any of the currencies of the Member States of EU and EEC and to a beneficiary whose payment service provider is located on the territory of the EU and EEC, 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.

75. When a transfer is ordered by a CLIENT of the BANK in a currency different from the EU and EEC member-state currencies and to a beneficiary whose payment service provider is located on the territory of the EU and EEC, the operation shall be executed as agreed with the CLIENT.

76. Where the BANK executes payments in foreign currency in the country and/or abroad, it may require 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.

77. 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 online banking system 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 online banking system.

78. 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.

79. 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.

## VII. ELECTRONIC BANK CARDS

80. Bank (debit/credit) cards are technical tools for remote electronic access by the CARDHOLDER to the funds in his/her/the ACCOUNT HOLDER's current account with the BANK and are intended for his/her identification when making non-cash payments when purchasing goods and paying for services, withdrawing cash, depositing amounts at an ATM or a machine for depositing in BGN or EUR in the 24/7 self-service areas of the BANK and when performing other transactions.

81. A Visa International debit/credit card may be issued to any legally capable resident natural person of age – a Bulgarian citizen, as well as to any legally capable foreign natural person 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 legal person/natural person. The name of the legal entity ACCOUNT HOLDER and the name of the CARDHOLDER – the physical holder of the card shall be printed on the face of the card.

82. An International Visa debit card is issued to an opened current account in BGN or 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 online banking system. 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 the 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.

83. The BANK may issue not more than 4 debit cards to one current account – one principal for the ACCOUNT HOLDER as CARDHOLDER and up to 3 secondary cards on which the CARDHOLDER may be a third party. A party to the contract 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 party shall be written on the face of the issued secondary debit card. 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 online banking system 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 item 82.

84. The issued debit card and the PIN code issued on paper shall be kept in the office of the BANK where they have been requested or shall be delivered to the address indicated by the client after payment of the fees due in accordance with the BANK's Tariff. 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 contract shall be deemed terminated.

85. 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 Contract, the card should be destroyed by the CARDHOLDER by destroying the integrity of the chip and the magnetic tape on the plastic body.

86. Upon expiry of the validity period of the card, the debit/credit card may be reissued for a new period of seventy-two months *ex officio* at the discretion of the BANK and/or upon the CLIENT's request for reissuance registered in the ProB@nking online banking system, 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 PIN (personal identification number) for payment confirmation via the Internet. The newly issued/reissued card shall be delivered by courier, to the official address for correspondence with the BANK indicated by the CARDHOLDER (in case of *ex officio* reissuance)/to the address indicated in the request for card issuance/reissuance registered in the ProB@nking online banking system 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.

87. 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 online banking system or in the envelope containing the PIN, the CARDHOLDER shall notify the BANK within 3 business days and return the card for reissue.

88. The BANK shall activate the card:

- after verification of the CARDHOLDER through the ProB@nking service or in person in 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 3D PIN (personal identification number) is obtained in a sealed envelope together with the card PIN code or via the ProB@nking online banking system. The code is known only to the CLIENT, it is unique and is used for online payment. The CARDHOLDER may change it at any time through the ProB@nking online banking system. In case of five wrongly entered 3D PINs, the same is automatically blocked. If the 3D PIN is blocked or forgotten, the CARDHOLDER may request from the BANK a temporary code, which should be changed within 24 hours.

89. The CARDHOLDER may block an active debit/credit card and/or submit via the ProB@nking online banking system 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;

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

- cash withdrawals/deposits at ATM/POS terminals/BGN/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 limit shall be maximum BGN 50 per purchase. The cash-back amount reduces the 24-hour cash withdrawal limit of the Visa debit/credit card;

91. 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 certify as follows:

- with or without entering a PIN for executing the particular payment service;
- by entering and/or registering card data on the Internet by the Authorised Holder – bank card number, bank card validity, CVV2/CVC2 code (three digits printed on the back of the payment instrument) by entering a special PIN (personal identification code) for payment confirmation online and by entering a one-time password (3D security code) or confirmation using a password/biometric identification via a mobile application. The 3D security code is dynamic and is received in an SMS message to a mobile telephone of the CARDHOLDER registered with 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.
- 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.

