



## General Terms and Conditions for Payment Services of ProCredit Bank Bulgaria EAD

ProCredit Bank (Bulgaria) EAD, UIC 130598160, with headquarters and address at: Sofia 1303, 26 Todor Alexandrov Blvd, 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 maintained by the Registry Agency of the Republic of Bulgaria.

The company operates as a Bank pursuant to a License issued by the Bulgarian National Bank (BNB), in its capacity of the competent supervisory body on 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), unless the context otherwise requires, the following terms and acronyms have the following meanings:

GTCPS - General Terms and Conditions for Payment Services;

The BANK - ProCredit Bank Bulgaria EAD;

CLIENT – natural person or legal entity, counterparty to a particular legal relationship, subject to the settlement of these GTPS;

USER - any natural person, a payment service users, who in contracts for the provision of payment services operates in an activity other than their trade or profession and who meets the requirements of Section 1, p. 40 of the Law on Payment Services and Payment Systems (LSPSPS);

BANKING SERVICES - all operations performed by the BANK and provided to the CLIENT as the beneficiary of payment services in their capacity of a payer or recipient.

PAYMENT OPERATION - an action, undertaken by the payer or by the recipient on cash deposit, transfer or withdrawal of funds, regardless of the main legal relation between them.

PAYMENT ACCOUNT – an account in the name of one or more holders, used for payment services;

CONTACTLESS PAYMENT – the payment is made by waving the card over a POS device marked with the logo PayWave (VISA) or PayPass (Master Card).

1. The present GTCPS outline the general relations between the BANK and the CLIENT in relation to and on the subject of the payment services offered by the BANK.
2. To use the services, subject to these GTCPS, the CLIENT owes the BANK charges and fees in the amounts as per the current Price List of the BANK for Private Individuals/Legal Entities (the PRICE LIST). The Price List, the Interest Rate Bulletin and the Currency Bulletin of the BANK are an integral part of these GTCPS, presented by the BANK.
3. The CLIENT shall be obliged to maintain sufficient balance in their accounts to cover their monthly obligations in relation to the services used by him/her, described in the present Terms and Conditions.
4. By signing an Application for the use of specific purposes, the CLIENT unconditionally agrees and authorizes the BANK to debit their accounts, with the required amount of fees and charges due for services requested and used by him/her, defined as a type and amount in the effective as of the day of conducting the service/ operation Price list of the Bank for Private individuals/legal entities.
5. The standard fees and commissions, due and payable by clients of ProCredit Bank (Bulgaria) EAD /the Bank/ at the moment of conducting the transaction are defined in the Price list of the Bank. For services and operations, which are not subject of the Price list, the Bank applies fees and commissions upon agreement. The documents attached to the Price list for private individuals are an integral part of it.
6. The fees and commissions, defined in the Price list are applied to clients of ProCredit Bank (Bulgaria) EAD – Bulgarians and foreigners, as follows:
  - The amounts indicated in the Price list as foreign currency are levied in BGN with a fixed rate of Bulgarian National Bank applied by the Bank for the day of execution of the transaction;
  - The amounts indicated as subject to VAT according to the Law for VAT are with VAT included in the Price list.
7. The BANK publishes on its Internet site [www.procreditbank.bg](http://www.procreditbank.bg) the current text of the present GTCPS, the Price List, the Interest Rate Bulletin, and the Currency Bulletin of the Bank. The information on the exchange rates is available on the currency displays in its offices. The CLIENT is responsible for acquainting himself/herself with the latest updates in the relevant documents and information.
8. The changes in the GTCPS/ the Price List/the Interest Rate Bulletin/the Currency Bulletin come into force as follows:
  - In cases when the change is not to the benefit of the CLIENT of payment services – two months after the publication on the Internet site of the BANK.
  - In cases when the change is to the benefit of the CLIENT of payment services, as well is in cases when the changes do not involve single payment operations – from the moment of their publication on the Internet site of the BANK.
9. In case the CLIENT does not agree with the changes they shall be entitled to terminate the Agreement with the BANK within the period before their entering into force, i.e.
  - Within the two-month period following their publication, when the changes are not in his/her favour;
  - Immediately after learning about them or on the maturity date, if the maturity option is applicable.Termination of Agreement by the CLIENT shall be announced in writing.
10. In case the CLIENT does not state explicitly their desire for termination of the Agreement with the BANK within the prescribed term and continues to use the services as per the Agreement, they shall be deemed to have unconditionally accepted the changes.
11. The Bank provides the following types of services:
  - depositing and withdrawal of available funds in the payment account of a CLIENT in the BANK, as well as the operations related to the maintenance of the payment account;



- completion of payment operations, transfer of funds in a payment account in the BANK or to another provider of payment services, including cases when the funds are part of a loan disbursed to the client, including:
- execution of payment operations, completed via use of payment instruments;
- execution of loan transfers and periodic payments;
- issuance of payment instruments and/or accepting payments with payment instruments;
- execution of payment operations where the CLIENT's agreement for execution of the payment operation has been granted via a telecommunication, digital or informational medium and the payment is transferred to the operator via a telecommunication or information system or network, with the operator acting only as an intermediary between the CLIENT and the provider of the goods or services;
- other services consisting of single payment operations.

12. The BANK provides payment services and executes payment operations from/into an account maintained at the BANK, only under the account holder's order, or a person, duly authorized by the holder, person, or pursuant to advance agreement, given by the holder, within the amount limit and under the conditions, stated by the holder. Exceptions to the above are the following:

- debiting the Account with payable by the CLIENT: fees/commissions/charges/interest/principal payments;
- enforcement execution as provided by the law;
- execution of official order by court or other body of authority;
- execution of corrective internal operation;
- execution of corrective internal operation in cases provided by the law on payment services and payment orders and/or agreements with clients for deposit safe.

In case of a concluded agreement for payment services with the client, the above mentioned operations involving debiting of the account are executed by the BANK, pursuant to the present GTGPS, the concluded agreement or the regulation of the authorised/competent person/body or the relevant law.

13. The BANK is not responsible for the lawfulness of operations related to the provided payment service, unless the obligation to check is legally determined. The CLIENT shall be responsible for all operations made by him/her related to the use of the relevant service.

14. The BANK is entitled to decline the execution of a payment service and/or an operation related to it in case it has sufficient data, which can justify the deduction, that the ordered service/operation constitutes a violation of the existing laws of the country and/or the Internal Regulations of the BANK.

15. To obtain a service provided by the BANK, the CLIENT or the representing person shall certify their identity, including the authorisation. The certification is performed by presenting an ID document, original copy of power of attorney; registration/identification documents and confirmed copies of such, as per the regulations of the BANK. The ACCOUNT HOLDER and the persons authorised to operate with his/her accounts provide signature specimens in the form and methods, outlined by the Bank. On the 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 they do not present an up-to-date ID document, the BANK shall be entitled to reject the requested payment service.

16. The BANK accepts as valid a notarized power of attorney or authorisation, drawn in the presence of an authorised employee of the BANK, provided that the range of the representative power is outlined in a clear, accurate and precise manner. The BANK is entitled to decline performing of activities ordered by a representative, if the authorisation document does not correspond to the above requirements.

17. The BANK is not responsible for activities, including orders/ account closures, ordered by an authorised representative/proxy in cases when it has not been duly notified about the termination of the authorisation. The BANK reviews the submitted documents and the signatures in them for their authenticity and with due diligence.

18. The BANK is not responsible for performed activities when they have been pursuant to a submitted document, in case the document has been duly reviewed, but consequently found that the signatures on it have been fake or counterfeited (not authentic) or the submitted document has been forged, invalid and/or bearing false information.

19. In cases of activities carried out by minors the regime observed is that for legal actions by minors, laid down in the Persons and Family Act (PFA). Exceptions are the hypotheses laid down in the Family Code (FC) related to the status of a minor, under 16 years, whose marital status is married.

20. The BANK is not responsible for documents and correspondence which have not been delivered on time in cases when a change in the CLIENT's contact information has occurred of which the BANK has not been duly notified.

21. The BANK strictly applies all anti-money-laundering measures in compliance with the prevailing legislation and its internal regulations, and the CLIENT is obliged to abide by all requirements in this regard

22. If an Agreement constituting specific contractual relation, which is an object of regulation by these General Terms and Conditions, is terminated or declared null, or respectively nullity is declared regarding only certain clauses of the Agreement, the Agreement in the rest of its clauses, including the present General Terms and Conditions, remains valid and binding for the parties until the complete settlement of all arising liabilities.

23. The BANK provides the option that documents can be signed with an electronic signature in the sense of Art. 13, para. 1 of the Electronic Document and Electronic Signature Act (EDESA). To this goal, the BANK and CLIENT sign an agreement, whereby they agree that in the course of their legal relations the application of an electronic signature by any of the Parties shall have the legal effect of a handwritten signature as per Art.13, para.4 of EDESA.

24. The BANK takes three samples of the referent signature signed by the CLIENT on an electronic pad with a special electronic pen. The electronic signatures thus signed are saved in the information system of the BANK and have the legal effect of a specimen which allows biometrical identification through the identification of: exerted pressure, speed of signing, slope, direction, etc. These characteristics are used as points of reference in the matching process any time the same electronic signature is subsequently signed.

25. Any time a document is signed with an electronic signature, the latter is automatically compared for matching with the electronic specimen available in the BANK's information system. Immediately after the electronic signatures are signed by the Parties, the document is automatically locked in pdf format, which prevents the possibilities for any subsequent modifications. Upon request, the BANK sends the document thus signed in electronic form to an electronic address as provided by the CLIENT.

26. When a mismatch between the electronic signature signed and the signature specimen available in the BANK's information system is found, the CLIENT is invited to sign the document on hard copy. In such cases the signature signed in the document is compared to the signature on the id document provided by the CLIENT to certify the latter's identity.



## II. BANK ACCOUNTS

27. Bank accounts are payment accounts, used for money safekeeping and/or performing of payment operations.

### GENERAL PROVISIONS

28. The person/legal entity, in whose name the account is open, is called the ACCOUNT HOLDER.

29. Each account is assigned a unified International Bank Account Number (IBAN) in compliance with the requirement of the Bulgarian National Bank (BNB) set out in an Ordinance.

30. The following types of accounts can be open and held with the BANK:

- Current account – for keeping of funds payable at seeing without a notification by the ACCOUNT HOLDER to the BANK;
- Payment account for basic payment operations – for execution of basic payment operations
- Deposit account – holding funds payable on a due date (maturity date) or upon fulfilment of other previously agreed-upon conditions to the payment
- Savings account – for saving of funds of Private Clients, opened before 28.03.2017;
- Flexsave - holding funds
- Accumulation account – for holding funds, deposited for the registration of a legal entity;
- Letter of credit account – for holding funds to be used for payments from the CLIENT to a third party entitled to receive the funds upon fulfilment of the conditions, which have been agreed upon opening the Letter of Credit
- Liquidation account – for holding funds of entities in liquidation
- Specific (Insolvency) account – for keeping fund of entities with open insolvency procedures
- Other types of accounts, not named in these General Terms and Conditions, used for holding funds and maintained in accordance with the terms and conditions set out in a contract.

31. The client owes the Bank monthly account maintenance fee according to the Price list of the Bank. The fee shall be deducted by the Bank monthly after the end of the respective calendar month or in the day of closing the account. The client owes the full amount of the monthly fee for the respective month, regardless of the day in which in the account has been opened and/or closed. Monthly maintenance fee for current account with holder a farmer, notary, Private Law enforcer and freelancer shall be due as per the Price list for legal entities.

32. The BANK has a requirement to CLIENTS to maintain a balance and/or perform a number of transactions in the customer accounts. The balance amount is listed in the Price List of the BANK. The minimum monthly number of transactions for current accounts in BGN for legal entities is 3 transactions monthly. For specialized accounts under initiatives of the EU there is no requirement for a minimum number of transactions. In case the engagement 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 notification. The payment operations ordered by the CLIENT are executed up to the required minimum balance amount for the account. In case of unavailability of funds in the account, the BANK shall pay in, from the minimum balance, liabilities of the CLIENT for defaulted instalments as per loan agreements, as well as monthly fees, and in such cases the maintenance of minimum balance shall be considered violated. Upon receipt of funds in the account, firstly the minimum amount will be duly restored.

33. The funds held in the accounts of a CLIENT with the BANK, irrespective of their amount and currency, are guaranteed by the Bank Deposits Guarantee Fund (the Fund) up to the amount of BGN 196,000.

