

## GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES

**ProCredit Bank (Bulgaria) EAD**, UIC 130598160, having its seat and registered office at: 26 Todor Aleksandrov Blvd., Sofia 1303 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 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 (General Terms and Conditions), the following terms and acronyms have the following meanings:

**CLIENT** – a person or a legal entity, a counterparty to a particular legal relationship, subject to regulation under these GTPS;

**USER** – any 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 GTPS shall set out the general relations between the BANK and the CLIENT in relation to the payment and/or other services provided by the BANK.

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

3. The CLIENT shall maintain sufficient balances in his/her accounts to cover his/her obligations and authorizes 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 GTPS, 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 Contract, 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 operations 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 shall provide payment services and execute payment transactions from/to an account, held with it only upon an instruction by the account holder, respectively by a person duly authorized thereby. 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 transfer in the cases provided for in the Law on Payment Services and Payment Orders and/or agreements with clients for safe deposit boxes.

8. The BANK shall not monitor for the lawfulness of the transactions related to payment services provided by it, including for transactions based on forged documents.

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 ID document. On expiry of the ID document provided by the CLIENT, the latter undertakes to submit an up-to-date ID document at an office of the BANK prior to execution/ordering 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.

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

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. The amounts available in accounts of a deceased account holder shall be made available to his/her heirs or to their authorized representative/proxy against presentation of documents evidencing the succession rights of the persons lodging the claims. The bank processes payment orders/account closure within 30 days from submission of documents, proving claimants' inheritance rights. The amount transferred for a period of time after the month of death of the account holder 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 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.

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.

### II. BANK ACCOUNTS

17. Bank accounts are payment accounts maintained by the BANK, which are used for holding of funds and/or executing payment transactions. Every account shall be assigned a unique international number (IBAN), in line with the requirements laid down in an Ordinance of the Bulgarian National Bank ("BNB").

### 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 particular date (maturity date) or under other previously agreed conditions for payment;
- Flexsave – 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 at the time of opening of the Letter of Credit;
- payment account with basic features – for execution of basic payment operations; other types of accounts, not named in these GTPS, used for holding funds, which are serviced under terms and conditions set out in a Contract.

19. The CLIENT shall owe to the BANK a handling and maintenance fee according to the BANK's Tariff, which shall be deducted by the BANK on a monthly basis at the end of the relevant 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 applies a requirement of maintaining a minimum balance in an amount set out in the BANK's Tariff and/or for execution of certain transactions. In case the commitment to maintain the minimum balance in and to perform the minimum number of

transactions on an account is not fulfilled, the BANK shall be 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 private individuals resulting from real estate transactions for housing needs;  
deposits of private individuals resulting from amounts paid in relation to marriage/termination of marriage, termination of employment or official legal relation, disability or demise;  
• deposits resulting from insurance or social security payments or of payment of compensations for damages caused by crime or a revoked sentence.

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. The guaranteed amounts on accounts with banks shall not be paid under the terms and conditions and within the time limits set out in Article 11 and Article 20, paragraph 8 of the Bank Deposit Guarantee Act.

24. A CLIENT can find/obtain more information at [www.dif.bg](http://www.dif.bg) and/or by contacting the Bank deposits Guarantee Fund, at 27 Vladayska Str., Sofia, phone +359 2 953 1217, e-mail: [contact@dif.bg](mailto:contact@dif.bg).

## OPENING AN ACCOUNT

25. A CLIENT's account shall be opened after the BANK and the CLIENT conclude a Framework Agreement for Provision of Payment Services.

26. In case of a signed Framework Agreement and granted access to use the ProB@nking online banking system, the availability of a request filed in the CLIENT's online banking for opening the relevant account shall have the effect of a new contract for opening of the respective bank account.

27. Any account of an ACCOUNT HOLDER who is an agricultural producer or a self-employed person, for which account, upon its opening, it has not been clearly specified by the ACCOUNT HOLDER that the latter will benefit from it 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 information about all transactions on that particular account in a specific period of time and shall indicate the opening and closing balances in the account for the given period.

29. The information shall be provided to the ACCOUNT HOLDER on hard copy at an office of the BANK, electronically, via the ProB@nking online banking system or can be sent via SWIFT in MT940 format to a specific bank code – BIC, provided by the ACCOUNT HOLDER

## CURRENT ACCOUNTS

30. Every 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 and online banking registration. A current account makes it possible to use services and payment transactions set out in the Tariff for Legal Entities and Private Individuals of the BANK.

