

# GENERAL TERMS AND CONDITIONS FOR BANK CARDS FOR INDIVIDUALS AND FOR PROVIDING PAYMENT SERVICES THROUGH BANK CARDS AS ELECTRONIC PAYMENT INSTRUMENTS

## Section I. DEFINITIONS

Pursuant to these General Terms and Conditions (GTC), the terms and abbreviations listed below shall have the following meaning:

**Bank card (Card)** – A bank card (debit/credit) for individuals, hereinafter referred to as Card, is an electronic payment instrument through which UniCredit Bulbank AD (the BANK) entitles its customer or a person specified by the customer within a fixed term to make payments up to the available amount of the customer's own funds on a current account of the customer as well as up to an agreed credit limit (for credit cards only) provided to the customer by the Bank.

**Main debit/credit card** - A card issued to the authorized holder who holds the current (card) account.

**Additional debit/credit card** - a card issued at the request of the authorized main card holder (holder) subordinated to the main debit/ credit card and related to the holder's account on which the transactions/liabilities on the card are reported/repaid.

**Authorized main card holder** – is a local or foreign legally capable individual - holder of the account servicing the card who undertakes to pay fees, commissions and any debt arising as a result of the use of the card/s with whom the Bank concludes a Debit/Credit Card Agreement.

**Authorized additional card holder** is a local or foreign legally capable individual designated by the authorized main card holder to which/whom the Bank issues additional debit/credit cards as per the current General Terms and Conditions.

**The account** is a current account kept in the name of the authorized main debit card holder. Transactions made by the card – payments and proceeds from the International Card Organizations as well as fees, commissions and interests, payable by the authorized holder, shall be registered on the account. The Bank shall open the account by order of the holder. The relations between the parties in connection with the account shall be governed by the GTC of the Bank for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments.

**Card account (CA)** is a repayment account kept in the name of the authorized holder of the main credit card for repayment of all or part of the liabilities on the card. On the card account the authorized holder can also deposit own funds exceeding the credit limit, to which the authorized main card holder shall have access through the card. Transactions made by the card – payments and proceeds from the International Card Organizations as well as fees, commissions and interests, payable by the authorized holder, shall be registered on the card account. The Bank shall open the card account by order of the holder, which shall be considered given by signing an application for issuance of a credit card. The relations between the parties in connection with the card account shall be governed by the GTC of the Bank for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments.

**Unauthorized overdraft** – in the cases when the available balance is exceeded, the excess amount shall be considered utilized, unauthorized overdraft on which an interest shall be accrued

**Interest rate on unauthorized overdraft** – the interest rate accrued on the amount of the used unauthorized overdraft on debit cards.

**Cash M transfer** is a service which allows the authorized holder to transfer funds in BGN from his/her account to another person through an ATM which supports the service. The recipient can withdraw the amount from an ATM within 7 (seven) days from the transfer by selecting the ATM service "Cash M transfer".

**Cash deposit (deposit operation)** – a service which allows depositing cash on a card at the Bank's ATMs offering this service. The deposit is only in BGN and the maximum amount per transaction is 90 banknotes of BGN 100, and the minimum is 1 banknote of BGN 5. The deposit is registered on the

account of the card which was used to perform the operation, according to the terms under section V, 2.1.3.; when the card is in a currency other than BGN the account shall be credited in the currency of the card by applying the “cash on hand sell exchange rate” applicable as at the time of accounting the transaction.

**Cash back** – payment at a POS terminal at a merchant outlet with receiving cash back – by V PAY, Visa Electron, Visa, Maestro, Debit MasterCard at merchant outlets on the territory of the Republic of Bulgaria;

**Imprinter** - a mechanical device for making payments for goods or services at a merchant outlet by imprinting the bank card on special receipts.

**ICO** - International Card Organizations Visa and MasterCard

**Contact payment** – the card is swiped through a magnetic stripe reader or is inserted in a chip reader of a POS terminal or an ATM.

**Contactless payment** – the card is brought near a POS device with the PayPass or PayWave logo.

**On-line payment mode** – payment by a bank card at a terminal device (POS/ ATM/ Internet - virtual POS), in the course of which information is sent for authorization to the authorization system of the Bank which has issued the card.

**Off-line payment mode** – payment by a bank card at a terminal device (POS/ ATM/ Internet - virtual POS), in the course of which information is not sent for authorization to the authorization system of the Bank which has issued the card.

**Call Center** – a 24-hour information center for customers of the Bank

**SMS notification service** – sending information to the authorized holders about the payments made by the cards subscribed for this service and the funds available on them. Provider of the service is DATAMAX AD.