34. Exception from the provision in p. 33 are guaranteed deposits within the amount of BGN 250,000 for a term up to three months as of the time of the payment of the amount in the account of the depositor, or as of the time of authorisation of the depositor to operate with the amounts in the deposit:

1. deposits of natural persons as a result of real property deals for housing needs;
  2. deposits of natural persons as a result of paid amounts related to conclusion or termination of marriage, termination of employment or official contracts, disability or demise;
  3. deposits that occur as a result of insurance or insurance payments or payment of damages for crime or sentence revoked.
- The deposits referred to in this paragraph are not involved in the calculation of the total obligation of the Bank to a depositor under p. 33 within the said 3 months.

35. The guaranteed amount shall be paid out by the Fund under the terms and conditions specified in Art. 20 of the Law on Bank Deposit Guarantee.

36. The Fund provides access to the sums to be paid for the depositors of the BANK within 7 working days from the issuance of act under Art. 20, para. 1 of the Law on Bank Deposit Guarantee. In case of circumstances as defined by the same article, the Fund is entitled to extend this deadline.

37. Guaranteed amounts of accounts in banks shall not be paid in the following circumstances:

1. accounts, arising out of or related to transactions or actions constituting money laundering within the meaning of Art. 2 of the Measures Against Money Laundering Act or terrorist financing pursuant to the Measures against the Financing of Terrorism Act, which have been established by an effective sentence.
2. accounts of holders who have not identified pursuant to Art. 3 of Measures Against Money Laundering Act on the date of the act as of Art. 20, Para. 1 of the of the Law on Bank Deposit Guarantee.
3. account in which there were no operations on the orders of the depositor for the last 24 months before the date of the act of Art. 20, Para. 1 of the Law on Bank Deposit Guarantee and the balance of each of them is less than BGN 20.

38. The BANK shall provide to the Holder information about the guarantee of the deposit prior to signing the agreement and at least once a year after signing the agreement.

39. The BANK shall provide Information Bulletin for depositors:

1. prior to conclusion of the agreement (immediately before conclusion of the agreement at the latest) – on hard copy or on other durable medium through the possibility of its reproduction from the website of the BANK;
2. after signing the agreement - once per year, on the website of the BANK;
3. upon request of depositor – at any time, ) – on hard copy or on other durable medium through the possibility of its reproduction from the website of the BANK.

40. For more information CLIENTS can go to [www.dif.bg](http://www.dif.bg) or address the Bank Deposits Guarantee Fund, at 27, Vladayska Str. Sofia, Tel. +359 2 953 1217, e-mail: [contact@dif.bg](mailto:contact@dif.bg).

41. For interest-earning accounts, the BANK has the right to unilaterally change the applicable interest rates. The changes take effects as per Sections 7 and 8 of these General Terms and Conditions.

42. In cases of more than one ACCOUNT HOLDER (including private and business clients) to an account (the so called “joint account”), the ACCOUNT HOLDERS bear joint and several liability for obligations occurring during the existence of the account.

### OPENING

43. An account shall be opened after the BANK and the CLIENT conclude:



- a Framework Agreement for Payment Services and submission of Application for Opening of Account
- a Framework Agreement for Payment Services and a separate agreement for the particular account.
- 44. The Application and the account opened pursuant to it have the power of a contract for opening and maintaining of the respective type of account. The Application for opening a bank account shall be signed as per a form approved by the BANK. In case of a signed framework agreement and granted access to internet banking via the ProBanking system, the availability of deposited CLIENT request for opening of an account shall have the effect of a new contract and opening of the account. In case of rejection on behalf of the BANK to open the account requested through the Internet banking system, the BANK shall notify the CLIENT through the Internet banking system.
- 45. Prior to signing of the Framework Agreement, the BANK shall provide/ensure information to the CLIENT concerning the General Terms and Conditions for Payment Services, the Price List of the BANK for private individuals/legal entities, Privacy Policy of the Bank and draft of the agreement on hard copy or on other durable medium in line with the Payment Services and Systems Act through providing their publication and reproduction from the website of the BANK.
- 46. All accounts with an ACCOUNT HOLDER, who is an agricultural producer or a person exercising a liberal profession, for which account, upon its opening, 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 a legal entity. A change can be made on the grounds of a request submitted by the CLIENT.
- 47. An account can be opened in favour of a third person in the latter's absence. The terms and conditions for such an account are set out in the Framework Agreement and the Application, signed by the person opening the account. To use the account, the person, in whose favour the account has been opened, must provide a sample of their signature (specimen). The specimen signature is acknowledged upon the ACCOUNT HOLDER's first appearance at the Bank. The act of providing the specimen signature is considered as the ACCOUNT HOLDER's acknowledgement of the contractual relations arising from the documents signed, and, respectively, as his/her consent to all conditions applicable to the corresponding account, as well as to the Price List and the Interest Bulletin.
- 48. Upon opening an account, the BANK and the ACCOUNT HOLDER may agree to specific conditions for keeping the account, including with regard to operating with the funds held in it.
- 49. Should there be a premarital agreement stipulating that some or all bank accounts of the spouses must be joint, each of the spouses, who opens an account individually, is obliged to notify the BANK in writing about the existence of such a premarital agreement upon opening the account or immediately upon signing the premarital agreement. In the absence of such notification, the provision by law is applied, stipulating that the funds held in bank accounts of a person entering into civil marriage remain his/her personal property, and, respectively, such a person is considered to be the only ACCOUNT HOLDER of his/her accounts.

#### **SPECIFIC RULES FOR OPERATING**

- 50. Operating with funds held in an account with the BANK by a minor/under-age ACCOUNT HOLDER is carried out in compliance with the provisions of the Persons and Family Act and the Family Code.
- 51. In cases when several private individuals/legal entities are ACCOUNT HOLDERS of an account (the so-called 'joint account' or a common account), the order shall be made by them all together, unless otherwise agreed.
- 52. The amounts available in accounts of a deceased holder are paid to the heirs upon request (free text) signed by the latter or their proxy and presentation of a death certificate, certificate of inheritance / announced testament (if any), certificate from the municipality in the last residence of the deceased that the amounts in the accounts are declared and inheritance tax is paid when such is due by law, respectively. certificate from the territorial division of the National Social Security Institute, in which the last month for which the deceased was entitled to a pension is entered, and the month up to which a pension was transferred in account of the holder (in case a pension was transferred into the account). The transferred amount pertaining to time following the month of holder decease shall be refunded by the Bank to the territorial division of the National Social Security Institute. Where necessary, and in all cases of international inheritance, including submission of European certificate of inheritance, prior to payment of the amounts the Bank is entitled to require submission of still other documents by the heirs.

#### **BANK ACCOUNT STATEMENT**

- 53. The Bank Account Statement contains information about all transactions in an account for a specific period of time and indicates the beginning and ending balances in the account for the same period. The BANK generates monthly statements on the first day of the month following the month of reference of the statement.
- 54. The account statement is generated by the BANK in compliance with the requirements of the PSPSA and the Instructions by BNB. The information is provided in electronic form or on hard copy. The ACCOUNTHOLDER can choose one of the following methods for receiving their account statements monthly:

- via ProB@nking – the Internet banking system of the BANK;
- at an office of the BANK, on demand – the account statement is available to be collected by the ACCOUNT HOLDER at the bank office they have indicated upon their physical appearance there. It is the ACCOUNT HOLDER's obligation to ensure the monthly receipt of account statements.

In all of the above-mentioned cases, a delay of receipt is considered unreasonable, if more than one month has elapsed from the moment when the account statement has been received or has been available to be received (should this option be requested) by the ACCOUNT HOLDER. In order that the BANK acknowledges a good reason for delay, the CLIENT must provide solid evidence thereof.

- 55. The CLIENT shall owe fees as per the Price List for any of the following services: delivery of account statements required by post to an address, indicated by the ACCOUNT HOLDER in shorter periods, including for past periods.
- 56. Should the Account Statement be not received in time, the CLIENT shall be obliged to notify the BANK within 15 days. In case that the Client has requested to receive daily/monthly Account Statements at a Bank office, but has not appeared to receive the statements for a period longer than 3 months, such statements shall be destroyed.
- 57. Computer generated statements and transaction confirmations, issued by the BANK, are considered valid without signature.

#### **CURRENT ACCOUNTS**

- 58. Each CLIENT of the BANK opens and maintains at least one current account with the Bank with a debit card issued with it and internet banking registration.
- 58.1. A current account makes it possible to use services and payment operations, defined in the Price List for Legal Entities and Private Individuals of the BANK.
- 58.2. A current account can be only opened in one of the following currencies: BGN, EUR, USD.



59. As of 01.11.2017, opening "A current account with holder private individual" shall be discontinued for private individuals, while the opened accounts up to that date, as of 01.01.2018 shall be transformed in Active current accounts.

60. The Bank opens and maintains:

60.1. Active current account for private individuals in BGN, EUR or UDS on the grounds of a signed between the Bank and the clients Framework agreement and submitted Application for opening a bank account according to the conditions in p.43, p.44, p.45 from the current GTCPS. The client has the right to open and maintain in the Bank a second current account in BGN, EUR or USD, which mandatory shall be opened and maintained as Active current account.

60.2. Passive current account for private individuals – clients if the Bank, who want to maintain their savings in the Bank, but do not want to use the service package included in the Active current account. The account shall be opened in BGN, EUR or USD on the grounds of a signed between the Bank and the clients Framework agreement and submitted Application for opening a bank account according to the conditions in p.43, p.44, p.45 from the current GTCPS.

#### **PAYMENT ACCOUNT FOR BASIC OPERATIONS**

61. The BANK shall open and agree to maintain a payment account for basic operations pursuant to a Framework Agreement signed between the BANK and the CLIENT and submitted Application for opening of a bank account in accordance with the provisions in p. 43 of these GTPS.

62. A Client of the BANK is entitled to only one payment account for basic operations and the account holder can only be one private individual.

63. A USER is entitled to opening and using a payment account for basic services provided they fulfil the following conditions cumulatively:

- is a legal resident in the European Union (pursuant to the Payment Services and Systems Act);
- does not hold a payment account with the BANK or in any other bank on the territory of the country, through which they can use the services as per Art. 118 of the Payment Services and Systems Act, unless they have been notified that their account will be closed.

64. The payment account for basic operations shall be opened and maintained in Bulgarian currency in line with Art. 118 of the Payment Services and Systems Act and through the payment account the following services shall be provided:

- depositing funds in the payment account;
- withdrawal of cash from the payment account at ATMs during open hours of the BANK or outside open hours;
- execution of the following payment operations: payment operations with bank cards, including payments via Internet and/or transfers, including orders for periodic payments, at ATMs and POS, and via the online banking systems of the BANK.

65. The BANK provides the possibility for unlimited operations to be carried out through a payment account for basic operations via the online banking system, using the machines in the 24/7 self-service zones of the BANK and/or using a bank card issued by the BANK.

66. The CLIENT shall owe fees as per the Price List of the BANK for the services provided by the BANK, defined in Art. 118 of the Payment Services and Systems Act and Appendix 1 of the current General Terms and Conditions. The CLIENT shall authorise the BANK to deduct ex officio the due tax from the account for basic operations on execution of an ordered payment operation.

67. The BANK can reject opening of a payment account when the opening of such an account would lead to a violation of the established legislative provisions on preventing the use of the financial system for the purposes of money laundering and terrorist financing, and when a user no longer meets the conditions under p. 63 of these GTPS.

68. The Bank can unilaterally terminate a framework agreement for a payment account for basic operations, when at least one of the following conditions occurs:

1. the USER has deliberately used the payment account for illegal purposes;
2. no operations have been carried out in the payment account for more than 24 months;
3. the USER has provided false information for the opening of a payment account for basic operations when the true information would lead to rejection of opening of the account;
4. the USER no longer resides legally in the European Union;
5. the USER has subsequently opened a payment account with another bank, which enables them to use the services as defined in Art. 118, Para. 1 of the Payment Services and Systems Act;
6. the USER has violated the conditions in the framework agreement.

69. On terminating the framework agreement for payment account for basic operations on the grounds of one or more conditions listed in p. 68, subsections 2, 4, 5 and 6 above, the BANK shall notify the USER of the grounds for the termination with a notice within the legal timeframe. Termination on grounds of p. 64, subsections 1 or 3, shall be immediate.