31. A precondition for opening/maintaining a deposit and savings account is the existence of a current account with 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 maintain a payment account with basic

features under the provisions of Article 118 of the PSPSA in Bulgarian leva on the grounds of a Framework Agreement signed between the BANK and the CLIENT.

33. A right to open and use a single payment account with basic features shall be granted to a CLIENT of the BANK, who meets the following conditions, cumulatively applied:

- who resides legally in the European Union (within the meaning of PSPSA);
- who holds 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 Appendix 1 of these General Terms and Conditions.

35. The BANK may unilaterally terminate a framework agreement for a payment account with basic features, where at least one of the following conditions has been 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 has been opened;
- the CLIENT has deliberately used the payment account for illegal purposes;
- the CLIENT has breached the conditions of the framework agreement.

## DEPOSIT ACCOUNTS

36. A deposit account is intended for keeping 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 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 based 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. Any 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 according to the effective Interest Rate Bulletin of the BANK at the date of renewal. Depositing additional amounts, as well as any operations with part or the whole amount of the deposit, as well as any change in its type and/or term before the maturity date shall 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 with 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 in which the CLIENT deposits a sum of money in BGN and EUR in a savings bank account opened in his name for storage of money, in an amount higher than the minimum balance provided for the product, for an unlimited period. The amount of the minimum

balance and the interest rate are determined in the current Interest Rate Bulletin. In case of a change in the Interest Rate Bulletin concerning the FLEXSAVE product, it is applicable to current Clients two months after its publication on the Bank's website.

43. The interest is accrued daily on the amount available on the money storage account on the basis of real number of days - 365/360 and is paid by the Bank to the current account of the CLIENT once a month at the beginning of the month following the month for which it is accrued. Upon closing the bank account for money storage FLEXSAVE, the BANK charges interest for a period from the date of the last maturity to the date of closing the account and together with the available amount pays it to the current account of the client on the day of closing the account.

44. The CLIENT may perform through the Prob@nking system actions for depositing to/ withdrawing from the money storage account unlimited, only to through his current accounts in the Bank.

### III. DOCUMENTARY OPERATIONS

45. The Bank shall process the following documentary operations: letters of credit, guarantees and documentary collections, for which the Client shall owe to the BANK fees and commissions, 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 Paris for the respective type of instrument.

46. When processing documents for documentary operations, the BANK shall check all presented documents with due diligence in order to estimate the fulfilment of all terms and/or conditions set by the CLIENT, respectively of 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 documentary operations.

47. Where a Client is the beneficiary of a Letter of Credit or a bank guarantee and all fees are for the account of the principal or the issuing bank, but these fees have not been paid, the beneficiary shall be owe commissions to the Bank.

### IV. DEPOSIT AND WITHDRAWAL OF FUNDS

48. Funds may be deposited with the BANK using a safe deposit box or by means of cash collection in the form of a valuable parcel and the daily deposited amount under this procedure may not exceed BGN 50,000 (fifty thousand Bulgarian lev) or its equivalent in another currency. This is a paid service and shall be provided under a contract.

49. Cash funds may be deposited with the BANK by a CLIENT by: using ATMs for cash deposit and withdrawal in BGN and/or by using cash deposit machines to deposit amounts in BGN or in EUR, located in the 24/7 self-service zones at the offices of the Bank. The BANK shall credit the account of the CLIENT with the deposited amount with a value date the date of making the deposit. A fee/commission shall be owed for cash depositing and withdrawal as per the Tariff of the Bank for Private Individuals/Legal Entities.

50. The BANK shall credit the CLIENT's account in the manner and within the time limit set out in the contract concluded for the purpose. In case of the CLIENT's disagreement with the credit/debit transaction effected on their account due to discrepancy with the account statements provided thereto, the CLIENT shall inform the Bank via the Prob@nking online banking system within 30 days of crediting/debiting of the account.

51. Where a technical problem arises when depositing cash, the BANK shall have the right to refuse to credit the account with the amount indicated by the CLIENT until it makes a verification 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 services and the client's contention, 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 shall be considered to be authorized only if the payer has given their consent to its execution in a manner agreed with the BANK and the transfer is in one of the following currencies: BGN, EUR, USD, GBP, CHF, CNY.

