

## GENERAL TERMS AND CONDITIONS FOR PAYMENT SERVICES

**ProCredit Bank (Bulgaria) EAD**, UIC 130598160, having its seat and registered office at: 26 Todor Alexandrov 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 private individual or a legal entity, a counterparty to a particular legal relationship, subject to regulation under these GTPS;

**USER** – any private individual who is a payment service user and who in contracts for the provision of payment services operates in an activity other than his/her trade or profession and who meets the requirements of §1, p. 40 1 of the Law on Payment Services and Payment Systems (LPSPS);

**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 offered by the BANK.

2. To use the services subject to these GTPS, the CLIENT shall owe the BANK fees and commissions in the amounts set out in the effective Tariff of the BANK 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 meet his/her obligations and authorises the BANK with the right to debit his/her accounts with relevant fees and commissions, as follows:

- due amounts in foreign currency indicated in the Tariff shall be collected in BGN at the fixed exchange rate of the Bulgarian National Bank for the day of 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 the changes 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. In case 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. In case 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 operations related to the maintenance of the payment account;
- execution of loan transfers and recurring payments;
- issuance of payment instruments and/or accepting payments with payment instruments.

7. The BANK provides payment services and executes payment operations 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 payables due by the CLIENT: fees/commissions/ charges/interest/principal payments;
- enforcement execution as provided by a court or another competent authority;
- execution of correction internal operation in the cases provided for in the Law on Payment Services and Payment Orders and/or agreements with clients for deposit safe.

8. The BANK shall not be responsible for the lawfulness of the operations related to the provided payment services, including for operations 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 laws of the country and/or of the internal regulations of the BANK. The BANK shall not reason its decline.

10. To obtain a service provided by the BANK, the CLIENT shall certify his/her identity by presenting an up-to-date ID document. On expiry of the ID document provided by the CLIENT, the latter shall submit in an office of the BANK an up-to-date ID document 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 is not responsible for activities, including orders/account closures, performed by an authorised representative/proxy in cases when 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. The amounts available in accounts of a deceased person shall be made available to his/her heirs or to their proxy against presentation of documents evidencing the succession rights of the persons lodging the claims. 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 a preserved account shall be carried out in the first fortnight period of receipt of a Permit by the authority which has imposed the attachment and the CLIENT shall be notified thereof via the ProBanking system.

15. The BANK is not 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 strictly applies the anti-money laundering measures in compliance with the prevailing legislation and its internal regulations, and the CLIENT shall abide by all requirements in this regard.

### II. BANK ACCOUNTS

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

#### GENERAL PROVISIONS

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

- current account – for execution of payment operations;
- deposit account – for holding funds payable on a due date (maturity date) or upon fulfilment of other previously agreed upon conditions for payment;
- Flexsave – for holding funds;
- 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 for basic payment operations – for execution of basic payment operations;
- other types of accounts, not named in these GTPS, used for holding funds and maintained in accordance with the terms and conditions set out in a Contract.

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 owes the full amount of the monthly fee for the respective month, regardless of the day of its opening and/or closure.

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 operations ordered by the CLIENT are executed up to the required minimum balance amount for the account. In case of unavailable funds in the account, the BANK may pay, from the minimum balance, liabilities of the CLIENT on defaulted instalments under loan agreements, as well as monthly fees, and in such cases, the maintenance of a minimum balance shall be considered violated and shall be restored.

21. The funds held in the accounts of a CLIENT with the BANK, irrespective of his/her amount 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 are 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 amounts in the deposit and shall be as follows:

- deposits of private individuals 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 Law on Bank Deposit Guarantee.

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 Law on Bank Deposit Guarantee.

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 Vladyska 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.

26. In case of a signed Framework Agreement and granted access to Internet banking via the ProBanking system, the availability of a request filed by the CLIENT in the Internet Banking for opening an account shall have the effect of a new contract for 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 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.