92. Every CARDHOLDER of a Visa card issued by the BANK may use the Visa Personal Payments (VPP) service, which allows receiving funds in his/her card from another Visa CARDHOLDER on the territory of Europe by using a mobile application. The receipt of funds in the card may be effected as:

- standard transfer, where the funds are received within two business days following the day of their sending;
- instant transfer, where the funds are received within 30 minutes following the approval of the transaction (transfer) by the card operator.
- within seven days, the beneficiary of the funds who is a CARDHOLDER shall confirm their receipt on a URL address specially designated for the purpose. Otherwise, the transfer shall be cancelled and the funds shall be returned to the sender. Provided in the course

of confirmation, the beneficiary enters three consecutive times at the indicated URL address the information about the amount and/or identification code incorrectly submitted by the sender, the site shall block the possibility for access for the next 24 hours. Provided within the above mentioned seven-day term the beneficiary enters incorrectly six times the information submitted by the sender, the transfer shall be automatically cancelled and the funds shall be returned to the sender.

93. 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 BGN 100 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 BGN 100 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 BGN 300.

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

Limit	Debit card/Visa		Debit card/Visa Business	
	for 24 hours	for 7 days	for 24 hours	for 7 days
Withdrawal from ATM	BGN 2,000	BGN 10,000	BGN 5,000	BGN 20,000
Payment via POS	BGN 5,000	BGN 12,000	BGN 15,000	BGN 25,000
Total limit (ATM and POS)	BGN 7,000	BGN 12,000	BGN 20,000	BGN 25,000
Number of transactions (ATM and POS)	20	50	40	60

95. 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.

96. The CARDHOLDER undertakes to use the debit/credit card issued to him/her and the PIN/3D PIN 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 PIN information together with the card. The CARDHOLDER is obliged to keep the card and PIN/3D PIN information in such a way as to prevent third parties from knowing them.

- The CARDHOLDER is obliged not to provide PIN and 3D PIN 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.

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

98. 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.

99. A CLIENT/CARDHOLDER may dispute in writing before the BANK any unauthorised or incorrectly executed transactions, fees and commission, as reflected in the account statement for the relevant period, immediately accessible 24/7 via the BANK's ProB@nking internet system but no later than three business days. 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 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. If, upon submitting a transaction dispute form with the BANK, the client has not yet filed a complaint with the Police/Prosecutor's Office, the client shall present a copy of the complaint with an assigned incoming reference number within three business days.

100. The BANK undertakes to cooperate for resolving cases of disputed transactions in accordance with the procedures and terms as per the established banking practice in the country, and the rules of the International Card Organisation Visa Europe. The BANK shall notify the CLIENT about the results of the check. In case the disputing is justified, the relevant amount shall be reimbursed into the CLIENT's account. In case the complaint is unjustified, the CLIENT/CARDHOLDER shall owe a fee according to the Bank's Tariff. Upon the request of the CLIENT/CARDHOLDER, the BANK shall initiate an arbitration procedures before Visa/MasterCard for resolution of the disputed payment, and all related fees and costs shall be borne by the CLIENT. The BANK shall inform in advance the CLIENT/CARDHOLDER of all actions to be taken, which may result in an obligation of the CLIENT/CARDHOLDER to pay extra fees and costs.

101. 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 PIN. Any damages resulting from such transactions shall be for the account of the CARDHOLDER.

102. 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 PIN, as well as in case of any misuse of data or loss, etc., resulting from the CARDHOLDER's bad faith storage of data.

103. 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.

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

105. 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.

106. 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 not later than 13 months after his/her account was debited. 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.

107. Transactions with international debit/credit cards shall be performed in the currency of the country where the card is used. Where payments via an international debit card are performed abroad, the translation from the currency in which the payment was performed into the currency of the current account to which the card is issued shall be carried out at the buy/sell rate of the BANK as of the day and time of transaction processing.

108. The merchant shall have the right to require the CARDHOLDER to provide a personal identification document to verify the CARDHOLDER. When executing certain payments for goods and

services, entering a PIN code shall substitute for the CARDHOLDER's signature.

## VIII. INTERNET BANKING

109. The online banking system of the BANK – ProB@nking/mobile application ProCredit Mobile allows the CLIENT – natural/legal person 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 their registered user and access rights assigned thereto.