54. The INITIATOR 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 payee's bank.

55. In the absence of explicit instructions for the execution of a transfer order, the BANK has the right at its discretion to determine the method of execution, except for the cases of payments in BGN within the

country, to which the procedure provided for by law shall apply as follows:

- execution via the RINGS payment system, if the transfer amounts to or exceeds BGN 100,000;
- execution via the BISERA payment system, in all the other cases except for those above, which are executed via RINGS.

56. 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 payee, it is discovered that the IBAN indicated does not match the payee's name indicated, the BANK has the right at its own discretion to process the payment order to the IBAN indicated by the initiator, or make an inquiry.

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

58. In case of transfers in US dollars, 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 initiator for bearing all expenses.

59. The BANK shall execute fund transfers on an CLIENT's order only 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.

60. Should the balance in the CLIENT's account specified for execution of a specific ordered transaction is insufficient, including if the amount of the transfer exceeds the amount of the authorized overdraft on the account, the BANK may, by way of exception, execute the payment by granting the necessary amount as an unauthorized overdraft on the account and charge interest on the unauthorized overdraft in the amount set out in the BANK's Tariff. The granted amount, including the interest charged thereon, shall become automatically due and payable on crediting the account with the granted amount. The BANK may collect its receivables from any current account of the CLIENT kept with it. Should there be no current accounts/funds in them, the BANK shall grant the CLIENT a 7 (seven)-day time limit for their repayment. If the CLIENT fails to repay his/her liabilities within the 7 (seven)-day time limit, the BANK shall have the right to collect from their available deposit accounts of the CLIENT and may take actions for collecting them before the courts.

61. The BANK is entitled to refuse execution of a payment order if:

- one or more of the prerequisites for processing the payment are missing;
- the authenticity of the document is questionable;
- additional documents required for the payment are missing;
- there are national and/or international sanctions with regard to organizations, institutions, persons or countries related to the specific payment order;
- there are limitations pursuant to the existing legislation and/or the applicable rules for execution of the relevant payment transaction and/or the contractual conditions, under which the account is kept;
- 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;
- the transfer is ordered to any of the following countries/territories or parties related to them: the Islamic Republic of Iran, the Democratic People's Republic of Korea (North Korea), Transnistria, Crimea, Abkhazia, North Ossetia or Nagorno-Karabakh.

62. 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;
- the transfer is received from any of the following countries/territories or related parties: the Islamic Republic of Iran, the Democratic People's Republic of Korea (North Korea), Transnistria, Crimea, Abkhazia, North Ossetia or Nagorno-Karabakh.

63. The CLIENT is informed and acknowledges that depending on the transaction type the BANK may require submission of additional documents/data with a view to executing 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.

64. The BANK shall determine timeframes for acceptance and execution of payment orders within the business day. Payment orders received on Saturdays, Sundays, official holidays, or after the respective hour set out in item 69 of the GTCPS, shall be considered to be received on the following business day.

65. 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 payee is located on the territory of the European Community (EC), the BANK shall ensure that the amount of the payment transaction be credited to the payment account of the payee's payment service provider not later than the end of the first business day after the it is received.

66. In the case of payment transactions within the European Community, other than those indicated in the previous item, the BANK shall ensure that the amount of the payment transaction is credited to the account of the payee's payment service provider not later than the end of the fourth business day after it is received.

67. The CLIENT may, at all times but before their account is actually debited, cancel a payment and withdraw a submitted payment order. The CLIENT shall owe a fee according to the Bank's Tariff for any change/cancellation of a transfer tracking of an executed transfer, transmission of a transfer within 2 hours of the submitting of the payment order and the documents thereto.

68. When executing 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 payee information accompanying transfers of funds and the other effective legislation. A transfer, ordered by a client with a payment order BISERA within the business day shall be executed on the same business day; an express transfer (RINGS) shall be executed by 3:00 p.m.; an ordinary transfer in foreign currency – EUR, USD, GBP and CHF with date of execution the same business day – shall be executed by 5:00 p.m.; an express transfer in foreign currency with date of execution the same business day in EUR and USD stated by 5:00 p.m./in GBP stated 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.

69. 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.

