

**GENERAL TERMS AND CONDITIONS OF PROCREDIT BANK (BULGARIA) EAD  
FOR ISSUANCE AND SERVICING OF VISA BUSINESS CLASSIC/VISA CLASSIC CREDIT CARDS**

**I. SUBJECT MATTER**

1. These General Terms and Conditions provide for the rights and obligations of ProCredit Bank (Bulgaria) EAD, hereinafter referred to as the BANK in its capacity as ISSUER of Visa Business Classic/Visa Classic bank cards and CLIENTS, hereinafter also referred to as BORROWER/CARDHOLDER/ of a secondary card, with regard to issuing and servicing of Visa Business Classic international credit cards legal persons/Visa Classic for natural persons and servicing of payments and other operations performed with the cards and keeping account of operations ordered concerning entries in the current account, which services the card. The General Terms and Conditions are an integral part of the Contract for issuing and servicing of Visa Business Classic/Visa Classic international credit cards, hereinafter referred to as the Loan or the Loan Contract.
2. International Visa Business Classic/Visa Classic credit card is a technical means for the CARDHOLDER's remote electronic access to certain credit limits set by the BANK and is designed to identify the CARDHOLDER when making cashless payments for purchase of goods and payment of services, withdrawing cash and carrying out other operations that are not payment-related. The BORROWER/CARDHOLDER undertakes to open a current account and register for the ProB@nking online banking service with the Bank and to maintain the said account until all obligations under the loan contract have been repaid.
3. The following operations can be performed in the country with the international Visa Business Classic/Visa Classic credit card:
  - 3.1. Cash withdrawal via ATM/POS terminals;
  - 3.2. Depositing cash at an ATM/cash deposit machine owned by the Bank;
  - 3.3. Payment for goods and services via POS terminals/online;
  - 3.4. Payment of recurring obligations via ATMs;
  - 3.5. Others, as laid down in the General Terms and Conditions for Payment Services.
4. Operations under item 3 may be effected from all terminal devices in the country displaying the Visa logo. Outside the country, operations under items 3.1 and 3.3 can be performed with the international credit card.
5. The CARDHOLDER undertakes to use the bank card issued under these General Terms and Conditions, the General Terms and Conditions for Payment Services and the Contract between the Bank and the BORROWER/CARDHOLDER.
6. Operations with the international credit card may be made only personally by the CARDHOLDER, according to the limits agreed between the parties, within the BORROWER's overall limit.
7. For opening and maintaining the current account, for receiving, supporting and performing operations with the card, the BORROWER/CARDHOLDER shall pay fees and commissions according to the current Tariff of ProCredit Bank (Bulgaria) EAD. Provided the BORROWER/CARDHOLDER does not agree with the new fees, they are entitled to terminate the Contract unilaterally by notifying the BANK via the ProB@nking online banking system and terminating the use of the bank card and reimbursing into their account all amount withdrawn with the credit card together with all fees and commissions payable according to the Tariff of ProCredit Bank (Bulgaria) EAD. The fees and commissions related to the extended credit, can be changed by the Bank unilaterally with a change in the Tariff of ProCredit Bank (Bulgaria) EAD upon the occurrence of the prerequisites for changing the total cost of the credit specified in the Contract and the General Terms and Conditions for Lending.