110. The BANK's online banking system – ProB@nking shall provide to the CLIENT the option to use the following services:

Information services:

- availability, movements, account statements;
- information about loans/deposit, FlexSave accounts etc.;
- information about issued bank cards;

Payment and transaction services:

- transfers in BGN and foreign currencies;
- Utility and periodic payments;
- purchase and sale of currencies;
- depositing in a safe deposit box;
- cash collection deposit/withdrawal;
- withdrawal/repayment of loan amounts/framework agreements, credit lines, overdrafts; granting/requesting/termination of rights;
- submitting requests for issuance of certificates/reference letters;
- access to and possibility of submitting digital requests and exchange of electronic documents in the Digital Portal, etc
- authorising third parties with rights in the ProB@nking system and/or in the bank IT system and such authorisation shall be considered signed by the ACCOUNT HOLDER upon its request in the ProB@nking system;
- management of personal data and changes related to user profile, relevant rights, limits, etc.;
- issuance, activation, blocking of bank debit/credit cards;
- request for activation/deactivation of banking products and services, including and change of their parameters,
- "Trusted Accounts" – one or more counterparty bank accounts to which payments are made by identification and authorisation using only a username and password. Designation of an account as a trust account is made by the ACCOUNT HOLDER/user with full rights by confirming it with a uniquely generated dynamic code (TAN) sent via an SMS/confirmation from a specialised mobile application.

Contract conclusion:

- submitting requests for opening current/deposit/FlexSave accounts; for issuance of bank cards; for issuance of bank guarantees 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.

111. The ProB@nking service shall be 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. ProB@nking shall be accessed on 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 an SMS/confirmation from a specialised mobile application. For the use of services in the ProB@nking online banking system, the CLIENT shall owe fees and commissions in the amounts set out in the Tariff of the BANK for Natural Persons/Legal Entities.

112. 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, which the user shall mandatorily 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 out 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.

113. For the use of the BANK's online banking service – ProB@nking, the BANK shall apply procedures for strong customer authentication (SCA), which shall include two or more of the following independent elements: a) knowledge – something that only the CLIENT knows; b) possession – something that only the CLIENT possesses; c) inherence – something that characterizes the CLIENT. To use the service, the CLIENT shall also meet the following minimal technical requirements: computer configuration/mobile device with installed operating system allowing the use 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.

114. 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.

115. The BANK shall allow access to the ProB@nking online banking system only to the CLIENT/to the legal representatives of the CLIENT or to persons authorised by the CLIENT, only upon presentation of a power of attorney at an office of the BANK or its registration in the ProB@nking online banking system.

116. 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 online 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.

117. The CLIENT's legal representative(s) has a 24/7 opportunity through the ProB@nking Internet banking system to revoke the credentials of users registered in the system, terminating their access to banking. The use of this functionality restricts the rights of users in respect of which access has been terminated only in the ProB@nking Internet Banking system, but does not limit other rights of users for representation before the bank given to them by the legal representative(s), or by another duly authorized person, including, but not limited to, performing payment operations in a branch of the bank. These users' access to banking can be re-claimed in accordance with the procedure stipulated in these general terms and conditions.

118. In order to log in to the ProB@nking online 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

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 online banking system, any subsequent registration of the user personally as a natural person/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.

119. 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.

120. 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.

121. The CLIENT, including users other than the CLIENT, shall be responsible for all their actions in the ProB@nking online banking system 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.

122. When using the ProB@nking online banking system, 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.

123. 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.

124. The BANK has the right to set limits in the execution of payment operations through the ProB@nking Internet banking system/ProCredit Mobile application, to apply restrictions, as well as to introduce additional requirements, including procedural ones, when this is necessary in compliance with the current legislation or maintain security level according to the technical standards and conditions for internet/mobile banking.

125. The BANK shall not be responsible for:

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

126. 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.

127. 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.

128. A payment order received for execution on a future date shall be processed on the date of execution indicated in the payment document.

129. The BANK has the right to request additional confirmation of a payment transaction initiated through the Internet banking system ProB@nking/app ProCredit Mobile or through payment service provider, even when the same is confirmed by means of authorization. The BANK reserves the right to delay or refuse the execution of the operation, including to limit the ordering party's access to the services, in case it does not receive confirmation from the CLIENT and/or when there is doubt about the authenticity of the ordering party. The BANK is not responsible for damages suffered as a result of delay or non-fulfilment of an order.

130. The CLIENT shall be considered notified that upon registration of a new account in the ProB@nking online 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.

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

132. The CLIENT shall keep all his/her tools for electronic identification in the ProB@nking online banking system, 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 ProB@nking shall bear the risk and responsibility for non-observance of the confidentiality of the tools for electronic identification.