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

70. The CLIENT undertakes to pay all fees, commissions, interest (agreed and/or awarded) in accordance with the effective Tariff of the BANK. In case of non-payment, the BANK has the right to collect its receivables *ex officio* from any of the accounts of the CLIENT, including from any deposit and FLEXSAVE account, regardless of their currency of denomination. Should receivables be collected from an account in a foreign currency, the amounts shall be calculated at the BNB fixed exchange rate on the day and time of the transaction. In case there are no sufficient funds in the CLIENT's accounts to cover a liability for a fee/commission on the day when the liability to pay arises, the BANK shall debit the amount due from the account in which the liabilities are kept with which the payment of the relevant fee/commission is related. The BANK shall charge penalty interest as per the Tariff of the BANK on the amount of the fee and commission receivables until the moment of repayment thereof. The receivables shall be due and payable as of the time of their occurrence, hence in case the CLIENT fails to pay them within 7 (seven) days, the BANK shall withhold them from the related person's account or shall be entitled to bring an action in court for their collection.

71. In case of a transfer ordered by a CLIENT of the BANK in a currency of an EC Member State in favor of a payee whose payment service provider is located on the territory of the EC, the BANK shall process such a transaction, and the payer shall pay all fees and commissions owed to the BANK for the payment service provided, and the payee shall pay the fees and commissions to their payment service provider, except for the cases where the transaction requires currency conversion and in these cases the BANK shall execute the payment as agreed with the CLIENT.

72. Where a transfer is ordered in a currency other than the currency of an EC Member State and in favor of a beneficiary whose payment

service provider is located on the territory of the EC, the BANK shall execute the transaction as agreed with the CLIENT.

73. 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.

74. 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.

75. 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 and transactions that may be effected with the funds.

76. 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

77. Bank (debit/credit) cards are technical tools for remote electronic access by the CARDHOLDER to the funds in their/ ACCOUNT HOLDER's current account with the BANK and are designed for their identification when making non-cash payments in purchasing goods and paying for services, cash withdrawals, depositing at ATMs or deposit cash machines funds in BGN or EUR at the 24/7 self-service zones of the BANK and in executing other operations.

78. An international Visa debit/credit card may be issued to any legally capable local person of age – a Bulgarian citizen, as well as to any legally capable foreign person of age, in compliance with the Bulgarian legislation. 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 the legal entity/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.

79. 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.

80. The BANK may issue up to 4 debit/credit cards to one current account, one them primary – for which only the ACCOUNT HOLDER may be the CARDHOLDER, and up to 3 secondary cards of the same type, of which a third party may be the CARDHOLDER. 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 fees due payment according to the BANK's Tariff.

81. The debit/credit card and PIN issued shall be kept at the BANK's office, where their collection is requested or shall be delivered to the address specified by the Client after fees due payment according to 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 contact shall be deemed terminated.

82. The validity term of a debit/credit card shall be forty-eight calendar months and shall expire on the last day of the 48<sup>th</sup> month, as indicated on the card. Upon expiry of its validity or upon termination of the Contract, the card must be destroyed by the CARDHOLDER by destroying the integrity of the chip and the magnetic tape on the plastic body.

83. Upon expiry of the card validity term, *ex officio* at the discretion of the BANK and/or upon a request for reissuance registered in Prob@nking by the client, the debit/ credit card may be reissued for a new term of forty-eight months under the same terms and conditions, settings and personal data of the CARDHOLDER. The new card shall have a new number, CVV (Card Verification Value) a new PIN (Personal Identification Number) for withdrawal/deposit of funds at ATMs/cash deposit machines and a special 3D PIN (Personal Identification Number) for online payment confirmation. A newly issued/reissued card and/or PIN shall be delivered by a courier service to the official address indicated by the CARDHOLDER for correspondence with the Bank (in case of *ex officio* issuance)/to the address indicated by the CLIENT in the request registered in Prob@nking for issuance /reissuance of a card (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;
- uncollected cards/PINs shall be returned to the BANK's office servicing the CARDHOLDER, from where the latter may receive them within the terms specified in these General Terms and Conditions for Payment Services (General Terms and Conditions) shall not refund to the CARDHOLDER the fee deducted for delivery to an indicated address.

84. If the number on the face of the card and the number printed on the closed envelope with the PIN do not match, the CARDHOLDER shall, within 3 business days, notify the BANK and return the card to be reissued.

85. 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;
- for execution of non-cash payments with the card via POS terminals, the CARDHOLDER has to change the received PIN code of the card to a code freely chosen thereby at an ATM terminal. In all cases, operation of the card shall be possible only after its activation.

86. The CARDHOLDER may block an active debit/credit card or may 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 an amount set out in the effective Tariff of the BANK.