**II. ISSUANCE OF VISA BUSINESS CLASSIC/VISA CLASSIC BANK CARDS**

8. Based on the contract concluded with the BORROWER/CARDHOLDER, the BANK shall issue one primary personal international Visa Business Classic/Visa Classic credit card in BGN or EUR. Upon the BORROWER's request personal cards may be issued to the international Visa Business Classic credit card issued.
9. The validity of the issued international credit card shall be seventy two months and it shall expire on the last day of the seventy two month, as printed on the card.
10. The BANK shall issue/reissue/activate the international Visa Business Classic/Visa Classic credit card, and shall hand it over to the BORROWER/CARDHOLDER together with an envelope containing the PIN (personal identification number) of the card according to the conditions, procedure and time limits laid down in section "Electronic Bank Cards" of the General Terms and Conditions for Payment Services.
11. Upon the BORROWER's request submitted via the ProB@nking online banking system for reissuance of a new card, the BANK shall monitor and analyses the use of the old card and the credit limit. Based on the conducted monitoring, the BANK shall be entitled:
  - 11.1. to refuse to reissue the card and require payment of all withdrawn and yet outstanding amounts together with the fees and commissions payable according to the Bank's Tariff;
  - 11.2. to propose to the BORROWER/CARDHOLDER other terms and conditions, for which the parties shall sign a new contract, if the BORROWER agrees to them;
  - 11.3. to reissue the card for another term of validity of seventy two months, with the same personal data of the BORROWER and under conditions and procedure set out in the Contract and in the effective General Terms and Conditions for Issuance and Servicing of VISA BUSINESS CLASSIC/VISA CLASSIC Credit Cards and in section "Electronic Bank Cards" of the General Terms and Conditions for Payment Services. With the issuance of a new credit card, the term for issuance and servicing of an international credit card Visa Business Classic/Visa Classic shall be automatically extended by another term of seventy two months, for which the parties shall sign an annex. The CARDHOLDER shall discontinue using the old card.
12. Upon expiry of the card validity term, *ex officio* and at the discretion of the BANK and/or upon a request for reissuance registered in ProB@nking by the CLIENT, the credit card may be reissued for a new term of seventy two months, under the same terms and conditions, settings and personal data of the CARDHOLDER, as determined in the Contract and under conditions and procedure according to the effective General Terms and Conditions for Issuance and Servicing of VISA BUSINESS CLASSIC/VISA CLASSIC Credit Cards and to section "Electronic Bank Cards" of the General Terms and Conditions for Payment Services. With the activation of the new credit card by the BORROWER/CARDHOLDER, the term of the Contract for Issuance and Servicing of International Credit Cards Visa Business Classic/Visa Classic shall be automatically extended by another term of seventy two months, as of the date of card issue, for which the parties shall sign an annex.

13. The BORROWER shall get information about the card issued from the ProB@nking online banking system. A card that is issued upon a BORROWER's request but is not collected/that is issued *ex officio* by the Bank under the provisions of item 12 of these General Terms and Conditions for Issuance and Servicing of International Credit Cards Visa Business Classic/Visa Classic, together with the PIN code to it shall be kept at the BANK's office for a period of six months. Provided it is not collected by the CARDHOLDER within this term, as well as in the cases it is received but not activated via the ProB@nking online banking system, the card and the PIN code shall be destroyed, and the contact shall be deemed terminated with the legal consequences arising from this.

### III. USE OF VISA BUSINESS CLASSIC/VISA CLASSIC BANK CARDS

14. The CARDHOLDER undertakes to use the international credit card issued only personally, and to keep his/her PIN secret and to take all reasonable measures to keep secure the personalised security features of the bank card, including not to record any information about those features, and not to store any such information together with the payment instrument, and to observe all safety measures described in the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD.

When using the international credit card, the CARDHOLDER shall be obliged to use the funds in accordance with the legislation in force, as stipulated in the contract under which the card is issued, these General Terms and Conditions, the General Terms and Conditions for Lending and the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD, insofar as they contain provisions relevant to the specific payment service or credit relationship.

15. The CARDHOLDER shall be obligated to immediately notify the Bank of any changes in the details contained in the personal information originally declared in the Request.

16. The BORROWER/CARDHOLDER shall keep informed via their access 24/7 to the ProB@nking online banking system of the transactions conducted and accounted on the card account for the period from the 26<sup>th</sup> day of the previous month to the 25<sup>th</sup> day of the current month. The statement of account shall contain information about: the withdrawn amount; accrued interest; minimum repayment instalment; outstanding fees for transactions effected by the card; repayment deadline.