133. Every CLIENT, in his/her own interest, shall strictly observe the security recommendations published on the ProB@nking 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 Internet Banking.



134. 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 online 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 online 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.

135. The BANK shall not be liable when as a result of an incorrect oral or written notification of an unauthorised use of ProB@nking 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.

136. 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 shall not be held liable in case these tools are used by third parties as a result of failure to do so.

137. 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 online banking system, 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.

138. The BANK shall have the right to terminate access of any user who has not used the ProB@nking service within 6 consecutive months

## **IX. UTILITY BILL PAYMENTS AND STANDING ORDERS**

139. 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.

140. 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.

141. 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.

142. 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 online banking system ProB@nking.

143. 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**

144. 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.

145. SMS messages containing information:

- about received transfer(s) to an account of a CLIENT/legal entity/shall be sent once daily, at about 4:30 p.m. 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 BGN shall be restated 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.

146. 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.

147. 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**

148. 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.

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

150. 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 online banking system 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.

151. 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 at e-mail: [dpo@procreditbank.bg](mailto:dpo@procreditbank.bg).

## **XII. PROVISION, PROTECTION AND PROCESSING OF INFORMATION**

152. 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.

153. 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, 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 frauds related to payment services, personal data processing may continue to be performed by the BANK without the consent of the person whose data are processed.

154. The refusal of the person/legal entity entering/entered into a business relationship with the BANK to provide personal data, including documents and/or declarations required by the BANK in fulfilment of statutory obligations to identify him/her/to perform a customer due diligence, may result in the inability to establish the relevant business relationship and/or to temporarily hinder the use of a payment instrument for remote access and/or to non-performance of a requested payment or other service.

155. The CLIENT 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.

156. 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.

157. The CLIENT, who is a CARDHOLDER, is informed that the BANK shall provide his/her information, including personal data, outside the borders of the EU and the European Economic Community on demand by VISA Europe, VISA Inc. or Fraud Monitoring Agencies.

## **XIII. LIABILITY**

158. 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.

159. The BANK shall not be 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;

- for the non-execution or inaccurate execution of a payment transaction in case of inaccuracy or technical error of the IBAN or other identifier of the beneficiary's account specified by the CLIENT in the payment order;

- 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 fails to comply with its 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;

160. 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 shall notify the BANK immediately at telephone: 0700 170 70/the Operator servicing the BANK (BORICA) or shall submit a written notification at an office of the BANK during 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.

161. 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, forgery or other unauthorised use of the card, except for the cases of intentional fault and serious misconduct in using the card by the authorised cardholder.

162. The BANK shall have the right to block the use of a payment instrument:

- 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 online banking system.

- failure to complete or update customer due diligence, including in cases where the customer refuses to cooperate or cannot be contacted for the purposes of identification, clarification of the origin of funds, provision of information for the purposes of automatic information exchange in the field of taxation and prevention of money laundering;

163. A CLIENT who is a CARDHOLDER of a Visa debit card may submit a written claim to the BANK concerning the execution of an unauthorised or incorrectly executed payment transaction, incorrectly collected fees and commissions, immediately after becoming aware of the respective transaction, via the ProB@nking online banking system, but not later than three days after receipt thereof. Non-submission of a claim on the part of the CLIENT within the above-mentioned timeframes is considered to be a silent acknowledgement of the payment transactions effected and payment services received.

164. 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.

165. In case the CARDHOLDER would like to dispute the execution of payment transactions effected without his/her authorisation, he/she shall file an official complaint to the competent authorities (Police/Prosecutor's Office) notifying them of the unauthorised use of his/her bank card. A copy of the complaint bearing a reference number assigned by the respective authority shall be provided to the BANK. 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.

166. 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/Mastercard (where applicable), notifying the CLIENT of the

outcome of the investigation. At the request of the CARDHOLDER, the BANK may start arbitration procedures before Visa/Mastercard for transactions disputed by the CARDHOLDER, and all related fees and costs shall be borne by the CARDHOLDER. The BANK shall inform the 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 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 of the timeframe for its reply. In case of a groundless claim on the part of the CLIENT, he/she shall owe a fee in accordance with the effective Tariff of the BANK.

167. 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.

168. 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.

169. 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.