**Mobile operator** - a company providing telecommunication services mainly through a wireless technology operating on the territory of the Republic of Bulgaria;

**Bank** – UniCredit Bulbank AD – a provider of payment services and an issuer of bank cards;

**BORICA AD** - The Banking Organization for Payments Initiated by Cards and System Card Operator for Bank Card Payments in the Republic of Bulgaria;

**Subscription deposit** - an amount deposited in advance, specified by the authorized main card holder used for paying the SMS notifications received by him/ her.

**Subscription fee for using the SMS notification service** – a fixed annual fee collected automatically by the Bank at the beginning of each one-year period.

**Secure online payments** – a service of the Bank for subscription of an authorized holder of a main or additional card for programs Verified by Visa (VbV) and MasterCard SecureCode (for MasterCard and Maestro) of International Card Organizations for identification of an authorized holder of a bank card at the time of executing transactions at online merchants participating in the programs.

**Secret password** – for the Secure online payments service it represents a set of symbols chosen personally by the authorized holder of a bank card which serves to identify the authorized holder and to confirm transactions with online retailers included in the programs "Verified by Visa" and "MasterCard SecureCode".

**Security question** – chosen by the authorized holder upon registration for the Secure online payments service. The reply to that question unblocks the secret password.

**Personal message** – chosen by the authorized holder upon registration for the Secure online payments service and visualized every time upon payment with online merchants included in the Verified by Visa and MasterCard SecureCode programs.

**Authorized holder's account** – created by the authorized holder upon online registration for the Secure online payments service on the website of the Bank.

**Foreign exchange rates** – the rates of conversion of the currency of a transaction into the currency of the card

**Settlement** – processing and booking of transactions on a card of the authorized holder.

**Authorization** – an operation of approval/rejection of a card transaction.

**UniCredit Bulbank AD's PLUS program**, hereinafter referred to as "the Program", is a system technically supported by the Bank in which the Bank registers for participation all active debit, credit, main and additional bank cards issued by UniCredit Bulbank AD to individuals, as well as the Merchants in whose merchant outlets there have been installed real POS terminals of UniCredit Bulbank AD and which have concluded a partnership agreement with the Bank.

**Partner network** - a group of merchants participating in the program and having concluded a partnership agreement with the Bank;

**Cardholder points** – a fixed amount or a percentage of the purchase price or a fixed amount and a percentage of the purchase price, provided to the authorized holder upon a purchase made by a bank card at a real POS terminal in the partner network and financed by a merchant participating in the program. The points have a strictly defined purpose, limited use and a measurable BGN equivalent, in a ratio of BGN 0.01 = 1 point.

**Utilization of points by the cardholder** – an overall purchase made by an authorized holder by using the **cardholder points** available on his or her customer number in the points storage fund at a real POS terminal in the partner network. The authorized holder shall have the right to use the **cardholder points**, available on his or her customer number in the points storage fund, in the partner network not later than the last day of the fifth year following the calendar year in which they have been provided by a merchant in the partner network.

**Points storage fund** – a fund administrated by the Bank and formed by the rights for participation in the program of current cardholders of active bank cards issued by UniCredit Bulbank AD to individuals. The fund includes the points of the cardholders participating in the program, which have not expired as per item 2.5 of Section VIII of these General Terms and Conditions. The points in the storage fund shall be booked individually by cardholder customer number.

**Program prize pool** – a pool administrated by the Bank and formed by the rights for participation in the program of current and former holders of bank cards issued by UniCredit Bulbank AD to individuals. The pool includes:

- The expired cardholder points as per item 2.5 of Section VIII of these General Terms and Conditions;
- The points of individuals who were holders of bank cards issued by UniCredit Bulbank AD but are no longer customers of the Bank;
- The points of cardholders who have withdrawn from participation in the program; and
- Points of deceased cardholders.

There shall be no individual reporting of the points in the prize pool. In the first quarter of each calendar year, the points accumulated in this pool shall be distributed on a lottery basis among the holders of bank cards issued by UniCredit Bulbank AD to individuals, participating in the program, and the first lottery shall take place in the first quarter of 2018.

## **SECTION II.SUBJECT**

These General Terms and Conditions for bank cards for individuals and for providing payment services by bank cards as electronic payment instruments, hereinafter referred to as the General Terms and Conditions, shall govern the relations between UniCredit Bulbank AD, entered in the Commercial Register with the Registry Agency with UIC 831919536, with registered seat and management address: city of Sofia, Vazrazhdane District, 7 Sveta Nedelya Sq., website: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), performing banking activity under the supervision of the Bulgarian National Bank under license No.ПД22-2249/16.11.2009 (hereinafter referred to as "the Bank") and the customers - individuals in relation to the opening, servicing and closing of cards, as well as with regard to the payment services and instruments which the Bank provides to its customers via bank cards as electronic payment instruments.