#### BANK ACCOUNT STATEMENT

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

29. The information shall be provided to the ACCOUNT HOLDER on hard copy at an office of the BANK or electronically, via the ProBanking system.

#### 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, entitling him/her to a debit card issued therewith and Internet Banking registration. A current account makes it possible to use services and payment operations set out in the Tariff for Legal Entities and Private Individuals 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 FOR BASIC OPERATIONS

32. The BANK shall open and agree to maintain a payment account for basic operations in accordance with Article 118 of the LPSPS in BGN pursuant to a Framework Agreement signed between the BANK and the CLIENT.

33. A CLIENT of the BANK is entitled to open and use only one payment account for basic operations and the account holder shall comply with the following conditions simultaneously:

- shall reside legally in the European Union (within the meaning of LPSPS);
- shall not hold a payment account with the BANK or with any other bank on the territory of the country.
- 34. For the services provided by the BANK, as set out in Article 118 of the LPSPS, 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 for basic operations, where at least one of the following conditions obtains:
  - no payment operations 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 for basic operations with another bank;
  - the CLIENT has provided false information for the opening of a payment account for basic operations;
  - the CLIENT has deliberately used the payment account for illegal purposes;
  - the CLIENT has violated 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 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. The BANK shall pay to the current account of the CLIENT at the beginning of each month the proportional part of the interest rate due for the entire deposit term for the previous month, as calculated in advance. 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.

41. Paying in of amounts and 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 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.

42. 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

43. FLEXSAVE is a product where the CLIENT deposits a monetary amount in BGN and EUR for safekeeping, in an amount higher than the minimum balance envisaged for the product, for indefinite term. The amount of the minimum balance and the interest rate shall be set out in the Interest Rate Bulletin.

44. When closing a FLEXSAVE deposit, the BANK shall accrue interest and shall pay it together with the available amount in the current account on the day of account closure.

45. The BANK shall accrue interest on the account on each first business day of the month and shall pay it to a current account of the client at the Bank.

### III. DOCUMENTARY OPERATIONS

46. The Bank shall process the following documentary operations: 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 handled in accordance with the then applicable rules of the International Chamber of Commerce in Paris for the respective type of instrument.

47. When processing documentation for documentary operations, 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 does not bear responsibility for the form, completeness, accuracy, authenticity and validity of the documents presented to it with regard to documentary operations.

48. When a Client is the Beneficiary of a letter of credit or a bank guarantee and all fees are for applicant's account or issuing bank's account, but these fees remain unpaid, the beneficiary is liable for payment of all Bank's fees.

### IV. DEPOSIT AND WITHDRAWAL OF FUNDS

49. Funds in the BANK may also be deposited using a deposit safe or by means of cash collection in the form of valuable parcel and the daily-deposited amount in this mode may not exceed BGN 50,000 (fifty thousand leva) or its equivalent in another currency. The service is against consideration and shall be provided pursuant to an agreement.

50. Cash funds may be deposited in the BANK by the CLIENT: by using ATMs for cash deposit and withdrawal in BGN and/or by using cash deposit machines to deposit amounts in BGN or 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 is due for cash depositing and withdrawal as per the Tariff of the Bank for Private Individuals/Legal Entities.

51. The BANK shall credit the account of the CLIENT in the manner and within the time limit set out in the agreement concluded in that regard. In case of disagreement by the CLIENT with the credit/debit made in his/her account due to discrepancy with the account statements provided thereto, the CLIENT shall inform the Bank through the Internet Banking system ProBanking within 30 days of the account crediting/debiting.

52. 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.

53. In case of discrepancy between the document issued by a machine in the 24/7 self-service zone when using a service and the statement of a client, 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/another error, the fee paid by the Client shall be refunded thereto to an account.

### V. EXECUTION OF PAYMENT OPERATIONS

54. A payment operation 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, CNY.

55. The ORDERING CLIENT of the payment shall be responsible for the completeness and accuracy of the unique identifier of the account (IBAN) and the BIC code of the recipient's bank stated thereby in the payment documents.