170. The CLIENT shall bear the damages resulting from all unauthorised payment transactions, effected by using a lost, stolen, or otherwise unlawfully obtained payment instrument amounting to up to BGN 100 (one hundred), if the losses result from fraud or from non-performance of an obligation on behalf of the CLIENT, such as action/inaction of the CLIENT being associated with the use of the payment instrument:

- 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 a.m.;
- 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**

171. 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 online banking system of the client unless otherwise agreed. Upon closure of the account made no later than 30 days from receipt of the REQUEST, the contract shall be deemed terminated by mutual agreement of the parties.

172. 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 Internet Banking, in the following cases:

1. upon expiry of the term for which the account is opened;
2. unilaterally, with a two-month written notice published in the CLIENT's ProB@nking online banking system;
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.

4. the account is related in whatever way with activities with virtual currencies and/or 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 morality 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;

5. the service for provided POS terminal(s) by the BANK to the CLIENT may be terminated:

- by mutual consent between the Parties;
- by a unilateral 7-day written notice, addressed to the other party to the Agreement;
- unilaterally without notice, in case of suspicion of using the service in violation of any legal requirements, as well as when it is notified or there is a reasonable suspicion that the account and/or remote access tool are used for activities included in the prohibition list of the BANK, as well as for illegal purposes, including money laundering, and in cases of sanctions imposed against the CLIENT.

6. When terminating the service of provided POS terminal(s), the BANK has the right to block in the CLIENT's account for a period up to 4 months an amount up to 50% of the average monthly turnover for the last 4 months.

173. 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.

174. 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.

175. 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.

176. The contractual relations between the BANK and the CLIENT with respect to provision of the ProB@nking online banking service may be terminated upon initiation of insolvency or liquidation proceedings against any of the parties.

177. 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**

178. A CLIENT, as a User, 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 the financial services actually provided under the contract.

In case the User 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 Customer 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**

179. An integral part of these General Terms and Conditions shall be the Tariff of the BANK, the Interest Rate and Exchange Rate Bulletins and the specific terms and conditions applied by the BANK to individual products and types of payment transactions, including up-to-date versions of the following documents: the Uniform Customs and Practice for Documentary Credits; the Uniform Rules for Collections;

180. The Uniform Rules For Demand Guarantees, issued by the International Chamber of Commerce (ICC);

181. For all matters not expressly settled in 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.

182. 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 brought to the Conciliation Committee for Payment Disputes at the Commission for Consumer Protection, if the CLIENT is a CONSUMER, or to the competent Bulgarian court.

183. The General Terms and Conditions, the Tariff of the BANK, the Interest Rate and the Exchange Rate Bulletins may be amended and supplemented at all times by the BANK and the amendments shall apply to all uncompleted legal relations in accordance with the provisions of Section I. The BANK shall notify the CLIENT of any envisaged changes in the General Terms and Conditions, the Tariff and the Interest Bulletin, including changes in the payment services provided, at least two months before the date on which they come into effect, by means of notices at designated places in the offices, as well as by publishing them on the BANK's website. The BANK shall not notify the CUSTOMER 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 were adopted by a decision in MB Minutes No. 495/17.07.2012. Changes in this document were adopted by decisions in MB Minutes 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 01.03.2018; No. 674/25.06.2018, effective 01.07.2018. MB Minutes No. 697/15.02.2019, effective 20.02.2019 MB Minutes No. 707/09.07.2019, effective 10.07.2019 MB Minutes No. 713/24.10.2019, effective 25.10.2019; MB Minutes No. 717/15.11.2019, effective

16.11.2019; MB Minutes No. 718/18.11.2019, effective 18.11.2019, effective 31.01.2020; MB Minutes No. 735/01.04.2020, effective 14.04.2020; MB Minutes No. 772/11.12.2020, effective 11.12.2020, MB Minutes No. 781/19.02.2021, effective 19.02.2021; MB Minutes No. 790/07.05.2021, effective 07.05.2021; MB Minutes No. 802/27.08.2021, effective 31.08.2021; MB Minutes No. 821/18.02.2022, effective 18.02.2022; MB Minutes No. 846/12.08.2022, effective 12.08.2022; MB Minutes No. 850/23.09.2022, effective 23.09.2022; MB Minutes No. 873/24.03.2023, effective 24.03.2023; MB Minutes No. 906/08.12.2023, effective 08.12.2023. MB Minutes No. 913/02.02.2024, effective 02.02.2024