The General Terms and Conditions are mandatory for the customers and constitute an integral part of the Agreement under the Debit Card General Terms and Conditions / the Agreement for a credit card for individuals concluded between the Bank and its customers.

The present General Terms and Conditions shall have the legal effect and consequences of a framework agreement under the Law on Payment Services and Payment Systems, shall arrange the requirements and payment relations subject of each Agreement under the Debit Card General Terms and Conditions/ Agreement for a credit card for individuals.

### **SECTION III. GENERAL PROVISIONS**

#### **Providing payment services through bank cards as electronic payment instruments -**

##### **1. Payment services offered by the Bank.**

At the request of a holder of an account opened with the Bank the latter shall issue a card. For this purpose the parties shall sign an agreement.

1.1. The authorized holder can perform the following financial operations by card in the country and abroad at devices with the Visa /MasterCard/Visa Electron/ V PAY/Maestro logo:

1.1.1. Payment for goods/services at a POS terminal, online or through providing card details by fax, telephone or some other means of telecommunication;

1.1.2. Payment for goods and services at merchant outlets or cash withdrawal at a cash desk of the bank through a mechanical device – an imprinter (not available for Maestro, Visa Electron and V PAY cards);

1.1.3. Cash back;

1.1.4. Cash withdrawal at a POS terminal at a bank office;

1.1.5. Withdrawal of cash from an ATM – most often in the local currency of the country where the operation is performed. The maximum cash amount, which could be withdrawn from an ATM, shall be determined by the banks which manage the devices and the card limits;

1.1.6. Paying bills through ATMs in the system of BORICA AD;

1.1.7. Cash deposits in the Republic of Bulgaria at an ATM maintaining the service and owned by the Bank.

1.1.8. Cash M transfer in the Republic of Bulgaria at an ATM offering this service;

1.1.9. On account transfer between accounts through an ATM in the system of BORICA AD. Transfers between the account and another current account can be made by the card, as the current account shall be indicated by the authorized holder in advance in the application for issuance of a Maestro debit card for individuals.

1.2. The authorized holder can perform by card the following operations for reference as well as non-payment operations on devices with the logo of Visa/ MasterCard/ Visa Electron/V PAY/Maestro:

1.2.1. Change of PIN - at ATMs on the territory of the country with the logo of BORICA AD;

1.2.2. Statement of the balance on the account – via ATMs on the territory of the country. For Visa cards – at devices all over the world;

1.2.3. Information about the last 5 transactions - only at ATMs in the Republic of Bulgaria;

1.2.4. Statement of the balance via the Call Center and in case of emergency or need for other information related to the card using, with a code word specified in the application in advance.

1.2.5. Statement of balance and transactions in an online mode by sending SMS when there is a subscription for the SMS notification service.

##### **2. Procedure for accepting payment orders and time periods for execution:**

2.1. The authorized holder's order for bank card payment transactions is received indirectly at the Bank electronically through telecommunication from the provider of goods, services or cash. The Bank shall execute the order of the authorized holder immediately after its receipt unless the authorized holder has failed to fulfill his/her obligations under these General Terms and Conditions.

2.2. Payment orders shall be carried out in the chronological order of their receipt by the provider pursuant to the provisions of Chapter Five of the Law on Payment Services and Payment Systems. The payment order can be executed only up to the amount of the available balance on the payment account, up to the amount of the funds provided by the authorized holder for execution of a payment transaction, up to the amount of the agreed credit limit, if any, and within the transaction limits set by the provider for execution of payment transactions by a bank card as a payment instrument, as per the Bank's Tariff for individuals. The Bank shall not make any partial transfers under separate payment orders.

2.3. The consent of the authorized holder for execution of a payment transaction (payment order), or a number of payment transactions by bank card as a payment instrument can be given in writing, electronically or via a telecommunication medium. The consent of the payer for execution of a payment transaction by bank card shall be given before the execution of the payment transaction and it cannot be withdrawn.

2.4. The authorized holder can give his/her consent for execution of bank card payment transactions in the following ways as per the following procedures:

2.4.1. by providing/using a card by the authorized holder of payment services with or without PIN code entering in order to carry out the respective payment service.