56. In the absence of explicit instructions for the execution of an order for transfer, the BANK has the right at its discretion to determine the method of execution, except for the cases of payments in BGN within the national territory, to which the legally set order shall apply as follows:

- Execution through the RINGS payment system, if the transfer amounts to or exceeds BGN 100,000.
- Execution through the BIERA payment system, for all the other cases but the above, which are executed through RINGS.

57. When upon receipt of a payment credit order 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, or make an inquiry.

58. Return of an incoming transfer in foreign currency on an order of the recipient 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 collect its expenses from the amount of the transfer, regardless of the requested instruction of the ordering client 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 Internet Banking system ProBanking.

61. Should the balance in the CLIENT's account specified for execution of a specific transaction be insufficient, including if the amount of the transfer exceeds the amount of the authorised overdraft on the account, the BANK may execute the payment by exception, granting the necessary amount by crediting it as unauthorised 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 them from available deposit accounts of the CLIENT and may take actions for collecting them before the courts.

62. 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 organisations, institutions, persons or countries related to the specific payment order;
- certain limitations exist under the existing laws and/or the applicable regulations for the execution of the specific payment operation, and/or of the conditions agreed for the account;
- 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 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 BANK is entitled to refuse crediting the customer'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.

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 made), 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. Payment orders received on Saturdays, Sundays, official holidays, or after the respective hour set out in p. 69 of the GTCPS, shall be considered to be received on the following business day.

on the territory of the European Community (EC), the BANK ensures that the amount of the payment operation be credited to the account with the payee's payment service provider not later than the end of the first business day after the payment order has been received.

67. For payment operations within the European Community, other than those set out in the previous point, the BANK ensures that the amount of the payment operation be credited to the account at the payee's payment service provider not later than the end of the fourth business day after the payment order has been 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. 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, transmission of a transfer within 2 hours of submitting the payment order and the documents thereto.

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 and the other effective legislation.

A transfer instructed by a payment order by a CLIENT within the business day by the specified hour as follows: a transfer with date of receipt the same business day (BISERA), to be received on hard copy by 11.30 a.m./via Internet Banking by 14.30 p.m.; an express transfer (RINGS) by 15.00 p.m.; an ordinary transfer in foreign currency with date of execution the same business day in EUR, USD, GBP and CHF by 17.00 p.m.; an express transfer in foreign currency with date of execution the same business day in EUR and USD by 17.00 p.m./in GBP 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.

70. 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

71. The CLIENT shall pay all fees, commissions, interest (agreed and/or awarded) in accordance with the effective Tariff of the BANK. In case of non-payment, the BANK has the right to collect its receivables ex officio from any of the accounts of the CLIENT, including from any deposit and FLEXSAVE account, regardless of their respective currencies. 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 operation. In case the accounts of the CLIENT do not contain sufficient funds to cover payable fees/commissions on the day when they become due, the BANK shall debit the amount due from the account in which the payables are kept and from which the relevant due fee/commission shall be paid. 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. The receivables shall be due and payable as of the moment of their occurrence and in case the CLIENT does not pay them within 7 (seven) days, the BANK shall be entitled to bring an action in court for their collection.

72. Provided a transfer is ordered by a CLIENT of the BANK in any of the currencies of the EC Member States and to a beneficiary whose payment service provider is located on the territory of the EC, the BANK shall process such operation charging the payer all fees and commissions owed to the BANK for the provided payment service, and the payee shall pay the fees and commissions for his/her payment service provider, except for the cases where the operation requires currency conversion and in these cases the BANK shall execute the payment as agreed with the CLIENT.

73. When a transfer is ordered by a CLIENT of the BANK in a currency different from the EC Member State currencies and to a payee whose payment service provider is located on the territory of the EC, the operation shall be executed as agreed with the CLIENT.

74. 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 the right to make corrections to instructions of the CLIENT, should such instructions breach the expressly indicated rules for determination of fees, including legally set ones.