70. Under the conditions in p.68, subsection 5 above, the BANK is entitled, instead of terminating the agreement with a two-month notice, to transform the account into an Active current account with standard conditions. If the CLIENT disagrees with the agreement transformation, they can terminate the account and pay the due fees as per the Price List of the BANK for natural persons.

#### **DEPOSIT ACCOUNTS**

71. The types of deposits offered by the bank are:

- ProVlog Deposit, open before 03.05.2016 - the CLIENT shall be entitled to withdraw a part or the full amount before the maturity date, and the BANK shall accrue interest in the amount of the interest rate for ProVlog (ProDeposit) for the closest past interest period as per the Interest Rate Bulletin effective at the time of the withdrawal. For the period after the date of deposit breach, the BANK shall charge an interest for a breached deposit as per the current Interest Rate Bulletin;

Standard deposit - the CLIENT deposits a certain amount for a certain period, which accumulates interest as per the current Interest Rate Bulletin;

72. A Deposit Account (Deposit) is a product allowing the CLIENT to deposit a certain amount of money, in one of the following currencies: BGN, EUR and USD, which is above a minimum, provisioned for the particular product, into an account with the Bank for a certain period of time, which amount accrues interest as per the provisions in the Agreement between the parties and the current GTCPS. The amount of the minimum balance and the interest rate, accrued on the deposited funds are as per the current Interest Rate Bulletin of the BANK.

73. The purpose of a Deposit Account is saving of funds, and therefore it is not used for effecting payments. A prerequisite for opening/maintaining a deposit account is the existence of a current account with the Bank. Through the current account are carried out actions of depositing and operating with the funds in the deposit account. The BANK presents to the CLIENT the Information Bulletin for Depositors before signing the agreement and at least once in a year after signing it, on hard copy or other durable media via the website of the BANK.



- 73.1. Each deposit of a client, who does not maintain in the Bank a current account/ active current account/ passive current account, after the maturity date shall be transferred in an indefinite savings account, for which management the Client owes a fee according to the Price list of the Bank.
74. A mandatory requirement for holding a deposit account in US dollars will be holding a current account in US dollars with the BANK.
75. The maturity date of the deposit shall be determined by the date of opening of the deposit account and the duration of the deposit, agreed by the CLIENT. Where there is a difference between the opening date of the deposit and the date of funds paid in the account, the maturity date of the deposit shall not change.
76. The interest rate shall be fixed for the entire deposit term and shall accrue on an actual number of days - 365/360. The interest shall be payable as follows:
- 76.1. For the Agreements concluded after 28.03.2017 the Bank shall pay in the current account of the Client at the beginning of each month, the accrued in advance part of the entire deposit term interest for the previous month. In case the deposit amount is below the minimum balance, the Bank shall not accrue interest.
- 76.2. For the Agreements for deposit accounts, which were concluded before 28.03.2017, the bank shall pay the due interest on the first maturity date after sending a notification about the entering into force of these General Terms together with the interest bearing amount value, unless agreed otherwise. After the first maturity date following the sending of the notification about the entering into force of these General Terms the due interest shall be paid as per p.76.1.
77. The change in the interest rate defined in the Interest rate Bulletin of the Bank and the payment of the interest as per p.76.1 shall be applied to the current agreements, after expiry of the notification term, as of the date of the first deposit maturity date after the notification. If the Client does not agree with the change, they have the right to terminate their deposit on the maturity date. Should the deposit be terminated before the maturity date, the Bank shall not owe interest.
78. In case the Client wishes so, they can, before or on the deposit maturity date, withdraw part or the total deposit amount, they can transfer the amount in their current account with the Bank.
79. Paying in of amounts and any operations with part or the whole amount of the deposit as well as any change in its type or term before maturity date will be deemed a breach of the deposit conditions, as a result of which the Bank shall not owe interest for the deposit amount.
80. In case of breach of deposit, it is renewed for the amount in the account at an interest as per the current Interest Rate Bulletin of the Bank at the time of renewal, the term defined at the time of the opening of the deposit starts anew, unless otherwise agreed.
81. In case the Client operates with part of the amount on maturity, the deposit shall be valid for the remaining amount (but not less than the minimum amount) at the same conditions, term and interest rate as per the current Interest Bulletin of the Bank as of the date of change in the deposit amount, unless otherwise agreed.
82. In case of breach of the deposit agreement by the Client's operation with part or the total deposited amount before the maturity date, the Bank shall pay to the Client the amount available in the deposit account after deducting the paid in advance interest for the period up to the breached maturity.
83. In case the Client does not perform any activity in relation to the deposited amount on maturity date, the deposit shall be renewed automatically at the same conditions, term and interest rate as per the current Interest Bulletin of the Bank as of the renewal date, unless otherwise agreed before maturity.
- FLEXSAVE**
84. FLEXSAVE is a product where the Client deposits an amount in currencies BGN or EUR, which is above the provisioned minimum balance for the product, for an unlimited term of duration. The amount of the minimum balance and the interest rate by which the Bank accrues interest, are in accordance with the current Interest Rate Bulletin. A prerequisite for opening and maintaining a FLEXSAVE account is the existence of a current account with the Bank. Actions like depositing amounts and operating with the funds in the deposit FLEXSAVE account are carried out via the current account.
- 84.1. As of 29.05.2017 the savings accounts were transformed into FLEXSAVE accounts and the FLEXSAVE rules are applied to them, as defined in the current General Terms and Conditions. Opened and/or transformed FLEXSAVE account, which does not comply with the conditions under p.84 from the current General Terms and Conditions loses the characteristics of FLEXSAVE and is considered to be indefinite savings account, for which management the client owes to the Bank a management fee according to the Price list of the Bank until opening a current account.
85. The Client can at any time, through their current account with the Bank, deposit and operate with the funds in their FLEXSAVE account up to the minimum required balance as per p. 84, which shall not change the conditions in the Agreement.
86. On closing a FLEXSAVE account the Bank shall accrue and pay interest in the current account of the client together with the available amount on the day of closing of the account.
87. The Bank accrues interest in the account every first business day of the month and sends it to the Client's current account with the Bank, retaining its right to change the applicable interest rates unilaterally. On termination of the Agreement on behalf of the Client, due to disagreement with the changes in the interest rates, the Bank shall accrue interest for the period from the date of the latest interest payment to the date of the Agreement termination.
88. In case the Bank discontinues providing a particular deposit/savings product, including changing the latter, it shall notify the Clients within the provisioned period and in case the Clients do not state their willingness for termination of the relevant agreement within the period defined in the notification, they shall be deemed bound by the performed transformation/change as per the way it is defined in the notification of the Bank.

### **III. DOCUMENTARY OPERATIONS**

89. The Bank shall process the following documentary operations: letters of credit and guarantees and documentary collections. The letters of credit, guarantees and documentary collections shall be processed in compliance with the effective at this moment rules of the International Commercial Chamber Paris for the respective type of instrument. The Documentary Guarantees, that bear the specific features of Letters of Credit, are considered documentary Letters of Credit, and are treated accordingly.
90. When processing documentation for documentary operations, the BANK checks all presented documents with due diligence in order to estimate the fulfilment/non-fulfilment of all terms and/or conditions made by the CLIENT, or respectively, the instructions received from other banks. The BANK does not bear responsibility about the form, completeness, accuracy, authenticity and validity of the documents presented to it with regard to documentary operations.
91. For processing of documents for documentary operations regarding letter of credit/ guarantee, the Client owes to the Bank fees and commissions defined in the Price list of the Bank, as follows:
- 91.1. Quarterly or for the respective part of a month at the time of occurrence of the event:



- fee for opening and payment/ fee transferring a letter of credit;
- fee for issuing a guarantee;

91.2. Monthly or for the respective part of a month at the time of occurrence of the event:

- fee for delayed payment or accept of letter of credit;

91.3. One-off before providing the service by the Bank's side:

- fee on the increased amount, due at the change of the amount and advise of the change for increase in the amount;
- fee for express processing up to 24 hours for letters of credit and guarantee shall be collected only after the consent of the Bank for carrying out the express service;
- fee for collateral appraisal, different from cash, when issuing letters of credit and guarantees for amounts above EUR 30 000.

91.4. When a client is a beneficiary under a letter of credit and all fees are at the expense of the ordering party, but these fees have not been paid, the client- beneficiary shall owe commissions to the Bank, as of 11.08.2018.

#### **IV. DEPOSIT OF CASH VIA DEPOSIT SAFE**

92. Depositing cash at the BANK can also be carried out using a safe deposit box or in the form of valuable shipment and the daily amount deposited in this way may not exceed BGN 50,000 (fifty thousand) or its equivalent in other currency unless otherwise agreed between the parties. The service is paid and provided on the basis of a contract.

93. Cash deposited during the working day is counted by 17:00 on the following day. Cash deposited on a non-working day shall be counted by 17:00 on the second day following the working day.

94. The BANK shall credit the account of the CLIENT in the manner and within the time stipulated in the contract concluded for this purpose.

#### **V. DEPOSIT AND WITHDRAWAL OF FUNDS AT ATM**

95. Depositing of funds in the BANK can be also carried out using the ATMs for deposit and withdrawal of cash, located in the 24/7 self-service zones at offices of the BANK. Deposits in the ATMs for deposit and withdrawal of cash can be only carried out in national currency. Fees/commissions are due for depositing and withdrawal as per the Price List of the BANK.

96. The funds deposited via a bank card in the ATMs for deposit and withdrawal are registered in the bank account of the CLIENT corresponding with the bank card with a valid date the date of the transaction.

97. In cases of technical problem occurrence during depositing of an amount the BANK is entitled to discontinue the registration of the ordered amount by the CLIENT in their account until a check has verified the correct size of the deposit amount. On verification of the actual size of the deposit the Bank shall immediately register it in the CLIENT's account. Upon exceeding the fee-free according to the Price list of the Bank daily limits for withdrawal/ depositing, the due commissions shall be deducted ex officio.

#### **VI. DEPOSIT OF FUNDS VIA CASH TERMINALS**

98. Depositing of funds in the BANK can be also carried out using the cash terminals for depositing amounts in BGN and EUR, which are located in the 24/7 self-service zones at offices of the BANK. Fees/commissions are due for depositing as per the Price List of the BANK, which are deducted ex officio.

99. The cash in BGN or EUR is deposited by the CLIENT via the cash terminals and the CLIENT bears the responsibility for the correct and accurate entering of the bank account number in which the CLIENT wants the deposit to be made.

100. The BANK registers the amounts deposited at the cash terminal in the CLIENT's account with a valid date the date of the deposit.

101. In cases of technical problem occurrence during depositing of an amount the BANK is entitled to discontinue the registration of the ordered amount by the CLIENT in their account until a check has verified the correct size of the deposit amount. On verification of the actual size of the deposit the Bank shall immediately register it in the CLIENT's account.

102. In the event of discrepancy between the document issued by a machine in the 24/7 Zone when using a service and the statement of a client, at their request a revision of the respective machine may be performed, for which the client pays a fee according to the Price list of the Bank. If a technical/ other error is detected during the revision, the paid fee by the clients shall be refunded to their account.

#### **VII. EXECUTION OF PAYMENT OPERATIONS**

103. A payment operation is permitted, if the Payer has submitted the corresponding payment order with the BANK or they have given their consent to the payment execution in the way agreed with the BANK.

104. The payment order may be given on hard copy or electronically through the use of the Internet Banking service, if so has been agreed with the BANK.

105. The BANK accepts credit transfer orders in the following currencies only: BGN, EUR, USD, GBP, CHF, CNY.

106. All instructions of the CLIENT to the BANK should clearly indicate the transaction objective. The payment documents must be clearly and legibly completed. Any corrections of confirmations or repetitions of previous instructions must be expressly marked as such.

107. In the absence of explicit instructions for the execution of a payment or a transfer, the BANK has the right to determine the method of execution at its own discretion, except for cases of payments in Bulgarian levs within the national territory, to which the order imposed by law shall be applied, as follows:

- through RINGS – for payments/transfers equal to or above BGN 100,000;
- through BISERA– in all other cases apart from the above-mentioned transactions for execution through RINGS.

108. The payer is responsible for the completeness and accuracy of the international bank account number (IBAN) and the payee's bank BIC code provided in the payment document.

109. A payment order is considered correctly processed by the BANK, if performed in accordance with the payee IBAN indicated therein.

110. 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 either process the payment order to the IBAN indicated, or make an inquiry. In case of inquiry, the BANK shall not be responsible for non-performance, delay or eventual damages caused.