17. By the fifth day of the following month the BORROWER/CARDHOLDER undertakes to repay the withdrawn amount either in full or not less than 5% (five percent) of the withdrawn amount (minimum repayment instalment), together with accrued contractual interest and fees payable for the operations performed with the card, as well as the monthly service fee. Where the BORROWER/CARDHOLDER deposits the entire payable amount by the 5<sup>th</sup> day of the following month, the BANK shall not accrue the contractual interest. If the client has not repaid the entire amount payable within the repayment period but pays at least the minimum repayment installment, then, interest shall be accrued in accordance with the Interest Rate Bulletin of the BANK on the difference between the utilised limit and the deposited repayment installment, until the time of repayment of all outstanding amounts and interest. In the event the minimum repayment installment is less than BGN 10 (ten Bulgarian leva), the BORROWER/CARDHOLDER shall have to deposit not less than BGN 10 (ten Bulgarian leva). In the event the BORROWER has failed to pay the minimum required amount within the specified period, the BANK shall block the card and shall charge, in addition to the contract interest, unauthorised overdraft penalty interest of 10% (Say: ten percent) per annum on the withdrawn and outstanding amount. Penalty interest shall be charged on the entire utilised part of the limit from the 26<sup>th</sup> day of the preceding month until the repayment of the entire withdrawn amount or until the deposit of the minimum repayment installment, as stated in the last statement of account.

18. The BORROWER authorises the BANK to collect the payable minimum installment on the credit card from the account servicing the credit card, and to collect *ex officio* the amounts from other accounts of the BORROWER/CARDHOLDER held with the BANK, provided the BORROWER's liability has not been repaid by the fifth day of the month. Provided the BORROWER/CARDHOLDER deposits the whole amount payable or the minimum repayment installment, together with the interest accrued, the card shall be activated and the right to use it within the allowed limit shall be restored.

19. The BANK shall set a maximum allowable limit and/or a number of payments to be executed using the credit card, as follows:

	Credit Card/Visa Classic		Credit Card/Visa Business Classic	
	for 24 hours	for 7 days	for 24 hours	for 7 days
Limit				
Withdrawal from ATM	BGN 2,000	BGN 6,000	BGN 2,000	BGN 12,000
Payment via POS	BGN 6,000	BGN 10,000	BGN 10,000	BGN 20,000
Total limit (ATM and POS)	BGN 6,000	BGN 10,000	BGN 10,000	BGN 20,000
Number of transactions (ATM and POS)	20	50	40	100

20. The BANK has the right to unilaterally change the agreed interest rate under the conditions and prerequisites for changing the total cost of the credit, according to the Terms and Conditions for Lending of ProCredit Bank (Bulgaria) EAD without any need for the parties to sign an additional annex.

21. The BORROWER/CARDHOLDER undertakes and agrees to keep active an SMS notification service for the full term of the Contract. Every month before the deadline date for repayment, the BANK shall send a notification to the BORROWER/CARDHOLDER of the total amount owed, the minimum repayment installment payable and the deadline for repayment by means of an SMS, to the mobile phone indicated by the BORROWER/CARDHOLDER in their request, for which the client declares its consent by signing the request and the contract. The BANK shall send a notification to the indicated person of every transaction authorisation executed with the card by means of an SMS to the mobile phone indicated by the CARDHOLDER in the request, for which the client declares its consent by signing the contract.

22. By signing the Contract for Issuance and Servicing of International Visa Business Classic/Visa Classic Credit Cards, the BORROWER/CARDHOLDER agrees that the BANK is entitled to unilaterally change the maximum fixed daily/weekly limits on using the card, for which it shall notify the BORROWER via the ProB@nking online banking system and on its website.

23. A merchant shall be entitled to request a CARDHOLDER to prove their identity. When executing certain payments for goods and services, the CARDHOLDER's signature shall be replaced by entering the PIN of the card.