75. The BANK buys and sells foreign currency at the prevailing buy/sell exchange rates, announced by the BANK via the Internet Banking channels and at its bank offices. Any changes in the respective buy/sell exchange rates resulting from changes in the exchange rates and market levels of reference shall become effective immediately on their announcing via the Internet Banking channels.

76. 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 to be effected with the funds.

77. 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 operations 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 prevailing as of the moment of executing the operation.

### VII. ELECTRONIC DEBIT CARDS

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

79. The Visa Electron International Debit Card may be issued to each legally capable local natural person of age – a Bulgarian citizen, as well as to any legally capable foreign private individual of age, in compliance with Bulgarian laws.

80. An International debit card Visa is issued to a current account open 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 an Application for Issuing of a Debit Card in person in an office of the bank or via the Internet banking system ProBanking. The Application and the card issued to it shall have the validity of a contract signed for the respective product.

81. The BANK may issue up to 4 debit cards to one account – one principal for the TITLE HOLDER as CARDHOLDER and up to 3 subordinated cards on which the CARDHOLDER may be a third party. A party to the Contract for Issuing of a Subordinated Card is the third person CARDHOLDER, but the Contract shall be concluded with the consent of the principal CARDHOLDER who is the ACCOUNT HOLDER of the account. The name of the third person shall be written on the face of the issued subordinated debit card. The BANK shall issue the debit card within seven business days to a standard request and within three business days to an express request, following the day of application. For express issuance of a card, the CARDHOLDER shall be charged a fee in accordance with the Tariff of the BANK.

82. The debit card issued and the PIN shall be stored at the BANK's office at which their receipt is requested or delivered to the address specified by the client. In the event that they are not sought and / or activated by the CARDHOLDER within six months of their issuance within the specified period, the card and PIN shall be destroyed / deactivated and the Contract shall be considered terminated.

83. The validity period of a debit card shall be 48 calendar months and shall expire on the last day of the 48th month indicated as the expiry date on the card. Upon expiration of its validity or on termination of the Contract, the bank card shall be destroyed by the CARDHOLDER by destroying the integrity of the chip and the magnetic tape on the plastic body.

84. Upon expiration of the validity period of the card, at the CLIENT's wish, the card may be re-issued for another 48-month period under the same terms, settings and personal data of the CARDHOLDER. The new card shall have a new number, CVV (Card Verification Value) and PIN (personal identification number). The newly issued/reissued card and/or PIN shall be delivered by a courier service at the address indicated by the CARDHOLDER in the application for issuance/reissuance of a card, submitted via Internet banking.

The CARDHOLDER shall bear the risk of non-delivery of the shipment in the following cases:

may receive the cards from said office within the timeframes set out in the Tariff of the BANK.

66. For payment operations in BGN/EUR; BGN/EUR currency exchange one-time payment operations, or international payment operations in EUR, when the payment service provider of the payee is

- Incomplete or incomplete correspondence address;
- Uncollected cards/PIN shall be returned to the office servicing the CARDHOLDER and the latter

In these cases, the BANK shall not refund the CARDHOLDER the fee deducted for delivery at indicated address.

85. 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.

- 86. The BANK shall activate the card:
  - After verification of the CARDHOLDER through the ProBanking service or in person in an office of the bank. Where the data provided by the CARDHOLDER match the data recorded in the IT 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.

87. The CARDHOLDER may submit an application for issuing a new debit card/provision of a new PIN via Internet Banking in the following cases:

- destruction or damage of the active card;
- loss or illegal seizure of the active card;
- in case of forgotten PIN.

for which the CARDHOLDER shall pay a fee in the amount set out in the effective Tariff of the BANK.