2.4.2. By entering and/or registering card details online by the authorized holder - bank card number, expiry date of the bank card, CVV2/CVC2 code (the three digits printed on the reverse side of a payment instrument following the last 4 digits of the number of the payment instrument), password for Secure Online Payments;

2.4.3. By providing card details to a provider of goods and/or services and authorization of the latter to use them for payment from the authorized holder by fax, telephone or another means of telecommunication - number and expiry date of the bank card, CVC2/CVV2 code.

### **3. Fees, commissions, interest rates and exchange rates in relation to the provided bank card payment services**

3.1. The changes in interest rates and exchange rates can be applied immediately and without giving two-month notice provided that the changes are based on the reference interest rate or the reference exchange rate. When the changes in the interest rates or exchange rates are more favorable to the authorized holder, they shall be applied without any preliminary notice by the provider.

3.2. Upon termination of the agreement the authorized holder shall pay the fees for bank card payment services accrued at regular intervals under the agreement, in proportion to the expired period of effect of the agreement. If such fees are paid in advance, they shall be reimbursed in proportion to the period of termination.

3.3. The fees and commissions as well as the limits and the conditions for debit/credit card issuing and payment servicing and for framework agreement termination are set in the Tariff of the Bank for individuals, applicable in the particular period of accrual.

### **4. Method of Communication between the parties**

4.1. Any communication between the parties under this framework agreement shall be in Bulgarian or English.

4.2. The parties shall communicate with each other in writing, including also by using means of telecommunication - fax or via electronic channels.

4.3. Any messages relating to the fulfillment of these General Terms and Conditions shall be in writing or on another durable medium, delivered to a physical address, sent via fax or email or another electronic channel, published on the website of the Bank or provided upon request at a bank branch.

4.4. Statements about movements on a card account and/or credit card shall be sent via e-mail specified by the customer or via another electronic channel.

## **Section IV. ISSUING AND USE OF THE BANK CARD**

### **1. Bank card issuing and renewal**

1.1. The Bank shall issue a main or an additional card to the authorized holder/s and open an account to the main card based on a written application and submitted documents. The Bank shall issue a card in accordance with the effective legislation of the Republic of Bulgaria, the GTC, the Tariff of the Bank for individuals and the particular agreement. The Bank shall issue and give the card personally to the authorized holder on the grounds of an account opened in his/her name in BGN or foreign currency (US dollars/Euros). The card of the authorized holder of the additional card shall be handed over to personally to the authorized holder of the main card or to the authorized holder of the additional card.

1.2. The authorized holder of the main/additional card shall receive a unique Personal Identification Number (PIN) together with the card, which shall be unique, known only to him/her, and shall give him/her personally the opportunity to use the card whereby ensuring enough security with no access rights of third parties.

1.3. Cards are issued with a 4-year term of validity. The term of validity of the Card is indicated on its front side. Its validity shall expire at 24:00 h on the last day of the indicated month.

1.4. The Bank issues the Card within maximum 5 days as of the date of opening the Account at an office of the Bank for a debit card or setting the amount of a credit limit for a credit card. If the Authorized Holder wishes so, the Card can be issued by express service - within 48 hours (after opening the card account for a debit card or setting the amount of a credit limit for a credit card).

1.5. Upon receipt of the card and the envelope containing the PIN, the Authorized Holder of the main and/or the additional card shall put his/her signature on the Statement for receiving of a bank card as well as in the signature panel on the reverse side of the debit/credit card unless it is a V PAY card.

1.6. After receiving the Card and the PIN against signature, the Authorized Holder shall have full responsibility for protecting the Card and for keeping confidential the information received with regard to its use.

1.7. The Authorized Holder shall change its initial PIN Code at an ATM with the logo of BORIKA AD by which s/he activates her/his card and after that s/he shall destroy the envelope which contains the initial PIN Code received by the Bank. The authorized holder shall not disclose the PIN to anyone, shall not record it on the Card or on any items kept together with the Card and take every possible measure to prevent any third parties from knowing it, including upon entering it on the keyboard of an ATM or POS terminal. Upon every following reissuance of the card with a new PIN code, the Authorized Holder shall change the initial PIN code at an ATM with the logo of BORIKA AD by which s/he activates her/his card.

1.8. The Bank shall unilaterally and automatically, at its own discretion, reissue the Card with the same number, for a new term of validity and with a new PIN upon expiry of its validity, as it can be received by the authorized holder after the 10th day of the month in which the old card expires. In case of rejection of re-issuance, the Authorized Holder shall have to inform the Bank in writing in a free text at least two months prior to the expiry of the card. The Bank shall not undertake to reissue unilaterally and automatically a debit card in case no financial transaction was booked on this card for the last 12 (twelve) months.