87. The following operations may be performed with a debit/credit card:

- cash withdrawal and/or cash deposit via ATMs/POS/cash deposit machine in BGN and EUR owned by the BANK;
- payment for purchase of goods and services via a POS terminal/online;

- payment of recurring obligations via ATMs;
- receipt of statement of balances in current accounts and performed transactions via ATM terminals;
- change of PIN via ATMs;
- purchase with cash back (Visa Cash Back) can be done at POS terminals bearing 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;

88. Prior to the execution of the payment transaction, the Cardholder agrees to the execution of a 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 online card data by the Authorized 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 the specific good/service 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 provider of goods and/or services and authorizing the latter to use it for payment by the Cardholder via means of telecommunication – number and validity of the bank card, CVC2/CVV2 code.

89. Every CARDHOLDER of a Visa card issued by the BANK may use the Visa Personal Payments (VPP) service, which allows for receiving funds in their card from another holder of Visa card issued within Europe by using a mobile application. The receipt of funds in the card may be effected as:

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

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

- where a contactless payment is up to BGN 100 or its equivalent in the currency of the relevant country, the order shall be executed without entering a PIN;
- where the contactless payment is above the amount of BGN 100 or its equivalent in the currency of the relevant country, the order shall be executed in a contactless manner or by contact, depending on the requirements valid in the particular country and after entering a PIN.
- A PIN code for confirmation shall also be requested where contactless payments exceed 5 consecutive transactions and/or a total amount of BGN 300.

91. The BANK shall set a maximum allowable limit and/or number of payments, executed using a debit card, as follows:

	Debit card/Visa		Debit card/Visa Business	
	for 24 hours	for 7 days	for 24 hours	for 7 days
Limit				
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

92. 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.

93. The CARDHOLDER undertakes to use the debit/credit card issued thereto only in person, to not give the card to third parties and to take due care for preventing any unauthorized access to the card. The CARDHOLDER shall have the right to make multiple changes to his/her PIN on ATMs.

93.1. A CLIENT/CARDHOLDER may dispute in writing before the BANK any unauthorized or incorrectly executed operations, fees and commission, as reflected in the account statement for the relevant period, immediately after its receipt, but not later than three business

days. Operations 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 may not dispute operations by secondary cards, provided they were executed with the intention of damage or negligence by the CARDHOLDER of a secondary card. A condition for disputing of transactions not authorized by the CARDHOLDER 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 unauthorized 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.

93.2. The Bank undertakes to cooperate for resolving cases of disputed operations in accordance with the procedures and terms as per the established banking practice in the country, and the rules of the International Card Organization 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.

94. In the event the CARDHOLDER enters an incorrect PIN three consecutive times, 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.

95. Operations requested by the CARDHOLDER shall be performed in the chronological order of their receipt at the provider, observing the requirements of Chapter Five of the PSPSA and shall be authorized 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 authorization, 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 unauthorized overdraft, on which interest shall be charged as per the Tariff of the BANK.

96. Transactions effected by the CARDHOLDER shall be authorized/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 unauthorized 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 unauthorized 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 authorized payment transactions, Initiated by or through the payee.

97. 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.

98. The merchant shall have the right to require presentation of a personal identification document of the CARDHOLDER for identification purposes. When executing certain payments for goods and services, entering a PIN code shall substitute for the CARDHOLDER's signature.

## VIII. INTERNET BANKING

99. The BANK's online banking system – ProB@nking shall provide to a CLIENT – private individual/legal entity access to their accounts

opened and held with the BANK and the option to operate them online, depending on the requested users thereof and the access rights assigned to them.

100. 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 and FlexSave accounts;
- notifications by the BANK. Payment and transaction services:
- transfers in BGN and foreign currencies;
- 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:
- authorizing third parties with rights in the ProB@nking system and/or in the Bank's information system, and such authorization shall be considered signed by the ACCOUNT HOLDER upon its being requested in the system;
- management of personal data and changes related to user profile, relevant rights, limits, etc.;
- submitting requests for issuance of certificates/reference letters;
- "Trusted accounts" – one or more counterparties' bank accounts, payments to which are made by identification and authorization only with a username and password. Determination of one account as trustworthy is done by the ACCOUNT HOLDER/user with full rights through its confirmation with a uniquely generated dynamic code (TAN) sent via SMS message/ through its confirmation via specialized mobile application.