88. The following operations may be performed with a Visa Electron debit 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 at ATMs;
- Receipt of statement of balances in current accounts and performed transactions via ATMs;
- Change of PIN via ATMs;
- The Visa Cash Back service is 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 Visa Electron 24-hour cash withdrawal limit for Visa Electron debit card;

89. In case of payments via Internet at merchants participating in the Verified by Visa Programme, payment with the card shall be made by entering a one-time password (3D security code). The 3D security code is dynamic and is received in an SMS message to a mobile telephone of the CARDHOLDER registered with the IT system of the Bank. The received 3D security code shall be entered one-time by the CARDHOLDER during the purchase of the specific good/service on websites of merchants supporting the use of VbV and aims to ensure the execution of the payment.

90. Every CARDHOLDER of Visa Electron 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 by:

- Standard transfer, where the funds are received within two business days following the day of their sending;
- Immediate transfer, where the funds are received within 30 minutes following the approval of the transaction (transfer) by the card operator.

Within seven days, the recipient 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. Should the CARDHOLDER enter three consecutive times at the indicated URL address the incorrect information about the amount and/or identity code submitted by the sender, the site shall block the possibility for access for the next 24 hours. If the recipient enters incorrectly six times the information submitted by the sender within the above mentioned seven-day term, the transfer shall be automatically cancelled and the funds shall be returned to sender.

91. 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 50 or its equivalent in the currency of the relevant country, the order shall be completed without entering PIN;
- When the contactless payment is above the amount of BGN 50 or its equivalent in the currency of the relevant country, the order shall be completed contactless or by contact depending on the requirements of the relevant country and after entering a PIN.

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

	Debit card/Visa Electron		Debit card/Visa Business Electron	
	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

93. If the CARDHOLDER disagrees with the limits set, he/she shall have the right to notify thereof the BANK before their entry into force by terminating the Contract for the use of the card and shall return the card to the BANK. The increase of the above-mentioned limit is performed with the BANK's consent and requires compulsory registration for SMS notification of the transactions executed with the card.

94. The CARDHOLDER shall use the bank card in person only, shall not give the card to other persons and shall take due care for preventing any unauthorised access to the card. The CARDHOLDER shall have the right to make multiple changes to his/her PIN on ATMs.

95. Should the CARDHOLDER enter three consecutive incorrect PINs, the use of the card shall be automatically blocked. If the three consecutive incorrect PIN entries occur at an ATM abroad, the card is automatically withheld at the ATM. To activate/reissue a blocked card, the CARDHOLDER shall file a Request, using the Internet Banking service.

96. Operations requested by the CARDHOLDER shall be authorised up to balance of the current account linked to the card and within the transaction limits set for the card. Transactions with the card, which are not subject to authorisation, may be effected without availability of sufficient funds in the account of the CARDHOLDER. The amount exceeding the disposable available balance in the account shall constitute unauthorised overdraft, on which interest is charged as per the Tariff of the BANK.

97. Transactions effected by the CARDHOLDER shall be authorised/approved/ or rejected by the Card Operator servicing the BANK at the time of their execution and the transaction amount shall be blocked until its accounting for in the account and may remain blocked for up to 30 days.

98. Transactions with international bank cards shall be performed in the currency of the country in which the card is used. If payments through an international bank card are made abroad, the conversion of the currency account to which the payment was performed into the currency of the current account to which the card is issued shall be carried out at the card exchange rate of the Bank buy / sell as of the day and time of transaction processing.

99. The merchant shall have the right to require the CARDHOLDER to provide a personal identification document to verify the CARDHOLDER. For execution of some payments of goods and services, the CARDHOLDER's signature shall be replaced by the requirement for entry of one-time code received by the CARDHOLDER as an SMS message to a mobile device indicated by the CARDHOLDER.

## VIII. INTERNET BANKING

100. The Internet Banking system of the BANK is called ProBanking and it allows the CLIENTS (private individuals and legal entities) to have access to their accounts opened and held with the BANK and enables the CLIENTS to operate with their accounts via Internet through their registered user and access rights assigned thereto.