1.9. A card that has been issued/reissued but not collected within a period of 3 (three) months shall be destroyed by the Bank.

1.10. Upon the receipt of a card reissued due to expiry of its term of validity, the Authorized Holder shall return to the Bank the old card, which shall be destroyed in his/her presence and shall fill in and sign a Statement for receiving a bank card.

1.11. In case the Authorized Holder forgets his/her PIN, the Bank shall issue a new card with a new PIN based on a completed Application for re-issuance and a returned bank card, for which the authorized main card holder shall pay a fee.

1.12. The card is property of the Bank and it shall be returned within a 30-day period after the expiry of its validity or on the date of early termination of the Agreement for a debit card / Agreement for a credit card for individuals.

1.13. Before expiry of the validity of the Card the Bank shall re-issue it for its own account after receiving an Application by the Authorized Main Card Holder in the cases of:

1.13.1. The card is unusable right at attempting the very first transaction with it;

1.13.2. The magnetic stripe of the card and/or its chip is damaged or unmagnetized;

1.13.3. Due to a technical error through the Bank's fault upon the issuance of the card.

1.13.4. suspected unauthorized use;

1.14. Before expiry of the validity of the Card the Bank shall re-issue it for the account of the Authorized Main Card Holder after receiving an Application in the cases of:

1.14.1. Lost/ stolen card;

1.14.2. Error in the specified data upon issuing the card through the fault of the authorized holder, for which the authorized holder of the main card shall pay a fee pursuant to the Bank's Tariff for individuals;

1.14.3. Change of the name of the Authorized Holder;

1.15. Cards are not issued and handed over on the grounds of a power of attorney with the exception of the cases at the discretion of the Bank.

1.16. The Bank shall issue additional bank cards at the request of the Authorized Holder of the main card based on an account/ authorized credit limit (for debit and credit cards, respectively) in his/her name as per the following terms and conditions:

1.16.1. The issuance and use of the additional cards shall be entirely at the risk and responsibility of the authorized holder of the main card; The Authorized Holder of the main card shall be held liable for any harms and damages to the Card or the Bank.

1.16.2. All fees, commissions and other charges in relation to the use of the additional card shall be paid by the authorized holder of the main card;

1.16.3. No transactions for "Transfer between accounts from an ATM" can be performed by the additional Maestro card.

1.17. Upon submission of a request for closing a main card, all additional cards shall also be closed by rule.

1.18. In case the card of the Authorized Holder was not received or activated for more than 3 months from the date of issuance/ re-issuance, as well as in the cases provided for in sentences second and third of item 1.8. hereunder, in case the debit card was not unilaterally and automatically reissued by the Bank, the current account to which the debit card was issued shall automatically be transformed by the Bank together with the funds accumulated on it into a current account without a debit card in the same currency and all fees, commissions and other kind of remuneration received by the Bank for maintaining that account and for performance of bank transactions via that account shall be payable by the authorized holder as per the Bank's Tariff for individuals and the Interest Rate Bulletin.

1.19. In case of death of the authorized main card holder, his/her heirs shall notify the Bank and return the card and any additional cards thereto. Blocking and closing of the main and the additional cards by the Bank.

1.20. The Bank is not liable for any payments by card until the date on which a written notification is received accompanied by an official document certifying the death of the holder.

## **2. Using a bank card**

2.1. The V PAY card can be used for payment of goods and services and for cash withdrawals at ATMs and physical POS terminals allowing chip transactions primarily in the country and in Europe. The Card allows to make payments worldwide at online merchants accepting this type of card.

2.2. The V PAY-Lukoil co-branded card gives preferential conditions of a 2% discount for fuel card payment, motor and industrial oils and all consumer goods offered at Lukoil Bulgaria petrol stations (with

the exception of banderol goods and vignettes), whereas the discount is granted at Lukoil Bulgaria petrol stations, participating in the program within the country's territory;

2.3. A contactless payment by a card with the PayPass logo of MasterCard, or PayWave of VISA respectively, at a POS terminal in the merchant outlets in the country and abroad, marked with the sign of the service PayPass or PayWave, respectively. When the contactless payment is above the limit approved by the International Card Organizations for the respective country, the order shall be executed either in a contactless way or in a contact way according to the requirements valid in the particular country. In both cases the payment will be made after the entering of PIN and/or signature on the document for the executed transaction. When the contactless payment is made in Bulgaria or abroad and is up to the limit set for the relevant country by the International Card Organizations and the Bank, the payment order shall be executed without entering the PIN and/or signature on the document for the executed transaction.