Contract conclusion:

- submitting requests for opening of current/deposit/FlexSave accounts; for issuance of bank cards; for issuance of bank guarantees and/or for provision of a payment service and/or other service, where the request for performance of the requested service shall automatically turn into a concluded contract for the relevant service.

101. The ProB@nking service shall be activated automatically upon opening of 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. Access to ProB@nking shall be available at web address: <https://probanking@procreditbank.bg>, and users shall identify themselves with an user name and a password and/or uniquely generated dynamic code (TAN) sent via SMS message/confirmation via specialized mobile application. For using services in the ProB@nking online banking system, the CLIENT shall owe fees and commissions in amounts set in the BANK's Tariff for Private Individuals/Legal Entities;

102. Upon registration at an office of the BANK, every user of the service shall indicate an user name for access to ProB@nking and shall provide a valid e-mail address to which the BANK shall send a temporary password for access, which the user shall mandatorily change on his/her first entry in the online banking 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 Agreement for banking services, through which the CLIENT shall access the Internet banking system ProB@nking in a secure environment via username and password

103. For use of the service, the BANK shall set the following minimum technical requirements to the CLIENT: a computer configuration/mobile device with installed operating system allowing for the use of the service, access to Internet and a web browser. The BANK shall not be held responsible if the CLIENT does not have the required licenses for use of software products, which are necessary for Internet Banking operation.

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

105. The BANK shall provide access to ProB@nking only to the legal



representatives of the CLIENT or to persons authorized thereby, upon presentation of a power of attorney at an office of the Bank or its registration in ProB@nking online banking system.

106. The CLIENT has the right to modify/ to withdraw rights of authorized persons; authorize new persons with rights to operate with the accounts through registration of the respective change in the ProB@nking online banking system and confirmation of the change by entry of a uniquely generated dynamic code (TAN) sent via SMS message/by using specialized mobile application/ by requesting in writing at an office of the BANK.

107. To log in to the ProB@nking Internet banking system, make payments and/or request banking and/or other services electronically, the CLIENT shall complete one of the following registrations for identification:

- To receive a uniquely generated dynamic code (TAN) sent via SMS message;
- To use a specialized application for mobile devices – B-Trust Mobile Registration is made by using ProB@nking Internet banking system or by another way permitted by the law. The mobile number on which the TAN shall be received via SMS message/registration confirmation code for the specialized mobile application is indicated by the CLIENT/ authorized person. The change of the mobile number/subsequent registration of the specialized application shall be carried out in the order of initial registration. Providing the user is registered for the specialized mobile application, for authorization and additional identification in ProB@nking Internet banking system, each subsequent registration personally as private individual/as freelancer/as legal representative of legal entity/as proxy shall be linked to the existing specialized mobile application. The BANK has the right to change the means of identification, authorization and combination of them, only after preliminary notifying the CLIENT.

108. The BANK shall not be responsible if the user does not receive the sent SMS due to absence of contractual relations with the mobile operator and/or technical reasons related to the mobile operator or technical devices of the user (e.g. no coverage, no 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.

109. The BANK accepts the positive validation of the password and the other means of electronic identification and authorization provided to the user as sufficient evidence of his/her identity.

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

111. When using the ProB@nking online banking system, the CLIENT unconditionally consents, and authorizes 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.

112. The BANK shall process the received documents under a procedure, conditions and timeframes, set out in the effective laws and in these GTCPS by executing orders submitted in the form and content required by law.

113. The BANK shall not be responsible for:

- the consequences arising from wrong, inaccurate and/or incomplete Order/request/application submitted in person at an office or via ProB@nking;
- for damages and loss of profit as a result of inaccuracies or errors in the transmission of information, technical problems and Force Majeure circumstances.

114. 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.

115. 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.

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

117. The BANK may require an additional confirmation of a payment order initiated via ProB@nking even when it has been signed with an authorization device. The BANK reserves its right to delay or refuse the execution of the transfer/s in case of not receiving the client's confirmation and/or suspecting an executor's authenticity. The BANK shall not be responsible for damages caused, due to delay or non-execution of a payment.

118. The CLIENT shall be considered notified that upon registration of a new account in the 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.

119. Information about a movement in the account, including account statements, shall be provided in ProB@nking as of the time of registration of the 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.

120. The CLIENT shall keep all his/her tools for electronic identification (TAN) in ProB@nking, which shall be used only by the persons with granted right of access to the system, and shall create conditions to prevent any possibility of unauthorized 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.

121. 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 minimize potential risks in using Internet Banking.