111. Return of an incoming transfer in a foreign currency by order of the recipient shall be considered as an outgoing transfer, for which the client pays additionally the fees and commissions due to the correspondent banks, if such are due.

112. For transfers in USD ordered at OUR expenses, the performance by the bank-correspondent shall be without deduction of fees. It is possible due to the specifics of the banking practice in the USA, the bank of the beneficiary to deduct its costs from the transfer, regardless of the requested order of the ordering party for bearing all costs.



113. The BANK performs payments and/or transfers by order of the CLIENT, only if the balance in their indicated account, including the granted overdraft limit, is sufficient. The BANK does not perform partial payments under individual payment orders. The BANK informs the CLIENT of any failed payments in an appropriate way.

114. Should the balance in the CLIENT's account, requested for conducting the transaction, be insufficient, or should the payment/transfer exceeds the overdraft allowed, the BANK can execute the operation by exception, allowing for an unauthorized overdraft for the amount required for the payment and accrue interest for unauthorized overdraft, whose amount is defined in the Price list of the Bank. The moment the amount paid/transferred is booked, the amount due to the BANK automatically becomes payable, including the interest, fees and commissions for unauthorized overdrafts in accordance with the prevailing Price List of the BANK. The BANK is entitled to collect the receivables from any current account of the CLIENT's with the BANK. In case there are no current accounts/funds in current accounts, the BANK gives the CLIENT a deadline to repay their dues within 7 (seven) days. Should the CLIENT fail to repay their liability within 7 (seven) days, the BANK shall have the right to demand immediate repayment of its receivables, to obtain a writ of execution and initiate proceedings for their collection. The BANK is entitled to block the due amount in another account for the period before the deadline.

115. The BANK may refuse to perform a payment order, if:

- One or more of the prerequisites for processing the payment are missing
- The authenticity of the document is questionable
- The payment document presented by the payer is unclear and/or illegible;
- One or more additional documents required for the payment are missing
- The instructions are incorrect or ambiguous
- There are national and/or international sanctions with regard to organizations, institutions, persons or states related to the specific payment order
- Certain limitations exist by law, and/or by the regulations applicable to the specific payment operation, and/or by the conditions agreed for the account.
- the transfer is to offshore area or person registered in an offshore zone;
- the transfer is connected in any way with activities with virtual and/or cryptocurrencies;
- the transfer is to any of the following countries/territories or their related parties: the Islamic Republic of Iran, the People's Democratic Republic of Korea (North Korea), Transnistria, Crimea, Abkhazia, North Osetia, Nagorno- Kharabakh.

116. The BANK is entitled to refuse crediting the customer's account with funds received via transfer in their favour, in case:

- the transfer is initiated in an offshore area or by a person registered in an offshore area;
- the transfer is connected in any way with activities with virtual and/or cryptocurrencies;
- the transfer is received from any of the following countries/territories or their related parties: the Islamic Republic of Iran, the People's Democratic Republic of Korea (North Korea), Transnistria, Crimea, Abkhazia, North Osetia, Nagorno- Kharabakh.

117. The CLIENT is informed and acknowledges that depending on the type of transaction, the BANK requires an acceptable period of time to examine and process the documents presented in relation to the performance of the transaction thereof, including the right of the BANK to demand submission of additional documents/data so that the BANK can execute the requested transaction (invoices, contracts, certificates, etc.). Every transfer ordered for an offshore area or to a person registered in an offshore area is subject to additional examination, including payment to an offshore area or to a person registered in an offshore area which is ordered via the Internet banking system shall not be executed immediately as the BANK is entitled to demand the submission of additional information/documents related to the particular transaction. Should the BANK fail to perform to an order due to an objective reason (force majeure circumstances, incorrect order by the CLIENT, etc.) the BANK shall notify the CLIENT in due time. Such a notification shall release the BANK from responsibility for non-performance.

118. The date and time of payment order receipt by the BANK is considered the date and time when it was officially accepted by the BANK in the manner agreed with the CLIENT. The BANK determines time frames for accepting and processing payment orders within its open hours. Payment orders received on Saturdays, Sundays, official holidays, or after the respective hour set out in the Price List, shall be considered to be received on the following business day.

119. A business day for the BANK is a day on which the BANK performs the activities required for executing the respective payment operation. The open hours of each of the BANK's offices are published in the BANK's official Internet site.

120. For payment operations in BGN/EUR, BGN/EUR currency exchange one-time payment operations, and international payment operations in EUR, when the payment service provider of the payee is 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, and for payment operations initiated with a payment order on hard copy – not later than the end of the second business day after the payment order has been received.

121. For payment operation within the European Community, different to the operations described in the previous section, 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.

122. The CLIENT may at all times, but before their account is actually debited, cancel a payment and withdraw a submitted payment order. In this case all bank service costs with regard to the cancellation shall be borne by the CLIENT in an amount in accordance with the prevailing Price List of the BANK.

123. In cases different than the hypothesis of the section above, but not later than the time of crediting the payee's account, a credit transfer payment order can be cancelled with the BANK's consent only. In this case all bank service costs with regard to the cancellation shall be borne by the CLIENT in an amount in accordance with the prevailing Price List of the BANK.

124. The client owes fee according to the Price list of the Bank for each amendment/ cancellation of a transfer, following a performed transfer, performing a transfer within 2 hours from submitting the payment order and the applicable documents.

125. In regard to processing payment operations, the BANK complies with (EU) Regulation No 2015/847 of the European Parliament and of the Council from 20 May 2015 regarding the information about the payer contained in money transfers, as well as with other prevalent regulations.

126. A transfer, ordered via a payment order by a client within the working day until the described below hour:



	Deadline
Transfer with date of receipt the same working day (BISERA)	
• on paper	11:30
• via online banking	14:30
Express transfer (RINGS)	15:00
Ordinary transfer in a foreign currency with execution date the same working day – EUR, USD, GBP and CHF	17:00
Express transfer in a foreign currency with execution date the same working day	
- EUR and USD	17:00
- GBP	12:00

shall be conducted within the working day, in which the payment order has been received in the Bank, and the received payment orders after the above mentioned deadlines shall be conducted on the next working day.

127. ProPay is the system for express foreign currency payments between clients of the ProCredit banks. Countries in which ProPay transfers can be performed between the clients of ProCredit banks are: Albania, Bosnia and Hercegovina, Bulgaria, Germany, Georgia, Kosovo, Macedonia, Romania, Serbia, Ukraine and Moldova.

**VIII. FEES, COMMISSION FEES / COSTS / EXCHANGE RATES**

128. The CLIENT is obliged to pay all fees, commissions, interest (agreed and/or imposed), as well as all other costs incurred in the course of the contractual relations and/or related to the execution of the instructions in accordance with the prevailing Price List 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, regardless of their respective currencies. Should receivables be collected from an account in a foreign currency, the amount shall be converted at the amounts are calculated using the exchange rate of the BNB on the day and time of the operation. In case that the accounts of the CLIENT do not contain sufficient funds to cover liabilities of fees/commissions, on the day when they become payable, the BANK shall credit the account of the payable liabilities, related to the relevant due fee/commission at the amount equaling the payable amount. The BANK shall accrue penalty interest as per the Price List of the BANK on the payables for fees and commissions until the moment of repayment. The liabilities are receivable as of the moment of their occurrence and in case the CLIENT does not pay them with 7 (seven) days, the BANK shall be entitled to bring an action in court for their collection. In case of default on the part of the CLIENT for payment of fees/commissions in full, the penalties on them shall be repaid first and then the amounts of fees and commissions.

129. 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 supplier is located on the territory of the EC, the BANK processes such operations charging the payer all fees and commissions owed to the BANK for the provided payment service, and the payee is charged any fees and commissions with regard to the receipt of transfer by their payment service provider; operations requiring currency exchanges are an exception – in this case the BANK performs the payment as agreed with the CLIENT.

130. 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 is performed as agreed with the CLIENT.

131. The BANK is entitled to make corrections to instructions by the CLIENT, should such instructions breach the applicable rules, including regulatory, for the calculation of fees.

132. In all cases not expressly described, the BANK has the right to negotiate the payment operation to be processed with a different allocation of the fees.

133. The BANK buys and sells foreign currency at the prevailing buy/sell exchange rates, which are published through the respective Internet banking channels, and on the currency tables at the bank offices.

134. Any changes in the respective buy/sell exchange rates, resulting from changes in the exchange rates and market levels of reference, become effective immediately upon posting on the currency tables at the bank offices.

135. All losses and damages incurred on the foreign currency accounts, resulting from the applicable law and regulations with regard to the currency regime in the country, are borne by the CLIENT in full. The CLIENT bears all consequences from the compliance with the currency laws and regulations, which impose limitations or restrictions on the rights of disposal of the funds held in such accounts, including the operations and transactions with the funds.

136. All payments and transactions with accounts in currencies, different from the national currency, are processed in the currency in which the account has been open, unless the BANK agrees to process payments in currencies different from the currency of the account by explicit order by the CLIENT. Unless otherwise instructed by the CLIENT, all operations in currencies different from the currency of the account are converted into the currency of the account at the respective exchange rate of the BANK prevailing as of the moment of processing the operation

137. For domestic/international payments in a foreign currency, the BANK has the right to demand that the CLIENT provide any documents required by the prevailing Bulgarian law, as well as documents mandatory required by the BANK for the particular payment.

**IX. ELECTRONIC BANK DEBIT CARDS**

138. Debit cards are technical tools for remote electronic access of the Cardholder to the amounts into the current account of the Cardholder with the BANK and are designed for his/her identification upon making of non-cash payments when purchasing goods and paying services, cash withdrawals and other operations not related to making of payments.

**TYPES AND ISSUANCE**

139. The Visa Electron International Debit Card may be issued to each legally capable local natural person of age – a Bulgarian citizen, as well as any legally capable foreign private individual of age having the status of an foreigner permanently or continuously residing in the Republic of Bulgaria, or a foreign natural person, accredited as an employee of diplomatic or consular representation, or an international organization with headquarters in the Republic of Bulgaria. Visa Electron International Debit Cards are also issued to foreigners of EU member-state citizenship (personal identification is certified with an international passport or an identification document issued by the respective country).

140. Visa Business Electron International Debit Cards are also issued to local legal entities, registered as merchants in the sense of the national legislation, provided the legal entity is not declared insolvent and is not in bankruptcy or liquidation proceedings. All persons, to who debit cards are issued by order of the ACCOUNT HOLDER, are the CARD HOLDERS of subordinate cards linked to the current account of the legal entity. The name of the legal entity - ACCOUNT HOLDER and the name of the actual CARD HOLDER are both printed on the face of the bank card.

141. An International debit card Visa is issued to a current account open in BGN or EUR on grounds of a signed Framework Agreement for Payment Services between the BANK and the ACCOUNTHOLDER and submission of an Application for Issuing of a Debit Card and/or signing a separate contract



for the product. For a debit card to be issued to a Client, not qualifying as a user, it is enough for the client to submit a completed and signed Application for Issuing a Debit Card. The Application and the card issued to it have the validity of a contract signed for the respective product.

142. More than one debit cards can be issued to one account – one principal and up to 3 subordinate cards. The functionalities of an Active current account apply to the main and additional card together, not separately.

143. The CARDHOLDER of the principal debit card, who is the ACCOUNT HOLDER of the corresponding current account, may request one or more additional debit cards to be issued with CARDHOLDERS third parties other than the ACCOUNT HOLDER. In this case, a party to the Contract for Issuing of a Subordinated Card is the third person CARDHOLDER, but the Contract is concluded with the ACCOUNTHOLDERS consent. The name of the third person is written on the face of the issued subordinated debit card.

144. The BANK shall reserve its right to refuse the issuance of international debit cards and shall not be obliged to provide any reasons for its refusal.

145. The BANK issues the debit card within 7 business days to a standard request and within 3 businesses to an express request, considered from the day following the day of application. In case of express request the CARDHOLDER is charged a fee in accordance with the Price List of the BANK.

146. The validity period of a debit card is 48 calendar months and expires on the last day of the forty-eight month, indicated as the expiry date on the card. The bank card is property of the BANK and upon expiration of its validity or termination of the Contract the bank card must be destroyed by the CARDHOLDER via breaking the integrity of the chip and the magnetic strip of the plastic.