2.4. When the Authorized Holder uses the Card he/she has to confirm the transaction in one of the following ways or a combination thereof:

2.4.1. By entering the PIN – when performing operations at an ATM and a POS terminal;

2.4.2. When making a contactless payment, the PIN shall be entered if the amount of the payment is higher than the limit approved by the International Card Organizations for the particular country;

2.4.3. Entering the PIN on the keypad of an ATM and/or a POS terminal upon the reading of the chip (the magnetic stripe) of a bank card;

2.4.4. after entering a secret password online;

2.4.5. With a signature on a receipt/ entered PIN, a signature on an invoice and a valid identity document - for manual cash withdrawals in a bank, exchange bureau or for transactions performed in casinos;

2.4.6. By entering the last three digits printed in/next to the signature panel on the reverse side of the card (*except for a Maestro debit card*) and/or with a secret password of the Authorized Holder chosen by him/her – for online and other transactions without the physical presence of the card and the Authorized Holder;

2.4.7. The above specified methods have the effect of a legally valid means of identification of the Authorized Holder and proof of consent on his/her part to the performing of the payment with the card;

2.4.8. Showing an identity document – upon an explicit request upon a transaction at a POS terminal;

2.5. The Bank shall not be held liable for any groundless refusal of third parties to accept payments with the card or if a payment initiated by the card cannot be performed due to technical, communicational and other reasons which are beyond the control of the Bank and/or do not result from a fault on its part;

2.6. Should the authorized holder enter his/her PIN incorrectly on the keyboard of a POS terminal or an ATM three times in a row, any subsequent use of the Card shall be automatically blocked. The unblocking of the Card shall be done on the grounds of an Unblocking Request completed personally by the Authorized Holder and submitted to a branch of the Bank.

2.7. If due to technical or other reasons the card is withheld by an ATM, it shall not be returned to the customer but shall be reissued with a new PIN.

2.8. When a payment is made abroad in a currency other than the currency of the account, the amount of the payment shall be converted into a settlement amount according to the foreign exchange rate of the ICO applicable on the settlement date. The settlement amount shall be converted into an amount in the currency of the account according to the relevant buy/sell exchange rate of the Bank, applicable on the day of booking the particular transaction. The currency of the settlement amount is EUR or USD.

2.9. In the Tariff for individuals valid as at the date of performing the transactions, there are fixed transaction limits and terms and conditions for issuance and servicing of payments by debit/ credit cards for individuals.



2.10. Based on and at the expense of the provided Credit Limit on the Card and/or the deposited own funds (available only for the main card), the Authorized Holder of an additional card orders and effects card transactions at the risk, responsibility and for the account of the Authorized Main Card Holder.

2.11. The Bank considers all transactions effected by the additional card to be carried out with the knowledge and consent of the Authorized Holder of the main card, except for the cases of a submitted written objection by the latter. The Bank is not liable for any losses suffered by the authorized holder due to using the card in case that before it was informed by the authorized holder of destruction, loss, theft, deprivation, forgery or any other illegal use of the card, including such carried out by an unauthorized person, it duly carried out and booked the transactions ordered to it by card so that any consequences and losses in the cases described above shall be borne by the authorized holder;

2.12. By signing the Agreement for a card, the Authorized Holder of the main card authorizes the Bank to exercise the right to collect the receivables established in terms of grounds and amount from the accounts of the Authorized Holder in the cases foreseen in these GTC, other types of agreements concluded between the Bank and the Authorized Holder of the main card in order to: correct and compensate for the consequences of carrying out illegal transfers; receiving funds on an account as result of a fraud or without any grounds based on inauthentic documents; due to a mistake made by the ordering party; collecting the receivables of the Bank from the payer regarding amounts, interests, commissions and charges which the Bank has been entitled to by the payer by virtue of these GTC and/or any other agreements signed with the Bank; upon enforcement pursuant to the provisions of the legislation as well as in any other cases agreed in writing between the Bank and the authorized holder of the main card.

2.13. If a performed payment exceeds the amount of the available balance on the account (card account) as well as if there are insufficient funds on the account to cover the fees and commissions payable to the Bank pursuant to the Tariff of the Bank for individuals, the excess amount shall be considered unauthorized overdraft/ exceeded credit limit used by the Authorized Holder which is immediately due and payable and shall be collected through direct debit and/or automatic collection.

### **3. Deposit guarantee**

3.1. The funds deposited on accounts shall accrue interest at rates established in accordance with the indicated method for determining of interest, according to the type and the terms and conditions for their maintenance, and as announced in the Interest Rate Bulletin applicable at any time under equal terms and conditions and to all depositors from the respective groups to which they belong. The funds on the accounts and the interests accrued on them in compliance with the indicated requirements are guaranteed by the Bank Deposit Insurance Fund in accordance with the applicable regime and to the maximum amount of the total guaranteed amount, as set forth under the Bank Deposit Guarantee Act, which amount, as at the date of the present General Terms and Conditions, is BGN 196,000 in total.