122. In case of loss, destruction or theft of the mobile phone where the specialized mobile application is installed/SIM card the number of which is used to receive uniquely generated dynamic codes (TAN) sent via SMS message and in case of a suspicion that a third party might know one or more of the personal identification features (user name and/or password), the CLIENT/USER shall be obliged to immediately inform the BANK and to demand blocking of the access to the system. The CLIENT/ proxy shall bear full property responsibility, in case of illegal use of a mobile number, registered in ProB@nking Internet banking system in the cases as follows: providing an incorrect mobile number; failure to notify/untimely notification to the BANK for the mobile number's change or for SIM card's theft to which the respective registered in ProB@nking Internet banking system mobile number is directed, as well as in case of illegal taken away/loss of the device on which the specialized mobile application is installed.

123. The BANK shall not be liable when as a result of an incorrect oral or written notification of an unauthorized 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.

124. The BANK shall not be liable for illegal actions performed by third parties through ProB@nking, which have caused damages to the CLIENT, when the actions have been performed through access by unauthorized persons to the electronic identification tools (user name and password, and/or the specialized mobile application or the mobile phone/ SIM card). The storage and protection of the signing tools (specialized mobile application or mobile phone/SIM card) from unauthorized access is CLIENT's responsibility and the BANK is not responsible in case these tools are used by third parties as a result of non-compliance with this obligation.

125. The BANK is entitled to add new or block existing services temporarily or permanently, including such that are in response to changes in laws, without prior notice. If the BANK widens the scope of services in ProB@nking, it is deemed that the CLIENT has given his/her consent to this when the CLIENT uses the service for the first time.

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

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

127. The Utility Bill Payment and/or Standing Order service allows the BANK, from an account indicated by the CLIENT, with a bank card issued to it and against payment of a fee, 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).

128. The BANK shall execute the following utility bill payments and/or standing orders for payment arising after the date of registration: for the payment of bills for utility services – from the month following the month of registration; standing orders for recurring fixed payments – from the calendar month of registration, provided that the registration is at least ten days before the liability due date. If they so wish CLIENTS may set a different, later start date than the one indicated above, from which the BANK shall make the requested payment. The BANK shall not be a party to the relations between the CLIENT and the merchant/utility services provider and shall not be held responsible in disputes arisen between the merchant/provider and the CLIENT as regards the amount of liabilities and their pay ability.

129. The CLIENT shall maintain a sufficient balance in his/her account to meet the requested payments and shall timely notify the BANK of changes of the billing client number, a bank account number of a counterparty, and change of the deadline for payment, etc. The BANK/Operator processing the payment shall not be liable for execution/non-execution of a payment as a result of untimely notification of the change by the CLIENT.

130. The CLIENT may fix a maximum amount (limit) within which payments requested thereby are to be effected. In this case, incoming requests for payments of amounts above the limit shall not be fulfilled.

131. When utility bill payments and standing orders are performed, the CLIENT's account shall be debited for the full amount of the liability and 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, but the current liability will not be paid.

#### **X. ELECTRONIC NOTIFICATION**

132. The Electronic Notification service enables notification of the CLIENT about the circumstances expressly indicated by him/her, with an electronic short message sent to a mobile phone (SMS) and/or to an e-mail address.

133. 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.

134. The BANK/Operator shall not be liable:

- where due to absence of contractual relations of the ACCOUNT HOLDER with 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 of the account holder, including no coverage, no roaming coverage, turned-off device, etc., an SMS message that was sent has not been received.
- where the mobile network operator/Internet provider does not ensure 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 incorrectly submitted by the CLIENT telephone numbers, e-mail addresses, numbers of bank accounts, bank cards, etc.

135. 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**

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

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

138. 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 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.

139. 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**

140. Using products offered by the BANK, including cases where no Contract is required for the provision of a specific service, shall require identification (establishing of personal data) of the CLIENT and his/her representatives.

141. 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.

142. Refusal to provide personal data, especially in cases where the need of identification is a legally set obligation on the BANK, leads to impossibility to create the relevant legal relation/use the relevant service.

143. 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.

144. The CLIENT is informed that when international payment systems are used for execution of cross-border payments and payments in national currency via the Real-time Interbank Gross Settlement System RINGS, the processing of personal data extends outside the national borders and is processed 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, 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/authorized representative shall be provided to the US authorities on demand.

145. 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**

146. 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 shall not be 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.