24. The BANK shall notify the servicing processor of the amount of the limit coverage on the current account to which the card is issued. The servicing processor shall authorise/approve/ the operations (online transactions) only if they are within the coverage amount and within the set limits. Off-line transactions may also be executed with the VISA Business Classic/Visa Classic card without having to be authorised by the servicing processor.

25. Operations executed by the CARDHOLDER shall be authorised/approved/ or rejected by the processor servicing the BANK through its authorisation system as of the time of their execution. At the time of authorization, the transaction amount shall be blocked on the card until the transaction amount is accounted on the account, and may stay blocked up to 30 days.

26. The BANK shall debit the BORROWER's account with the amount of payments, withdrawals, interest payable, fees, commissions, and other bank charges related to the use of the card at the expense of the account balance and, if the balance is insufficient – at the expense of an unauthorised overdraft on the account, which shall be due and payable from the date it was charged on the account, and the BANK may collect it *ex officio* or through court proceedings, charging interest in accordance with the Bank's General Terms and Conditions and Tariff.

27. The BANK has the right to block the use of the bank card for objective reasons relating to: the security of the card and data from it in case of suspected unauthorised or fraudulent use of the card. The BANK undertakes to inform the BORROWER/CARDHOLDER immediately upon blocking the card, and where possible even before blocking it, of the blocking and of the reasons which prompted it, unless giving such information is not permitted for security reasons or in view of any regulatory requirements. After the reasons for blocking cease to exist, the BANK shall reactivate the card. The BANK may decide, at its own discretion, to reissue the card for its own account, and in all other cases such reissuing shall be for the BORROWER's/CARDHOLDER's account after payment of the fees set in the BANK's Tariff.

28. In the event of destruction, loss, theft, forgery or use of the card in another unlawful manner, as well as in the case the card is retained at an ATM terminal, the CARDHOLDER shall be obligated to immediately block the card via the ProB@nking online banking system or to submit at an office of the BANK a notification in writing within its business hours/notify the BANK at phone 0700 170 70 operating 24/7/notify the operator servicing the BANK.

29. The BANK shall not be held liable for a groundless refusal by third parties to accept payments with the credit 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.

30. The BORROWER/CARDHOLDER shall bear the losses relating to any unauthorised payment transactions resulting from the use of a lost, stolen or illegally misappropriated payment instrument, where the CARDHOLDER has failed to keep the personalised security features of the instrument safe, but not exceeding BGN 100.

31. The BORROWER shall bear all losses in relation to unauthorised payment transactions caused personally by the BORROWER or by a CARDHOLDER of a secondary card, by fraud or by failure to perform, intentionally or through gross negligence, one or more of their obligations.

#### **IV. COLLATERAL**

32. The BORROWER/CARDHOLDER undertakes to create the agreed collateral before the activation of the card, and the costs of creation/cancellation of the collateral shall be at the BORROWER's/CARDHOLDER's expense. The BORROWER/CARDHOLDER give their explicit consent that the collateral created in favour of the Bank shall remain in effect if the term of the Contract is extended by reissuing of a new card to the full repayment of all obligations arising from the Contract, for which the parties shall sign an annex.

#### **V. TERMINATION**

33. Either party may terminate the contract by a notification to the other party via the ProB@nking online banking system. If on the initiative of the BORROWER, it is assumed that the same wishes to exercise the right to early repayment of the loan, which effectively terminates the Contract for Issuance and Service of International Visa Business Classic/Visa Classic Credit Cards as of the time of submission of the notification to the Bank and the deactivation of the card via the ProB@nking online banking system. The Contract shall be terminated after submission of the notification and payment by the BORROWER of all withdrawn amounts and liabilities arising from card transactions, fees and interest, in accordance with the Tariff of the Bank and of all other incurred but unaccounted transactions, if any.