147. Upon expiry of the validity term of the card, at the BANK's discretion and with the CLIENT's consent, the Contract can be extended for another 24-month period under the same terms and conditions. In this case the BANK issues a new card and provides it to the CARDHOLDER. The new card has new number, CVV (Card Verification Value) and PIN (personal identification number). In case the BANK does not reissue the card and the CARDHOLDER wishes to have it reissued, the CARDHOLDER is to submit an Application at an office of the BANK or via the Internet Banking Service.

148. The BANK shall hand in the card to the CARDHOLDER or to a person personally representing him/her, together with a sealed envelope containing its Personal Identification Number (PIN) to be used for identification of the CARDHOLDER. The receipt of the card and the envelope with the PIN are registered in a Protocol for Receipt of Card with the receiver signing in confirmation. The receiver shall check the wholeness of the envelope and the conformity between the number, printed of the front side of the card and the number stated on the card in the envelope provided to him/her.

- The CARDHOLDER acknowledges that the card number and PIN envelope number match by signing in the area designated for authorized signature on the back side of the card. When the card and PIN are delivered in person, the CARDHOLDER signs in the presence of the bank official. When the card and PIN are received by a proxy or courier (See below), it shall be the obligation of the CARDHOLDER to sign its reverse side in the area specified for the purpose.
- Should the number on the face of the card and the number printed on the closed envelope with the PIN not match, the recipient returns the card and PIN. In this case, the BANK is obliged to issue a new card with a new PIN within 7 business days, bearing the costs.

149. The newly issued/ reissued card and PIN/new PIN are delivered via courier at the provided address by the CARDHOLDER. The application for sending a card and PIN/new PIN shall be submitted at an office of the BANK or via the Internet Banking System where the address for delivery of the card shall be designated. The delivery via courier shall be conducted in compliance with the requirements for personal data protection, defined in the Bulgarian legislation only personally to the CARDHOLDER or a person duly empowered by them, after identification via presenting identification document. The CARDHOLDER bears the risk of non-delivery of the shipment in the following cases:

- Incorrect or incomplete correspondence address
- The non-delivered cards shall be returned to the servicing office of the CARDHOLDER in the BANK, from where they can receive them within the terms designated in the Tariff of the BANK.

In this cases, the BANK shall not refund the fee for delivery to an address to the CARDHOLDER.

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

151. The BANK activates the card:

- in case the card has been received at an office of the BANK – within the same day, when the card was handed in to the CARDHOLDER.
- in case the card has been received via courier – after verification of the CARDHOLDER by name, UCN, number of personal ID card, code word and the last six digits of the card's number. The verification is performed via the ProBanking service or contacting the Call centre. In case of match of the data submitted by the CARDHOLDER with those entered in the information system of the BANK, the BANK activates the card on the day of the verification.
- for conducting cashless payments with the card via POS terminal the Cardholder has to change the received PIN of the card at an ATM with a chosen one.
- in all cases operation with the card is possible on the business day following its activation at the earliest and after the change of PIN.

152. The CARDHOLDER can submit a request for issuing a new debit card/obtaining of new PIN at an office the BANK or via the Internet Banking System in the following cases:

- upon destroying or damaging of the active card;
- upon loss, theft, robbery or seizure in another illegal way of the card;
- in case the PIN was forgotten.

153. To have a new card issued/ new PIN generated, the CARDHOLDER completes the documents provided by the BANK and pays a fee in accordance with the prevailing Price List of the BANK. The CARDHOLDER is charged no fee for card re-issuing due to expired validity.

154. The debit card issued together with the PIN shall be kept at the office of the BANK where their receipt was requested for a period of 6 (six) months considered from the date of their issuance. In case they were not demanded by the CARDHOLDER within the stipulated period, the card and the PIN shall be destroyed and the effect of the contract shall be considered terminated.

#### USE

155. The following operations can be performed with a Visa Electron debit card:

- Cash withdrawals at ATM/POS terminals;
- Cash deposits at ATM terminals of the BANK;
- Payments upon purchase of goods and services via POS terminal device;
- Payment of recurring obligations at ATM terminals;
- Payment for goods and services online;
- Receipt of a balance into current accounts and performed transactions via ATM terminal device;



- Change of PIN (personal identification number) via ATM terminal device;
- The Visa Cash Back service is carried out in trade facilities within the territory of the Republic of Bulgaria on POS terminals, having the service logo. The cash-back limit is BGN 50 per purchase. Cash-back amounts are subtracted from the Visa Electron 24-hour cash withdrawal limit.
- Other

Respectively:

- All above-listed transactions are supported at all terminals on the territory of the country, which are marked with the VISA logo and support the corresponding functionality
- The operations under bullets: one, three, five and six of the list above are enabled at terminals abroad.

156. Every CARDHOLDER of Visa Electron issued by the BANK can use the Visa Personal Payments (VPP) service, which allows receiving funds in their card from another Visa CARDHOLDER on the territory of Europe by using a mobile application. The receiving of funds in the card can 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 (the transfer) from the card operator.

Within seven days, the recipient of the funds, CARDHOLDER should confirm the receipt on a URL specially denominated for the purpose. Otherwise the transfer shall be voided and the funds shall be returned to the sender. Should the CARDHOLDER enter three consecutive times incorrect information submitted by the sender as per amount and/or identity code, the site shall block the access for the following 24 hours. In case, within the above mentioned seven-day term, the recipient enters incorrectly six times the information submitted by the sender, the transfer will be automatically voided and the funds shall be returned to the sender.

157. The CARDHOLDER of Visa Contactless issued by the Bank can use the service of contact payment at POS in Bulgaria and abroad, which are marked with the service logo PayWave.

1. When a contactless payment is within the amount of BGN 25 or the equivalent in the currency of the related country, the order is completed without entering a PIN and/or signature on the document for the performed operation.
2. When a contactless payment is above the amount of BGN 25 or the equivalent in the currency of the related country, the order is completed in a contactless method or in a contact method depending on the requirements in the related country, but in this case the payment is completed after entering for the operation.

158. For all operations carried out with the card and/or services, carried out by the Bank at the cardholder's request (generation of new PIN, change of data of the card, activation of a blocked card, reissuance if card before the expiration date, undelivered card due to client's fault, etc.), the CARDHOLDER shall pay a fee in the amount as per the Price List of the Bank.

159. The BANK set limits for maximum allowed limit and/or number of payments via a debit card, as follows:

	Debit card Visa Electron	Debit card Visa Business Electron
Limits for 24 hours		
<b>Withdrawal from ATM</b>	BGN 2 000	BGN 5 000
<b>Payment at POS</b>	BGN 5 000	BGN 6 000
<b>Total limit (ATM and POS)</b>	BGN 7 000	BGN 10 000
<b>Number transactions (ATM and POS)</b>	20	20
Limits for 7 days		
<b>Withdrawal from ATM</b>	BGN 10 000	BGN 20 000
<b>Payment at POS</b>	BGN 12 000	BGN 25 000
<b>Total limit (ATM and POS)</b>	BGN 12 000	BGN 25 000
<b>Number transactions (ATM and POS)</b>	50	50

160. Should the CARDHOLDER object to the set limits, they have the right to notify the BANK before their effective date, terminating the Agreement for the card service and returning the plastic card to the BANK. The increase of a limit at a client's request, above the size mentioned in the Price List, presupposes mandatory registration for text-message notification of the executed transactions with the card.

161. The CARDHOLDER is obliged to use the bank card in person only, to not give the card to others, and to take due care for preventing unauthorized access to the card.

162. The operator servicing the BANK shall provide every CARDHOLDER within the territory of the country with the opportunity to change his/her PIN via ATM terminal device with a new one, the parameters of which shall be known only to the CARDHOLDER.

163. Should the CARDHOLDER enter three consecutive incorrect PINs, 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 a blocked card, the CARDHOLDER files a request at any of the offices of the BANK or electronically using the Internet banking service.

164. The BANK sends to the Card Operator information about the available funds for the card. The Card Operator authorizes transactions up to balance of the current account linked to the card and within the set transaction limits of the card. Some particular operations with the card are not subject to authorisation, thus successful operation can be completed without availability of sufficient funds in the account of the CARDHOLDER. The amount exceeding the available balance in the account shall be unauthorised overdraft, which accrues interest as per the Price List of the BANK.

165. Operations effected by the CARDHOLDER are authorized/rejected by the Card Operator through its authorization system in real time (i.e. at the moment the operation is effected). At the moment of authorization, the transaction amount is blocked until it has been booked in the account and may remain blocked for up to 30 days.

166. Operations with international debit cards shall be performed in the currency of the country where the card was used. Where payments via an international debit card are performed abroad, the denomination of the currency in which the payment was performed into the currency of the current account shall be carried out under the selling rate of the Bank at the day and time of processing.



167. The BANK debits the amounts of card payments/withdrawals at ATM/POS terminals from the current account linked to the card.
168. When making card payments for the purchase of goods and/or services at a merchant POS terminal, the CARDHOLDER is obliged to examine the payment slip presented by the merchant.
169. The merchant has the right to require the CARDHOLDER to provide a personal identification document to verify the signature. For the effectuation of some payments of goods and services, the CARDHOLDER signature is replaced by requirement for entry of PIN.
170. The CARDHOLDER shall be obliged to keep for reference the receipts from the operations carried out with the card. In case of any doubt for discrepancies in performed transactions, the CARDHOLDER shall be obliged to immediately notify the Bank in writing.

## **X. INTERNET BANKING/ProB@nking**

### **GENERAL PROVISIONS**

171. The Internet banking system of the BANK – ProB@nking, allows CLIENTs (private individuals or legal entities) access to their accounts open and kept with the BANK and enables the CLIENTs to operate with their accounts via Internet through their registered users and respective profiles. Payments in national and foreign currencies can be effected via ProB@nking. The payments are made as per the terms and conditions, set in these GTCPS and the legislation in force.

172. To use the service, the CLIENT has to fulfil the following minimal technical requirements:

- Computer configuration/mobile device supporting the installation of an operating system allowing the use of the service
- Internet access
- A web browser - one of the expressly indicated by the BANK

The BANK provides a list of acceptable browsers and their versions in the site of ProB@nking or the site of the BANK.

173. The BANK has the right to impose limitation to the use of the system, including blocking the access and/or introducing additional requirements for effecting operations through ProB@nking in order to comply with the prevailing legislation, with regard to the information system security, and/or during technical improvements of the product.

174. The ProB@nking service is activated:

- automatically, when opening a current account
- pursuant to submitted request form

and covers all accounts (current/deposit/savings) of the CLIENT with the BANK. The newly opened accounts are automatically included in the service and the users registered by the CLIENT get access to the service, according to the rights granted to them at the time of the registration account in ProB@nking. Excluding of an account, respectively express non-inclusion of a newly opened account is done on the basis of a written request by the CLIENT.

175. The CLIENT can authorize an unlimited number of private individuals (users) with the right of access to and/or operation with funds in their accounts and submitting of requests and declarations through the ProB@nking system, as per their user rights and limits, set by the CLIENT.

176. The BANK shall allow access to ProB@nking to legal representatives of the CLIENT or to persons authorized by the CLIENT, only if they have been duly authorized to operate with the respective accounts with a written notary-certified Power of Attorney, or have been indicated as authorized users by the CLIENT in the respective registration form, or in another written document in a form provided by the BANK.

177. The CLIENT may change the authorized persons, including cancel their access or change their rights of operations with the accounts; the change shall be performed through entering a TAN (Transaction authorization number) or through a written request.

178. Upon registration, the user creates a User Name for access to ProB@nking and provides a valid e-mail address, to which the BANK sends a temporary password. The BANK is not responsible for cases of non-receipt of sent passwords resulting from technical reasons or other problems and circumstances outside the BANK's control, or when another person has access to the e-mail account indicated and unlawfully avails of the accessible information.

179. Provided that a user is registered with rights to order payments and/or send electronically other standardized information, the USER shall register for receiving Transaction Authorization Numbers via SMS. The registration is conducted on the basis of a written request by the user. Each authorized user must point a mobile number to which they shall receive TAN via SMS.

180. To access the ProB@nking account, the USER identifies him/herself with the User Name and Password received upon registration.

181. The BANK has the right to block the access of a user, if the user remains inactive for more than 6 months following their registration for the ProB@nking service.

182. To submit electronically standard documents, such as requests, statements, and/or payment orders in local or foreign currencies, the user signs by entering a TAN - a unique 6-digit code valid once, used for sending a document or a group of documents to the BANK.