101. Internet Banking enables the CLIENT 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;
- Deposits in a deposit safe;
- Cash collection deposit/withdrawal;
- Utilisation/repayment of loan amounts/framework agreements, credit lines, overdrafts;

Granting/applying for/termination of rights:

- Authorising third parties with rights in the ProBanking system and/or in the bank IT system and such authorisation shall be considered signed by the title holder of the account upon its request in the ProBanking system;
- Management of personal data and changes related to user profile, relevant rights, limits, etc.
- Submitting requests for issuance of certificates/reference letters;
- "Marking of trusted accounts" – allows execution of transfers without an SMS code to an account marked as trusted. Only account holders or users with full rights may mark trusted accounts and the confirmation shall be made with an SMS code.

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.

102. The ProBanking 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. Access to ProBanking shall be provided via the website <https://probanking@procreditbank.bg>, and the user shall identify himself/herself with a user name and a password. For the use of services in the Internet Banking system ProBanking, the CLIENT shall owe fees and commissions in the amounts set out in the Tariff of the BANK for Private Individuals /Legal Entities.

103. Upon registration, any user shall indicate a user name for access to ProBanking and shall provide a valid e-mail address to which the BANK shall send a temporary password for access. The user shall change the password on his/her first entry in Internet Banking. 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 account and unlawfully avails of the accessible information.

104. To use the service, the CLIENT shall 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 responsible if the CLIENT does not have the required licences for use of software products, which are necessary for Internet Banking operation.

105. 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 operations 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.

106. The BANK shall allow access to ProBanking only 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 Internet Banking system.

107. The CLIENT may modify/withdraw rights of authorised persons; authorise new persons with rights to operate with the accounts through registration of the respective change in the Internet Banking system and entry of a uniquely generated dynamic TAN code or in writing at an office of the Bank.

108. Provided that a user is registered with rights to make payments and/or send electronically other standardised information, the user shall register himself/herself to receive a uniquely generated dynamic code (TAN) sent with an SMS message. The registration shall be carried out via the Internet Banking system or on the basis of a written request by the user, to be deposited at an office of the BANK. Every authorised user shall indicate a mobile number for receipt of TAN in an SMS. A subsequent change of the mobile number shall be carried out likewise, in one of the ways referred to in this point. The BANK shall not check whether the telephone number provided is owned by the user or by his/her proxy.

109. 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.

110. 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.

111. The CLIENT, including users other than the CLIENT, shall be responsible for all their actions in the system upon received access to it. All documents/groups of documents, orders (requests) signed with TAN shall be considered signed by an ordinary electronic signature within the meaning of Article 13, paragraph 1 of the Electronic Document and Electronic Certification Services Act (EDECSA). The BANK and the CLIENT agree that the electronic signature affixed thereby by a person authorised thereby shall have the effect of a handwritten signature in their relations, pursuant to Article 13, paragraph 4 of the EDECSA.

112. When using the Internet 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 Law on Payment Services and Payment Systems and BNB Ordinance No 3 on the Terms and Procedures for the Execution of Payment Transactions and the Use of Payment Instruments.

113. 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.

114. 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 ProBanking;
- for damages and benefits foregone as a result of inaccuracies or errors during the submission of information, technical problems and force majeure circumstances;

115. 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 IT system of the BANK.

116. 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.

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

118. The BANK may require an additional confirmation of a payment order initiated via ProBanking even when it has been signed with an authorisation device by contacting the user. The BANK reserves the right to delay or refuse the execution of the transfer/s should it fail to make a contact with the user and/or questions the authenticity of the user.

119. The CLIENT shall be considered notified that upon registration of a new account in the Internet Banking system access to it is given to all users in accordance with their respective rights as of the moment of registration of the account in ProBanking.

120. Information about a movement in the account, including account statements, shall be provided in ProBanking as of the moment of registration of the account in the Internet Banking system. Account statements shall be available in ProBanking 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 the account.

121. The CLIENT shall keep all his/her tools for electronic identification (TAN) in ProBanking, 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 unauthorised access to them by third parties. The CLIENT using ProBanking shall bear the risk and responsibility for non-observance of the secret about the tools for electronic identification.