3.2. The guaranteed amounts of funds pursuant to the Bank Deposits Insurance Act held with the Bank shall not be paid on accounts of individuals and in the cases provided for in the Bank Deposits Insurance Act.

3.3. Reimbursement shall not be applicable with regard to the amounts on accounts on which there have been no operations ordered by the depositor during the last 24 months before the date of issuance of an act under Art. 20, par. 1 of LBDG and the balance on each of them is less than BGN 20.

3.4. The following deposits are guaranteed in an amount of up to BGN 250,000 for a period of three months from the time when the amount was credited to an account of the depositor, or from the time when the depositor gained the right to dispose with the deposit amount: 1. individuals' deposits opened as a result of transactions with real estate properties for housing needs; 2. individuals' deposits opened as a result of payment of amounts upon contracting or ending a marriage, termination of labour or business legal relationship, disability or death; 3. deposits opened as a result of insurance or social security payments or as a result of the payment of compensation for damages arising from crimes or canceled sentence.

The deposits under items 1-3 will not be part of the calculation of the total amount of the liability of the Bank to one depositor as per the procedure under the Law on Bank Deposit Guarantee within the three-month period indicated above.

## **Section V. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **1. Rights and obligations of the authorized holder:**

#### **1.1. The authorized holder shall:**

- 1.1.1. Use the card only personally and in compliance with the terms and conditions for its issuance and use;
- 1.1.2. After the receipt of the card s/he shall activate her/his card in person through a change of the initial PIN Code where s/he shall take all reasonable measures for preserving the personalized security credentials, including a PIN code and a secret password for e-payments, incl. not to record any information about the aforesaid security credentials on the card and not to keep any information together with the card;
- 1.1.3. Act with care and in good faith as required by law in order to keep the main and the additional card intact and safe;
- 1.1.4. Take all necessary measures to prevent any loss, destruction or damage of the card and its illegal deprivation;
- 1.1.5. Protect the card against mechanical damage as well as any magnetic and electromagnetic interference and not to create conditions for or allow unauthorized access to it;
- 1.1.6. Not to provide the card, card data and personalized security credentials to an unauthorized person by taking all necessary measures against their disclosure and preventing any access and use of the card by third persons;
- 1.1.7. Set a code word for a remote contact (contacting the Call Centre by phone);
- 1.1.8. Operate with the funds on the account and use the card according to the methods and rules set in the debit/credit card for individuals agreement and these General Terms and Conditions as well as pursuant to the applicable national legislation.
- 1.1.9. Not allow the card to be used for payments related to goods and services which are prohibited by law or regulation of a competent authority in the country where the card is used. If the authorized holder uses the card and the account for other purposes or if s/he provides them to another person, the authorized holder shall be liable for such actions and shall reimburse any amounts and/or expenses incurred by the Bank as a result of any unacceptable, wrongful and/or illegal use of the card and the account.
- 1.1.10. When making payments by using the card authorized holder shall identify himself/herself in a retail outlet or at the Bank upon request;
- 1.1.11. Immediately notify the Bank about any changes to the personal data indicated by him/her in the application for issuance/reissuance of the bank card. If the authorized holder fails to inform the Bank about a change in his/her mailing address, all letters/notifications/messages from the Bank shall be considered duly delivered to the address indicated in the application for issuance of a debit/ credit card for individuals.
- 1.1.12. Return the card to the Bank within a 30-day period from the date of occurrence of any of the following events: damage of the card, expiry of the validity term or termination of a bank card for individuals agreement when a complaint is lodged about an unauthorized transaction. The card shall be destroyed in the presence of the authorized holder by order of the Bank;
- 1.1.13. Notify the Bank or a person authorized by it in case of loss, theft, misappropriation or unauthorized use of the card immediately after s/he has become aware of that;
  - 1.1.13.1. Notify the Bank immediately in case of destruction, forgery or any circumstances allowing for the use of the card in any other illegal way by returning the card within 5 (five) days after that and providing the bank with written confirmation.

1.1.14. If the authorized holder is abroad or for some other reason s/he is prevented from appearing at the Bank in person, s/he can describe the incident by sending a request in free wording to the e-mail specified below.