183. The CLIENT, including users other than the CLIENT, bears full responsibility for all his/her actions in the system, once given access to it. All documents/ group of documents, requests (applications) signed with a TAN code are considered to be signed with an ordinary electronic signature within the meaning of art.13, para.1 from the Law for the electronic document and the electronic verification services (LEDEVS). The Bank and the client agree that the electronic signature of the client shall have the effect of a handwritten signature in the relations between them, according to art.13, para.4 from LEDEVS.

184. Using the Internet banking system, the CLIENT unconditionally consents and authorizes the BANK to generate electronic messages for the respective payment orders in the payment systems in compliance with the Law on Payment Services and Payment Systems and Ordinance: No 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and Use of Payment Instruments.

### **USE**

185. Through ProB@nking, CLIENTs can send orders (payment orders and/or other documents) 24 hours a day. Through ProB@nking, CLIENTs can send orders (payment orders and/or other documents) 24 hours a day. The BANK processes the documents received within its open hours and announced terms for acceptance and execution of the various types of payments.

- working days – from 8:30 until 19:00;
- Saturdays - from 9:00 until 17:00

Payment orders, confirmed by TANs and submitted outside the above days and hours, shall be considered submitted on the first working day following their submission to the BANK. The BANK shall process the received documents within its working hours and the time limits announced for receiving and execution of the different types of payments.



186. The time of submission and the content of the received by the BANK payment orders and/or documents shall be determined and verified via the information system of the BANK.

187. When performing purchase of currency and payment orders in foreign currency related to currency exchange, the translation is performed at the exchange rate according to current exchange bulletin of the BANK valid for the date and time of receipt of the order, otherwise agreed between the parties.

188. Payment orders in Bulgarian levs for execution on a future date are processing and executed on the date indicated by the CLIENT as the transaction execution date in the payment document. In that case, the CLIENT is obliged, not later than the end of the business day preceding the transaction execution date, to provide sufficient funds in their current account for the payment and fees due in accordance with the prevailing Price List of the BANK. The execution date cannot be more than 30 calendar days after the date on which the document is entered in the system.

189. The CLIENT is obliged to control the status of their documents submitted for execution and in case of inconsistencies to timely notify the BANK.

190. The BANK refuses to execute a payment in the following cases:

- The IBAN given is incorrect or incomplete
- The balance in the account is insufficient to cover for the payment and related fees
- The CLIENT has not provided the required documents or other information necessary for the execution.
- There are available national and/or international sanctions against organizations, institutions, individuals or countries linked to the specific payment order;
- Restrictions exist under the applicable law and/or the relevant regulations on the payment transaction and/or contractual terms under which the account is held.

191. Access to the new account is given to all users in accordance with their respective rights as of the moment of registration of the account in ProB@nking. Should the request for opening of an account be requested outside the following time intervals:

Working days – from 8:30 until 19:00;

Saturdays – from 9:00 until 17:00,

it shall be considered to be received on the following working day.

192. When upon opening a deposit/savings account, the amount is transferred in a currency other than the currency of the deposit/savings account, the exchange rate of the BANK prevailing as of the moment of execution of the transfer is applied

193. Information about the payment operations made through the system, including daily statements, is available to the CLIENT in ProB@nking from the moment of registration of the account in the system for Internet banking. Daily statements are kept and available in ProB@nking for a period including the current and preceding calendar year. Information about opened/deregistered current accounts is available for a period of 1 month as of the date of closing/deregistering of the current account.

194. The BANK presents to the CLIENT information about the operations carried out by them on the business day following their execution via ProB@nking. The information is submitted on a daily basis. The CLIENT can review the operations in their account for a period of their choice.

195. The BANK provides information on the account balance on the date of its debiting/crediting.

196. On the day when the information on individual transactions is available, the CLIENT shall be considered duly informed concerning their execution and amount.

197. The CLIENT, including users other than the CLIENT, is obliged to keep their User Name and Password, and other tools for electronic identification (TAN) at a secure place protected against theft or damage, as well as to take all necessary measures for keeping them in secret in order to prevent unauthorized access to them.

198. In case of suspicion that a third person could possibly get to know the ProB@nking identification tools (User Name, Password and/or TAN) of the CLIENT/user, the latter is obliged to immediately notify the BANK and to request blocking of their access to the system.

199. The BANK shall not bear responsibility for possible unfavourable consequences in case it has diligently executed an order for execution of an operation before receiving of a notification from the CLIENT as per the previous section.

200. The BANK shall not be liable for non-performance to orders submitted by the CLIENT, when an incorrect oral/written notification for unauthorized use of ProB@nking by the CLIENT or third parties has been received, as a result of which the BANK has taken the necessary measures to protect the CLIENT, not executing operations ordered by the CLIENT.

201. The BANK shall not be liable for illegal actions performed by third parties through ProB@nking, which have caused damages to the CLIENT, when the actions have been performed through access by unauthorized persons to the electronic identification tools (User Name and Password, and/or TAN).

202. The BANK is entitled to temporarily or permanently add new or block existing services provided via ProB@nking without notification. If the BANK broadens the scope of services in the ProB@nking, the CLIENT shall be considered to have given their consent to this when using the service for the first time.

203. To use the services of the BANK through ProB@nking the CLIENT shall pay fees and commissions in amounts specified in the Price List for private individuals/legal entities of the BANK.

#### **XI. UTILITY BILL PAYMENT AND STANDING ORDER**

204. The Utility Bill Payment and/or Standing Order service allows the CLIENT to instruct the BANK to automatically debit an account indicated by the CLIENT in order to pay recurring liabilities of the CLIENT for utility services used (electric energy, heating, water, telephone, mobile telecommunication services, etc.), as well as other recurring fixed payments (rent, lease, insurance, loan instalments, etc., as requested by the CLIENT).

205. The service requires registration. To register, the CLIENT completes an Application Request. An active current account with the BANK and a bank card to it are needed for the registration.

206. The BANK provides utility bill payments and standing orders as follows:

- 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 can define another start date for the service (later in time than the above mentioned).

207. Liabilities for utility services, which have occurred before the date of registration, shall not be accepted for payment.

208. 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 liabilities shall not be paid.



209. The service/registration is cancelled on grounds of a written Request, submitted by the CLIENT at least five days before the starting date for the payment of the respective service.

210. The CLIENT is obliged to maintain a balance in their account sufficient to cover for the requested payments and to timely notify the BANK of changes of the Billing Client Number and/or changes of the bank account number of their counteragent for the payment, and/or changes in the term for payment or any other information specified in the Application for the service. The BANK /OPERATOR processing the payment shall not be liable for processing/non-processing a payment as a result from the absence of timely notification of a change on the part of the CLIENT.

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

212. 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 supplier, respectively on the standing order due date. When the last day for utility bill payments/ standing orders are on a non-business day for the BANK, the CLIENT is obliged to provide sufficient balance in the account not later than 11:00 of the last but one business day within the payment period.

213. Payments of utility bills are processed through a third party – OPERATOR. The OPERATOR processes a payment provided that a balance sufficient for the payment is available in the account linked to the card, within the payment period specified by the supplier, and provided the payment amount is within the limit specified by the CLIENT.

214. The BANK/OPERATOR is not responsible for non-processing of payments due to:

- lack of funds or exceeded limit into the specified accounts within the periods specified for payment;
- distraint upon the funds in the accounts of the CLIENT;
- incorrect or inaccurately submitted information and data by the CLIENT and/or the service provider.

215. The BANK is not a party in the contractual relation between the CLIENT and the merchant/utility service supplier and is not responsible for disputes between the merchant/utility service supplier and the CLIENT regarding the amount of liabilities and their dues.

216. The CLIENT is charged fees and commissions for using the service in accordance with the Price List of the BANK for private/business clients.

## **XII. ELECTRONIC NOTIFICATIONS**

217. The Electronic Notifications service enables notifying the CLIENT about the circumstances expressly indicated by him/her, with an electronic short message sent to a mobile telephone (SMS) and /or to an e-mail address.

218. The service requires registration and an active current account with the BANK with an issued bank card.

219. The service is processed through the engagement of a third party – OPERATOR.

220. Temporarily or permanent suspension of the service usage may be done at any time by a written notification on the part of the CLIENT.

221. The service enables the following types of messages to be received in relation to using the Utility Bill Payments and/or Standing Order service:

- concerning due amounts - the message is sent three days before the payment is processed and contains information including: supplier name; billing amount; available balance in the current account; the maximal payment amount set by the CLIENT (the limit), and the liability payment period;
- for unsuccessful payment – due to the ordered amount exceeding the limit as defined by the CLIENT
- for payment result

The message for successful payment is sent immediately after the payment has been processed and contains information including: supplier name, amount paid, payment date and the number of the debited account.

The message for unsuccessful payment is sent on the following day and contains information including: supplier name, payment amount, available balance in the account, and the limit, when such has been fixed by the CLIENT.

222. SMS notifications for authorizations of transaction effected with a bank card are sent through the OPERATOR's system 24-hours a day. The CARDHOLDER receives notifications for cash withdrawals/ payments for goods and services effected with the bank card at ATM terminals, POS terminals or in the Internet. The message contains information including: date and time of transaction, type of terminal (ATM/POS), name of the bank which services the ATM, or name of the merchant accepting the POS payment, transaction amount and original currency. The message is received by the mobile phone number registered in the OPERATOR's system within ten minutes from the authorization of transaction by the authorization centre. The message also contains information about the transaction outcome – successful or rejected, as well as the reason for rejection (insufficient funds, exceeded limits, etc.).

The CLIENT does not receive a message about a transaction when:

- the transaction has not been verified by the authorisation centre servicing the BANK;
- verification is done by an international card organisation.

223. SMS messages containing information:

- about the available balance in the indicated account are sent to the CLIENT up to twice daily – at about 11:30 and at about 16:30 provided that movements have been accounted for to the account in the periods preceding the indicated times
- about received transfers into the indicated account, including transaction amount and payer name, are sent for each transfer received up to twice daily – at about 11:30 and at about 16:30
- about due payments under loan from the BANK are sent on the day preceding the liability due date. If the due day is on a non-business day for the BANK, the SMS is sent on the last business day before the due date.
- about overdue loan instalments are sent on the day following the liability due date.

224. The BANK is not responsible if the CLIENT has failed to receive an SMS notification which has been sent by the BANK due to any of the following reasons: absence of contractual relations between the ACCOUNT HOLDER and the mobile network operator; technical problems, related to the ACCOUNT HOLDER's mobile network operator; 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.

225. The BANK/OPERATOR shall not bear responsibility if an SMS/e-mail notification has not been sent or received, due to a failure to transmit the SMS/e-mail on part of a mobile network operator/Internet supplier, or if a notification has not been sent/received due to circumstances outside the control of the BANK/OPERATOR (for example: electric power black-out, earthquake, calamities or other force majeure circumstances).

226. The BANK/OPERATOR shall not bear responsibility for not received SMS notifications, in case that the CLIENT's mobile network operator does not support the service, or the service has not been included in the packaged chosen by the CLIENT.

227. The BANK/OPERATOR shall not bear responsibility in case that the data provided by the CLIENT was incorrect, including: phone numbers, e-mail addresses, bank account numbers, bank card numbers, etc.



228. For each electronic notification, the CLIENT owes a fee to the OPERATOR in accordance with the prevailing Price List of the BANK; the fee covers for the technical and communicational costs for the service. The BANK does not charge additional payment processing fees for notifications sent by the OPERATOR's system.

229. Upon registration, the CLIENT deposits in his/her account with the BANK the amount of BGN 5 (five Bulgarian leva) to cover for fees payable to the OPERATOR for each electronic notification sent.

230. In case the amount paid in advance is used up, the OPERATOR automatically shall withhold another amount of BGN 5 (five Bulgarian leva) from the CLIENT's account through their bank card. If the balance in the CLIENT's account is not sufficient funds for the automatic deduction of a new deposit the Operator shall suspend the sending of notifications.

231. If the funds available in the account are not sufficient to pay the fees due for sent SMS notifications, or if the CLIENT has provided funds which only cover for part of the fees, the fees are paid partially, proportionally to the number of SMS notifications sent to the CLIENT. In both cases the BANK automatically discontinues the service as of the date of partial payment of fees. The unpaid part of the fees shall be withheld upon the first deposition of funds in the account and before processing other payment operations.

232. To activate an automatically deactivated registration, the CLIENT has to deposit a written request and pay the unpaid fees.