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

123. In case of loss, destruction or theft of the mobile phone/SIM card the number of which is used to receive codes 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 immediately inform the BANK and shall demand blocking of the access to the system.

124. The BANK shall not be liable when an incorrect oral or written notification of an unauthorised use of ProBanking by the CLIENT or third parties results in the BANK taking the necessary measures to protect the CLIENT and this leads to non-performance of orders submitted by the CLIENT.

125. The BANK shall not be liable for illegal actions performed by third parties through ProBanking, which have caused damages to the CLIENT, when the actions have been performed through access by unauthorised persons to the electronic identification tools (user name and password, and/or TAN).

126. 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 ProBanking, it is deemed that the CLIENT has given his/her consent to this when the CLIENT uses the service for the first time.

127. The BANK may terminate access of any user who has not used the ProBanking service within 6 months from the date of registration for it.

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

128. The Utility Bill Payment and/or Standing Order service allows the BANK, from an account indicated by the CLIENT, having a bank card issued to it and against payment of fee, to make payment of liabilities of the CLIENT for utility services used (electricity, heating, water supply, telephone, mobile operators, etc.), including other recurring fixed payments (rent, lease, insurance, loan instalments, etc., as requested by the CLIENT).

129. The BANK shall execute the following utility bill payments and/or standing orders 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. The CLIENT may set another, later start date for the service from the above one, from which the BANK shall make the requested payment. 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.

130. 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 his/her counterparty, and of the term 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.

131. The CLIENT may fix a limit for the maximum amount of payments made within the requested service. In this case, incoming requests for payments of amounts above the limit are not fulfilled.

132. When utility bill payments and standing orders are performed, the CLIENT's account is 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 are not executed. Should the funds available in the account provided for the service be insufficient, the service shall not be automatically cancelled, but the current liability will not be paid.

#### X. ELECTRONIC NOTIFICATION

133. 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.

134. SMS messages containing information:

- about received transfer/s to an account of a CLIENT/legal entity/ shall be sent once daily, at about 16.30 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 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 instalment on more than one loan agreement of 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.

135. The BANK/Operator shall not be liable:

- if an SMS message 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.

136. The BANK shall deduct ex officio a fee for the provision of the service in accordance with the effective Tariff of the BANK from an 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 ORDER/OBLIGATION FOR NOTIFICATION

137. 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.

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

139. The CLIENT is obliged timely, expressly and in writing to notify the BANK to its registered office/the address of the servicing BANK office/via the ProBanking 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.

140. 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: [dp@procreditbank.bg](mailto:dp@procreditbank.bg).

#### XII. ACCESS, PROTECTION AND PROCESSING OF INFORMATION

141. 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) is required from the CLIENT and his/her representatives.

142. 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 information may be provided by the BANK to third parties (archiving companies, collector firms, shareholders, lenders of the BANK, etc.) under a contract concluded between the Bank and the third party and/or on legal grounds. The BANK shall process personal data of the CLIENT based on the voluntary provision of such data by the CLIENT. 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.

143. 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 relevant legal relation/use the relevant service.

144. The Client declares his/her awareness of the Privacy Notice 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.

145. 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. Provided that certain S.W.I.F.T. transactions are processed in information hubs in the territories of either the EU and/or the USA, access to personal data of the CLIENT/authorised representative shall be granted to the US authorities on demand in compliance with the relevant US legislation for fighting terrorism and counteracting money-laundering.

146. 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

147. 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 is not obliged to control the object of transactions on the grounds of which payments are effected unless such control is arranged for in the Contract between the BANK and the CLIENT or is required by law or by other regulations.

148. 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 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 reference to telephone or internet banking services. Exclusion of liability shall 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 unfavourable consequences, resulting from delays and/or losses in the transmission of messages, delivery of letters or other documents, except for damages caused through the fault of the BANK.