147. 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;
- for losses resulting from disturbances of its operations 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 telephone connections or online 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 operations on certain days or for a certain period of time;
- for damages and/or unfavorable consequences, resulting from delays and/or losses in the transmission of messages/letters/documents, except for damages caused through its fault.

148. In case of destruction, loss, theft, robbery, forgery or use of a card in any other unauthorized 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 shall 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.

149. The BANK shall not be liable for any damages, which have occurred as a result of unlawful use of the card in cases where it has diligently fulfilled an order for execution of operations before receiving a notification of destruction, loss, theft, forgery or other unauthorized use of the card, except for the cases of intentional fault or gross negligence in using the card by the authorized cardholder.

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

- in the cases of violation of the provisions of the law and the General Terms and Conditions for use of the particular service or threatening the security of the system supporting the provision thereof;
- due to objective reasons related to ensuring the security of the instrument and the information contained in case of any suspicion of unauthorized or fraudulent use, for which it shall notify the CLIENT via the ProB@nking online banking system.

151. A CLIENT who is a CARDHOLDER of a Visa debit card may submit a written claim to the BANK concerning the execution of an unauthorized 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.

152. The BANK shall not execute 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.

153. In case the CARDHOLDER would like to dispute the execution of payment transactions effected without his/her authorization, he/she shall file an official complaint to the competent authorities (Police/Prosecutor's Office) notifying them of the unauthorized 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.

154. The BANK shall cooperate for resolving cases of disputed operations in accordance with the procedures and terms as per the established banking practice in the country, and the rules of the

international card organizations Visa/Mastercard (when 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 unauthorized 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.

155. The BANK shall be responsible for unfavorable consequences resulting from incorrect execution by it of payment orders submitted by the CLIENT in the following cases: it has credited an account other the account indicated by the CLIENT in the payment order. 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 payee.

156. The BANK may block an amount 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.

157. The CLIENT shall bear the damages resulting from all unauthorized payment transactions, effected by using a lost, stolen, or otherwise unlawfully obtained payment instrument, regardless of their amount, if the losses result from failure on behalf of the CLIENT has acted through fraud and/or has failed 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.

158. The CLIENT shall bear the damages resulting from all unauthorized 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 refusal of registration;
- no registration for the 3D Secure service verified by Visa; failure to notify the BANK within one hour of receipt of an SMS message about an unauthorized 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 set time limits in case of loss, theft, appropriation, unauthorized use of the payment instrument.

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

159. 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 closing the account, made no later than 30 days from the receipt of the REQUEST, the contract is considered terminated by mutual consent of the parties.

160. 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* de activation 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 on the website of the BANK for termless contractual relations and on the

website in the ProB@nking online banking system of the client for term-based contractual relations;

3. unilaterally, without a written notice by the BANK, in the following cases:

- the account is dormant, which means the account 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 current account of a CLIENT who has an unauthorized overdraft for fees and commissions over two consecutive months;
- a deposit/savings account, the balance in which has fallen below the minimum set 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 GTCPS.
- the account is connected in any way whatsoever with virtual currencies and/or crypto currencies.

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

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 contract;
- unilaterally, without notice in case of suspected use of the service in violation of the legal requirements.

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.

161. 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.

162. 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.

163. 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.

164. 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.

## **XV. FINAL PROVISIONS**

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

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

167. For all matters not expressly settled in these General Terms and Conditions, the Tariff of the BANK, the Interest Rate and Currency Bulletins and the applicable specific terms and conditions, the effective Bulgarian law shall apply.



168. 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 Consumer Protection Committee, if the CLIENT is a CONSUMER, or to the competent Bulgarian court.

169. An integral part of these General Terms and Conditions shall be the Tariff of the BANK, the Interest Rate and Currency 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;

The General Terms and Conditions, the Tariff of the BANK, the Interest Rate and Currency Bulletins may be amended and supplemented at all times by the BANK and the amendments shall apply to all initiated and uncompleted legal relations as agreed in Section I. An integral part of these General Terms and Conditions shall be Appendix No. 1: Fees on PAYMENT ACCOUNTS WITH BASIC FEATURES within the meaning of Article 118 of PSPSA.

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; No. 566/06.08.2014, effective 22.08.2014; No. 567/28.08.2014, 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 № 790/07.05.2021, effective 07.05.2021; MB Minutes № 802/27.08.2021, effective 31.08.2021; MB Minutes № 818/18.02.2022, effective from 18.02.2022