233. The CLIENT shall give their consent for the OPERATOR to collect ex officio the amount of due fees from the CLIENT's bank account through the bank card. When the available amount falls to 10% of the original deposit amount, the OPERATOR shall notify the CLIENT by sending an electronic message.

234. The BANK collects ex officio a fee for maintaining the service of an amount in accordance with the prevailing Price List of the BANK. The fee is collected from the current account indicated by the CLIENT on the 20th of the current month and covers for the total number of SMS notifications sent in the period from the 20th of the previous month and until the 20th of the current month. If the 20th of the month is a non-business day, the fee collection is effected on the next business day. If the current account indicated by the CLIENT is in euro, the fee amount is converted with the application of the BGN/EUR fixing of BNB as of the date of fee collection, when the account is in Euro. If the foreign currency is other than Euro, the corresponding currency exchange rate of the BANK as of the fee processing day is applied.

### **XIII. COMMUNICATION ORDER/OBLIGATION FOR NOTIFICATION**

235. The official language for the BANK is Bulgarian; respectively all the relevant communication, including: correspondence, negotiations, signing/termination of contracts, all documentation regarding the fulfilment/non-fulfilment of obligations under contractual relations of which the BANK is a party, is carried out in Bulgarian language. Upon request by the CLIENT and at discretion of the BANK, it is also possible to use the English language in the relations between the Parties.

236. The BANK sends the CLIENT all letters, notifications, messages, account statements, reports, and other documents to the indicated by the CLIENT: e-mail address, correspondence address, or mobile phone number, provided that the information can be thus sent.

237. The BANK provides the CLIENT with access to services and information electronically or by phone. This requires personal identification in the manner agreed between the Parties (passwords, TAN, PIN, etc.). The BANK shall be entitled to set minimum technical requirements to the CLIENT for the use of the service.

238. The CLIENT is obliged timely, expressly and in writing, to notify the BANK to its management address, the address of the servicing BANK office, or via the system ProB@nking, available in the Internet site of the BANK, of the occurrence of changes affecting their contractual relations (including, but not only: changes in the rights to operate with an account, name, legal status, correspondence/registration address, phone number, e-mail address and other circumstances and contact details).

239. Any change of circumstances with regard to the CLIENT takes effects for the BANK as of the date of receipt of a written notification of the respective change, including when the change of circumstances is registered/announced in an official register, incl. the Commercial Register.

240. Documents are considered by the BANK duly sent, provided that they have been sent to the most recent contact details (address, including e-mail address, phone number) provided by the CLIENT.

241. The BANK shall not bear responsibility for documents not received due to fault by third parties.

242. In case that the management address of the BANK, written in the contracts with the CLIENT, is changed, the CLIENT is considered to have been duly informed about the new address as of the date of registration of the new address in the Trade Register.

243. In cases in which it is required to declare the status of the CLIENT's citizenship (whether it is Bulgarian or foreign), such declaration is made as of the moment of occurrence of this requirement, and once per year, as of the date of the previous declaration, for the whole duration of the contractual relation.

244. The BANK has the right to inform the CLIENT of special offers and new products or services by sending electronic messages. Should the CLIENT wish to not receive such messages, they have to state so by phone at: 0700 170 70 or to e-mail: [contact@procreditbank.bg](mailto:contact@procreditbank.bg).

### **XIV. ACCESS, PROTECTION AND PROCESSING OF INFORMATION**

245. In order to use the products offered by the BANK, including when signing a separate Contract is not required for a specific service, personal identification (provision of personal data) is required from CLIENTS and their representatives.

246. An objection to provide personal data, especially when the requirement for client identification constitutes a legal obligation, makes it impossible for the respective contractual relation to occur/the service to be used.

247. The BANK processes the personal data of a CLIENT on grounds of their voluntary provision by the CLIENT. By exception, for the purposes of prevention, investigation and/or exposure of payments-related fraud, personal data may be handled by the BANK without consent by the CLIENT, whose data is being processed.

248. The BANK processes personal data of the CLIENT and their representatives in compliance with Regulation EU 2016/679 for personal data protection, the Personal Data Protection Act and the effective Bulgarian legislation.

249. By accepting the current General Terms and Conditions, the Client is considered to be informed:

- that their personal data shall be collected, processed and stored for the purposes of the existing bank relationship, as well as that their use/ processing/ storing shall be carried out in compliance with the deadlines defined in Regulation (EU) 2016/679 for personal data protection and the Bulgarian legislation;
- that their personal data may be provided for processing and/or stored to/ from third parties (archiving companies, collectors companies, etc.) on the grounds of legitimate interest of the Bank, based on concluded agreement by the Bank and a third party only for the purpose of the existing bank relationship, as well as that their provision, use and storing shall be carried out in compliance with the deadlines defined in Regulation (EU) 2016/679 for personal data protection and the Bulgarian legislation;



- upon receipt of a request for information from the Ministry of Interior, Investigation Bodies, etc. in the cases provided by the law, as well as from the shareholders and creditors of ProCredit Bank (Bulgaria) EAD, the Bank is obliged to provide the requested information and documents, and this is not a breach of the non-disclosure clauses;

- that the information collected by the BANK regarding the property and financial status, solvency, existing contractual relations between the CLIENT and any third parties, etc., is only collected and used by the BANK for the purposes of its contractual relation with the CLIENT, including the occurrence, fulfilment or termination of the relation. By exception, the BANK shall disclose information or part of it to third parties, provided the obligation for the BANK to disclose the information is imposed by law or by virtue of another document, in a manner specified in the Privacy Policy of the bank, published on the website of the Bank.

250. The CLIENT acknowledges that if required by law by the BANK or if necessary in order to provide a service, which requires the engagement of a third party, as well as in hypotheses applicable to using services provided by third parties in order to guarantee performance/ sanction non-performance under a legal relation with the CLIENT, the BANK has the right to transfer (disclose) the personal data of the CLIENT or their representatives to the third parties involved in a manner which does not lead to a breach of the defined clauses in Regulation EU 2016/679 for personal data protection and the Personal data protection act.

251. The CLIENT is informed that for international payments through S.W.I.F.T, and for payments in the national currency through RINGS (Real-time Interbank Gross Settlement System), the processing of personal data extends outside the national borders and is processed within the European Union (EU), and in full compliance with the EU 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 or their representative shall be granted to the US authorities on demand in compliance with the relevant US legislation for fighting terrorism and counteracting money-laundering.

252. The CLIENT, who is a CARDHOLDER, is informed that the BANK shall provide their information, including their personal data, outside the borders of the EU and the European Economic Community on demand by VISA Europe, VISA INC. or other Fraud Monitoring Agencies.

253. The CLIENT is responsible for the safe-keeping of their identification tools for services provided by the BANK, which require identification. The BANK shall not bear responsibility in cases of unauthorized access to such services by third parties, provided that valid identification has been submitted/entered.

254. The CLIENT is obliged to not disclose and to safe-keep their electronic identification tools (user name, user number, corresponding passwords, TAN, PIN, etc.) and to take all necessary measures against third parties knowing them. The CLIENT is obliged to keep such information, as well as their bank card against theft in safe places.

255. On receiving the envelope with the PIN code at the BANK, the CARDHOLDER shall memorize their PIN code and then destroy the hard copy containing the PIN code. The CARDHOLDER shall not keep the PIN together with the bank card and shall not write the PIN on the card or elsewhere in a manner allowing the PIN to be seen or taken in possession by third persons.

#### **XV. RESPONSIBILITIES**

In addition to all matters expressly mentioned previously in these General Terms and Conditions:

256. The BANK is responsible for correctly processing the payment operations ordered by the CLIENT. Upon identification of errors the BANK shall take all necessary measures to notify the CLIENT/block the payment instrument and/or return the amount, whichever is applicable. The BANK shall not be liable for non-executing/executing a payment operation, if the IBAN indicated by the CLIENT is incorrect, provided that the BANK processed/did not process the operation as per the IBAN in the order.

257. The BANK is not a party in the 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), for possible disputes in this regard, or, respectively, for transactions of the CLIENT breaching the law. The BANK is not obliged to control the object of transactions on 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 regulation.

258. At its own discretion, the BANK is entitled to use services by third parties in reference to the full or partial effectuation of certain operations, taking into consideration the CLIENT's interest. In such cases the responsibility of the BANK is limited to making a diligent choice of the third party. The BANK shall not be responsible, provided that the choice of the third party was made by the CLIENT.

259. The BANK shall not bear responsibility for unreasonable rejections on part of third parties to accept payments with a debit card issued by the BANK. Likewise, the BANK shall not bear responsibility, if a payment initiated by the CARDHOLDER cannot be processed due to technical, communication or other reasons outside the BANK's control.

260. The BANK shall not be liable for losses, resulting from disturbances in 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, etc. Likewise, the BANK shall not be liable in cases when the BANK ceases or limits its operations completely or partially on certain days or for a period of time as a result of unusual circumstances.

261. The BANK shall not be responsible 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 faultily by the BANK.

#### **BLOCKING OF BANK CARDS AND RESPONSIBILITY FOR DAMAGES**

262. In the event of damage, loss, theft, robbery, counterfeit or other illegal use of the card, and when a card arrested at an ATM terminal, the CARDHOLDER is obliged to immediately notify the BANK by phone at: 0700 170 70 or the OPERATOR (BORICA), which provides card payment services to the BANK, or submit a written notification at an office of the BANK within its open hours. The telephone conversations are recorded and kept at the Bank for a period of six months. When the notification is made by phone, the CLIENT is obliged to confirm it in writing within 24 hours but not later than two business days.

263. Immediately after the notification as per the previous section is received, the BANK notifies the OPERATOR and the card is blocked as soon as possible but not later than 2 hours after the notification. The time of reaction varies depending on the technical time necessary for effecting the blocking.

264. The BANK shall not be liable for taking measures for blocking a card in reaction to a notification for lost, theft, robbery, illegal deprivation and/or other illegal use of the card, and later it is revealed that the notification was incorrect. The BANK is not responsible for damages, losses, or lost benefits resulting from the blocking

265. The BANK is not responsible for damages, resulting from an illegal use of the card, provided it processed an operation order in good faith before receiving a notification of damage, lost, theft, counterfeit and/or other unlawful use of the card.



266. The BANK bears the responsibility for damages, resulting from transactions and other use of the card occurring after receiving a notification of illegal deprivation of the card from the CARDHOLDER, except in cases of malicious intent or gross negligence on part of an authorized holder of the card.

267. The BANK has the right to block the use of a payment instrument, the holder of which is a CLIENT, who offends the law with their actions, or breaches the General Terms and Conditions for the specific service, or jeopardizes the security of the system, which supports the service.

268. The BANK has the right to block the use of a payment instrument (a bank card) due to objective reasons related to protecting the security of the payment instrument or of the information contained in the payment instrument, including the funds it gives access to, in cases of suspicions of unauthorized use for fraud purposes.

269. The BANK shall to notify the CLIENT immediately after blocking the payment instrument, and, when possible, before the blocking, indicating the causes necessitating the blocking. No notification is made in cases when disclosing such information is not allowed for security reasons or by regulation requirements.

270. The BANK shall activate the payment instrument after the causes for blocking have desisted. At its discretion the BANK may reissue a blocked payment instrument within seven business days at the the BANK's expense.

271. When reissuing a card due to it being compromised, the CLIENT shall be subject to mandatory registration for the services: SMS - notification of transactions with cards and 3D Secure

272. In the event that a CLIENT's card, including different cards of the same CLIENT be compromised on the same site twice, the BANK shall not reissue the compromised card and shall discontinue the issuance of other cards in favor of the Client

**ACTIONS AND RESPONSIBILITIES FOR PROCESSING A PAYMENT OPERATION, WHICH HAS NOT BEEN ORDERED, OR INCORRECT PROCESSING OF AN ORDERED PAYMENT OPERATION**

273. A CLIENT, who is a user/CARDHOLDER of a Visa Electron debit card, has the right to submit a written claim to the BANK about processing an unauthorized payment operation or processing a payment operation incorrectly, or charging fees and commissions incorrectly; the claim shall be submitted immediately upon knowing of the respective operation and/or receiving the account statement for the respective period, but not later than 3 days after receiving it. The term applicable for CLIENTs who are not users, or who are CARDHOLDERS of Visa Business Electron cards, is not later than 15 calendar days after receiving the respective account statement.

274. Non-submission of a claim on the part of the CLIENT within the above-mentioned terms is considered to be a silent acknowledgement of the payment operations effected and payment services received.

275. 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 but more than thirteen months have elapsed since the date of debiting the account.