149. 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 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 benefits foregone resulting from the blocking, should it be established that the blocking is made as a result of incorrectly given notification of loss, theft, robbery, unlawful seizure.

150. The BANK shall not hold liable for damages resulting from 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 unauthorised use of the card, except for the cases of intentional fault and serious misconduct in using the card by the authorised cardholder.

151. 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 Internet Banking system.

152. A CLIENT who is a CARDHOLDER of Visa Electron debit card may submit a written claim to the BANK concerning the execution of an unauthorised or incorrectly executed payment operation, incorrectly collected fees and commissions, immediately after becoming aware of the respective operation, via the Internet Banking system, but not later than three days of 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 operations effected and payment services received.

153. The BANK shall not take correction payment operations 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.

154. In case the CARDHOLDER would like to dispute the execution of payment operations effected without his/her authorisation, he/she shall file an official complaint to the competent authorities (Police/Prosecution) 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 must 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.

155. 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 organisations 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 check, the BANK shall correct/refuse to correct an unauthorised or incorrectly executed payment operation 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.

156. The BANK shall be responsible for unfavourable 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 operation 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.

157. The BANK may block an amount to the amount of a challenged 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 LPSPS 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.

158. The CLIENT shall bear the damages resulting from all unauthorised payment operations, 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.

159. The CLIENT shall bear the damages resulting from all unauthorised payment operations, 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 3D Secure service 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.;

- not notifying the BANK within the indicated timeframes in case of loss, theft, appropriation, unauthorised use of the payment instrument.

#### XIV. TERMINATION OF CONTRACTUAL RELATIONS

160. 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 ProBanking Internet Banking system of the client unless otherwise agreed.

161. The BANK has the right to terminate its contractual relations with the CLIENT by closing any account opened and maintained with it and/or to discontinue the option for the Client's ability to use its accompanying products as a debit card by deactivating it 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 ProBanking Internet Banking system of the client for term-based contractual relations;
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 in related to deposit/savings accounts;
  - a current account which has had no movement 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 or 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 which a distraint upon is imposed and after the execution of the distraint 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 p. 14 of the 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 on 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 terminals for the Bank to the Client may be terminated:
  - mutual agreement between Parties;
  - unilateral with a 7 day written notification, addressed to the other Part on the agreement;
  - unilaterally, without notice in the event of suspected use of the service in violation of the legal requirements.

6. When terminating the service provided POS terminals, the BANK has the right to block the CLIENT's account up to 4 month period and the amount up to 50% of the average monthly turnover for the last 4 months.

162. 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 LPSPS or on hard copy. The BANK shall not be obliged to provide any reasons for its decision on the termination.

163. 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 LPSPS and shall transfer the available amount to an account at a bank indicated by the CLIENT, after deduction of all fees and/or charges 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 the storage of funds in the closed account in accordance with the Tariff of the BANK.

164. Upon coming into effect 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.

165. The contractual relations between the BANK and the CLIENT with respect to provision of the Internet Banking service may be terminated upon initiation of insolvency/liquidation proceedings concerning any of the parties.

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

#### XV. FINAL PROVISIONS

167. 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 specific products and types of payment operations, including up-to-date versions of the following documents: the Uniform Customs and Practice for Documentary Credits; the Uniform Rules for Collections; the Uniform Rules For Demand Guarantees, issued by the International Chamber of Commerce (ICC);

168. 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.

169. 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 USER, or to the competent Bulgarian court.

The General Terms and Conditions, the Tariff of the Bank, the Interest Rate and the Currency 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.

An integral part of these general terms and conditions is Appendix No. 1: Fees on PAYMENT ACCOUNT FOR BASIC OPERATIONS within the meaning of Article 118 of the LPSPS.

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. Minutes No. 707/09.07.2019, effective 10.07.2019. Minutes No. 713/24.10.2019, effective 25.10.2019; Minutes No. 717/15.11.2019, effective 16.11.2019; Minutes No. 718/18.11.2019, effective 18.11.2019, effective 31.01.2020