34. The BANK shall have the right to terminate the contract and block/deactivate the card without notice if the BORROWER/CARDHOLDER does not fulfil the following of their obligations:

- has not collected the card within six months from its issuance;
- does not provide coverage in the current account for the repayment of the liabilities within the set term and amount;
- does not observe the limits for operation of the card;
- allows the use of the card and PIN by third parties;
- breaches other obligations under the contract and these General Terms and Conditions.

After receiving the notification of unilateral termination of the Contract, the BORROWER/CARDHOLDER is no longer entitled to use the card and shall cover all obligations arising from the use of credit card. The BORROWER/CARDHOLDER shall repay all amounts relating to the credit card. With the closure of the primary credit limit, all secondary cards and limits to it shall also be closed.

35. The contract shall be terminated if any prerequisites for occurrence of grounds for termination are in place according to the provisions of the relevant contract, the General Terms and Conditions for Payment Services and the General Terms and Conditions for Lending of ProCredit Bank (Bulgaria) EAD. Should the contract be terminated, the Bank has the right to declare all amounts owing as payable/to require immediate payment of any outstanding obligations/to dispose of the property pledged as collateral and to proceed to compulsory collection of its debt claims in accordance with the provisions of the Code of Civil Procedure.

#### **VI. INSURANCE**

36. Upon signing the Contract for Issuance and Service of International Visa Business Classic/Visa Classic Credit Cards, in addition to the card, the CARDHOLDER shall be provided with free medical travel insurance, which shall be activated upon payment for certain services listed in the insurance policy and shall have effect outside the country. The insurance policy shall have a validity term of 365 days, which shall be renewed annually until the expiry of the card's validity. When the card is renewed, the insurance policy shall be automatically renewed.

37. The insurance policy shall specify the risks and the limits covered. The CARDHOLDER shall receive information of emergency help phone numbers at which assistance may be obtained on 24/7 basis. The insurance policy provided shall become effective when performing certain card-related activities, for example: purchasing an air flight ticket; hotel reservation; renting a car. In case of an insured event, the CARDHOLDER hereby gives consent for the BANK to provide the insurer with information that the CARDHOLDER has used the card to purchase a travel package or has made a payment for another service related to travel outside Bulgaria.

38. Upon occurrence of an insured event that necessitates the use of the insurance, the CARDHOLDER shall be obliged to immediately inform the insurer at the indicated phone numbers.

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

39. The BANK shall process the personal data of a BORROWER/CARDHOLDER 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.

40. 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.

41. 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.

42. The BANK shall send notifications/invitations/letters to the BORROWER and shall provide to them a statement of account in relation to the payment services used thereby via the ProB@nking online banking system.

#### **VIII. OTHER TERMS**

43. To any matter not provided for in these General Terms and Conditions, the provisions of the General Terms and Conditions of Lending, General Terms and Conditions for Payment Services and the Tariff of ProCredit Bank (Bulgaria) EAD, as well as the provisions of the existing domestic legislation shall apply.

44. The BANK reserves the right to unilaterally change these General Terms and Conditions, and depending on what service the relative change refers to, the rules under the Payment Services and Payment Systems Act or the Consumer Credit Act shall apply.

45. In case of any discrepancy of a provision in these Terms and Conditions with the provisions of the existing legislation, the statutory provision shall take precedence.

The General Terms and Conditions for Issuance and Servicing of Visa Business Classic Credit Cards and the General Terms and Conditions for Issuance and Servicing of Visa Classic Credit Cards are combined and amended by these General Terms and Conditions for Issuance and Servicing of Visa Business Classic/Visa Classic Credit Cards, which were approved by the Management Board of ProCredit Bank (Bulgaria) EAD, pursuant to Minutes of Meeting No. 843 of 22 July 2022 and shall be in effect from 27 July 2022. ProCredit Bank (Bulgaria) EAD reserves its right to supplement and amend the General Terms and Conditions at any time.