276. In case the CARDHOLDER would like to dispute the processing of payment operations effected without their authorization, they shall file an official complaint to the competent authorities (Police/Prosecution) about the unauthorized use of their 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 be obliged to present a copy of the complaint with an assigned reference number within three business days.

277. The BANK shall cooperate for resolving cases of disputed operations in accordance with the procedures and terms as per the established banking practice in the country, and the rules of the international card organizations – Visa, MasterCard - when applicable, notifying the CLIENT of the outcome of the investigation.

278. At the request of the CARDHOLDER, the BANK can start arbitrage procedures before Visa/MasterCard for transactions disputed by the CARDHOLDER, where, all related fees and costs shall be borne by the CARDHOLDER.

279. 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.

280. The BANK is obliged to prepare a statement and notify the CLIENT in writing about its decision within seven days from receiving a claim, or to give another term for response, when the case requires collecting information from other banks, card operators or third parties/institutions.

281. The BANK shall effect corrections to an unauthorized or an incorrectly processed payment operation, given it has been informed without unreasonable delay within the terms indicated by the BANK, and provided the CARDHOLDER's claim has been found reasonable. Provided that the claim has been found groundless, the CLIENT shall be charged a fee in accordance with the prevailing Price List of the BANK.

282. In case of a groundless claim on the part of the CLIENT about transactions, of which it is estimated that they have been actually effected by the CLIENT, or in case of disputing the amounts of such transactions, the BANK has the right to terminate its contractual relations with the CLIENT in regard to any banking product used by the latter, including demanding early repayment of some or all of its receivables.

283. The BANK is responsible for unfavourable consequences, resulting from incorrect processing on the part of the BANK to payment orders submitted by the CLIENT in the following cases:

- The amount has been credited to an account, different from the one indicated by the CLIENT in the payment order - in this case the BANK refunds 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/had found the error, by initiating a correction transfer to the payment service provider of the payee.
- The text, filled-in by the CLIENT, has been incorrectly reproduced. In this case the BANK takes measures to inform the payee and send the correct information, bearing all related costs.

284. In case of unauthorized payment operation effected with the use a payment instrument, the BANK refunds the amount of the operation to the CLIENT, and, if necessary, reverses the account balance to its state as of the moment before the unauthorized payment operation. This occurs immediately after completion of the procedures as per Art.56 of the Payment Services and Payment Systems Act (SPSPA) for ascertaining the genuineness and the correct processing of the operation, but not later than twenty-one days from receiving the notification from the CLIENT.

285. The BANK has the right to block an amount up to the amount of a disputed operation in all of the CLIENT's accounts with the BANK and to collect the amount ex officio, without court interference, provided that the procedures as per Art.56 of SPSPA conclude that the operation was genuine and correctly processed. By entering in contractual relations with the BANK and accepting these General Terms and Conditions, the CLIENT gives their express consent to such blocking of amounts and their possible collection.



286. The CLIENT shall bear the damages, resulting from all unauthorized payment operations, effected with a lost, stolen, or otherwise unlawfully obtained payment instrument, regardless of their amount, if these losses result from failure on behalf of the CLIENT 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 email or SMS messages, or telephone conversations initiated by third parties.

287. The CLIENT shall bear the damages, resulting from all unauthorized payment operations, effected with a lost, stolen, or otherwise unlawfully obtained payment instrument, in the amount within BGN 300 (three hundred), if these losses result from fraud, respectively from non-performance of an obligation on behalf of the CLIENT such as action/inaction of the CLIENT associated with the use of the payment instrument.

1. no SMS registration for notification of the performed transactions with the card, including rejection of registration;
2. no registration for the 3D Secure service verified by Visa;
3. failure to notify the BANK within one hour of the receiving of the SMS messages about unauthorized transaction made with the card. In the event that the notification is done at night, the reasonable deadline for the CLIENT's notification is considered to be by 9.00 a.m.;
4. not notifying the BANK within the indicated terms in case of loss, theft, appropriation, or illegal use of the payment instrument.

#### **XVI. TERMINATION OF THE CONTRACTUAL RELATION**

Except in the cases expressly indicated by law or previously in this document:

288. The CLIENT has the right to terminate their contractual relation with the BANK unilaterally at all times with a one-month notification, unless otherwise agreed.

289. The BANK has the right to terminate its contractual relations with the CLIENT, including/in particular closing any account/, which is opened and kept with or end a contract related to issuance of a debit card in the following cases:

1. After the notification period of the notification submitted by the CLIENT has elapsed;
2. Unilaterally, after expiration of the term for which the account was open;
3. Unilaterally, on a two-month written notification on hard copy or published on the website of the BANK, indefinite contractual arrangements for the BANK, respectively for both parties of the arrangement.
4. Unilaterally, without written notification from 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 Price List of the BANK and outlined in Section 32 of the General Terms and Conditions), excluding accounts servicing loan arrangements or current accounts in related to deposit/savings accounts. In case that the dormant account services loan arrangements and the CLIENT holds another current account with the BANK, the BANK shall close the dormant account and shall transfer the servicing of the loan on the active current account. In cases of more than one current account, the BANK shall notify the CLIENT about its choice for a loan servicing account. Exchange differences in loan repayment after changing of the loan service account shall be borne by the CLIENT.
  - current accounts exempt from the commitment to pay a fee, which have zero balance and have had no movement for a period of at least six months;
  - a current account which has had no movement over a period of twelve months;
  - a current account of a client private individual, which is in unauthorized overdraft from fees and commission for two consecutive months;
  - a deposit or savings account, in which the whole amount is withdrawn from or the balance of the account is below the minimum amount, defined by the BANK for the respective type of account;
  - a current, deposit or savings account with an enforceable distraint in which there are no available funds or after execution of the distraint order, there is zero balance, shall be closed after processing of the distraint order. The bank shall stop accruing interest to deposit and savings accounts under distraint, opened after the effective date of the current General terms and conditions. The bank shall stop accruing interest to deposit and saving accounts under distraint, opened before the effective date of the current General terms and conditions, after the maturity date of the accounts (effective as of 01.03.2018);
  - the account is connected in any way with activities with virtual currencies and/or cryptocurrencies.
5. Unilaterally, with written notification, with a period of notice at the discretion of the BANK:
  - without notification on the part of the BANK in the event of non-performance of obligations on the part of the CLIENT, including behaviour of the latter going beyond the boundaries of good manners;
  - performance of transactions which raise doubt about the legitimacy and purpose of individual and/or group of transactions, respectively, there is evidence on which conclusions can be made on the unlawfulness of a single or a series of transactions, if he/she is a USER and at the discretion to the BANK, if the CLIENT is not a USER. The BANK shall is not obliged to justify its decision for the termination;
6. Unilaterally, without written notification from the BANK in the event of non-performance on the part of the CLIENT of the contractual obligations related to issuance of a debit card:

does not collect their card within a six months from the date of issue of the card;

- does not maintain sufficient funds in the current account linked to the card
- does not observe the limits for operations with the card
- allows third parties to use their card and PIN
- in the event of death or juridical disability of the CARDHOLDER - as of the date of depositing a written notification at the BANK by the heirs/trustees/guardians.

7. In the event of death of the CLIENT, as of the date of submission of a written notification by the heirs.

290. The notification for termination, in case such is provided, is presented to the CLIENT on a long-lasting media in the sense of Para.1, Section.8 of the Additional Provisions of SPSPA or on hard copy. The BANK does not justify its decision for termination.

291. When the termination is initiated by the BANK and there are funds available in the account, in order to release its responsibility, the BANK shall notify the CLIENT in writing or by other long-lasting media in the sense of Para.1, Section.8 of the Additional Provisions of SPSPA and shall transfer the balance to an account with a bank as indicated by the CLIENT, after having withheld all due fees and/or commissions. If the client has not indicated another bank, the BANK shall transfer the funds into a temporary account, which does not earn interest. After the expiration of two calendar years from the account closing, the Bank deducts a fee for keeping the funds from the closed account according to the Price list of the Bank.



292. In case of unilateral termination on the part of the BANK and available funds in the account, the BANK shall transfer the balance amount into an internal account of the BANK. The funds shall be paid out to the ACCOUNT HOLDERS of the closed accounts to an appointed bank account.

293. Upon coming into effect of any of the conditions for termination set out in their the Agreement signed with the BANK, the latter shall block the card and shall register all transactions performed with the card in the account.

294. For one-time payment operations, each of the Parties has the right to terminate the legal arrangement without notification, unless otherwise has been agreed, or, respectively, unless a notification is required by the specifics of the arrangement.

295. The contractual relations between the BANK and the CLIENT with respect to providing the Internet Banking service can be terminated:

1. unilaterally by the CLIENT or the BANK with a one-month notification;
2. unilaterally by the BANK without a notification in the following cases:
  - violating the provisions of the prevalent regulations;
  - non-performance to any of the obligations of the CLIENT arising from these General Terms and Conditions
  - upon closing all accounts of the CLIENT;
  - in the event of death of the CLIENT – private individual;
  - upon initiation of insolvency/liquidation proceedings concerning any of the Parties;

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

297. Any information contained in written declarations, submitted by the CLIENT at the BANK, is considered binding; in this regard, should it prove that the declaration has been counterfeited or of incorrect content and this results in actual or possible damages to the BANK, the BANK shall be entitled to immediately terminate the respective legal relations, as well as to block funds in the accounts of the CLIENT with the BANK up to the amount of caused/expected damages, and to withhold the funds, to which the CLIENT gives their consent to the BANK doing so by accepting these General Terms and Conditions.

298. The client declares that they are aware of the Privacy Policy of ProCredit Bank (Bulgaria) EAD, whose content has been explained in detail, as well as the possibilities, the order and way if exercising their rights for personal data protection.

#### **XVII. FINAL PROVISIONS**

299. The Price list of the Bank, the Interest rate and Currency exchange bulletin and the specific terms and conditions, applied by the BANK to the individual products and types of payment operations are an integral part of these General Terms and Conditions, including the most recent revisions of the following documents:

Common Rules and Practices for Documentary Letters of Credit;

Uniform Rules for Collections; Common Rules for the Guarantees Payable upon First Demand, issued by the International Chamber of Commerce.

300. For all matters not expressly settled in these Terms and Conditions, the Price list of the Bank, the Interest rate and Currency exchange bulletin and the applicable specific terms and conditions, the prevalent Bulgarian law is applied.

301. All issues of dispute between the Parties shall be resolved through negotiation. In case no mutual agreement cannot be reached through negotiation, the dispute may be taken 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 BANK has the right to make amendments and additions to the General Terms and Conditions, the Price list of the Bank, the Interest rate and Currency exchange bulletin at all times; such amendments and additions apply to legal relations, which have occurred and have not been terminated, in accordance with the provisions of Part I.

Appendix 1 – Fees for payment account for basic operations in line with Art. 118 of the Payment Services and Systems Act, constitutes an integral part of the current General Terms and Conditions.

These Terms and Conditions were accepted with Resolution, contained in the Protocol of the MB Ref. 495/17.07.2012.

Changes in this document have been made as per resolution, in accordance with Protocol of the MB Ref. 550/16.01.2014, effective as of 20.01.2014.; Protocol of the MB Ref. 557/25.04.2014; Protocol of the MB Ref. 560/06.06.2014, effective as of 16.06.2014; Protocol of the MB Ref. 566/06.08.2014, effective as of 22.08.2014; Protocol of the MB Ref. 567/28.08.2014, effective as of 09.09.2014; Protocol of the MB Ref. 572/11.11.2014; Protocol of the MB Ref. 585/25.05.2015; Protocol of the MB Ref. 589/24.07.2015, Protocol of the MB Ref. 616/31.03.2016, effective as of 04.04.2016; Protocol of the MB Ref. 621/12.05.2016, effective as of 13.05.2016; Protocol of the MB Ref. 626/06.07.2016, effective as of 22.07.2016; Protocol of the MB Ref. 639/23.01.2017, effective as of 30.01.2017; Protocol of the MB Ref. 643/24.03.2017, effective as of 28.03.2017; Protocol of the MB Ref. 659/01.11.2017, effective as of 01.11.2017; Protocol of the MB Ref. 666/12.02.2018, effective as of 01.03.2018; Protocol 674/25.06.2018, effective as of 01.07.2018.

This translation from Bulgarian into English of the General Terms and Conditions for Payment Services is provided for information services only. The Bulgarian original text remains the only legally enforceable version.