1.1.15. In the cases specified in 1.1.13 and item 1.1.13.1 above:

1.1.15.1. Notify the Bank immediately by contacting the Call Center in one of the specified ways available 24 hours a day, 365 days per year:

- **Telephone number: 15212 – for Bulgarian mobile operators or +359 +3592 9337212 for landline subscribers;**
- **E-mail: [CallCentre@UniCreditGroup.bg](mailto:CallCentre@UniCreditGroup.bg);**
- **Visit a bank branch and submit a card unblocking request form.**

1.1.15.2. When the authorized holder is abroad, s/he can directly contact Visa/ MasterCard on the telephones for free access to the Global Customer Assistance System for VISA cardholders (Global Customer Assistance Service – GCAS) and MasterCard (MasterCard Global Service), specified on the website of the respective international card organization. The authorized holder shall also notify the Bank.

1.1.16. In case of theft/loss of the card, the authorized holder shall inform the local police department which shall provide him/her with a document for the incident.

1.1.17. Keep for reference the receipts from the transactions carried out by the card at least for a period of 45 calendar days from the date of carrying them out.

1.1.18. In case of any doubt about discrepancies or disagreement with a transaction registered on his/her card/account, the authorized holder of the main card shall inform the Bank immediately in writing by filling in a complaint form as per a template which shall be submitted to a bank branch within 13 months from the date of debiting the account. The information can be obtained from an account statement, ATM balance check, SMS notification about authorization.

1.1.19. The authorized holder of the main card can also submit a claim against a transaction for the main or an additional card in accordance with the procedure described above or any other claims regarding the servicing of the card and/or the debit card agreement / credit card for individuals agreement at any branch of the Bank.

1.1.20. The authorized holder shall provide any available documentation in relation to a transaction objected by him/her along with the filled-in complaint form as well as any additional information at the request of the Bank.

1.1.21. The authorized holder shall consider the statements provided to him/her by the Bank and other documents from the system operator, ICO, etc. as sufficient evidence for the transaction and the circumstances related to its conduction;

1.1.22. If the authorized holder has declared that s/he wants to receive the account statements concerning the movements on his/her card account and/or credit card to an e-mail, s/he undertakes to:

1.1.22.1. Take all necessary actions so as to ensure unhindered receipt of the electronic messages containing attached statements to the specified e-mail address. States that s/he has been informed and accepts that the Bank shall not be held responsible if acting in good faith it has sent statements to the e-mail address specified above. The Bank shall not be held responsible for any message delivery failure if the e-mail address is unavailable or is not maintained by the authorized holder.

1.1.22.2. Notify the Bank in due time in writing or contact the Call Center of the Bank in case of any change in the e-mail address to which s/he wants to receive statements. S/he is notified and agrees that the Bank is not responsible for any undelivered statements until it receives a written notification of the changes or circumstances as stipulated in the previous statement.

1.1.22.3. Take all necessary actions in order to prevent unauthorized access to the information concerning his/her bank card(s), contained in the statement sent to the e-mail address indicated above. The authorized holder of the account servicing the bank card/s confirms that s/he is informed and agrees that a bank statement sent by the Bank to an electronic address shall have the effect and meaning of a written notification of the data contained therein as well as of all transactions carried out

on the holder's account and/or third parties and shall be considered delivered to the holder when the banking system starts indicating that the electronic message with an attached statement has been delivered to the electronic address indicated by the authorized holder which s/he has provided. The authorized holder of the account servicing the bank card/s confirms that s/he has been informed and agrees that the statements sent by the Bank cannot exceed 3 MB and that in case of any statements with a bigger size s/he shall visit the Bank in person in order to obtain the account statement.

1.1.23. In the event of a Cash M transfer, the authorized holder shall:

1.1.23.1. Enter a transfer amount – BGN 10.00 at the minimum /BGN 400.00 at the maximum where any amount shall be a multiple of BGN 10;

1.1.23.2. Enter a randomly chosen four-digit code of the transfer;

1.1.23.3. Enter a mobile phone number (for Bulgarian mobile operators only) of the beneficiary;

1.1.23.4. Enter his/her own mobile phone number (for Bulgarian mobile operators only) (not mandatory, it is to be provided only if /she wants to receive a text message (SMS) when the money is withdrawn);

1.1.23.5. Inform the beneficiary about the Cash M transfer code and that the utilization of the funds can be made within 7 (seven) days from initiation of the transfer.

1.1.24. The authorized holder of the main card shall pay any charges incurred upon the issuance and use of the card/s as well as charges for opening and maintaining the account, authorizing the Bank to collect automatically its receivables from the account and in case of insufficient funds on it, from other accounts held by the authorized holder of the main card.

1.1.25. The authorized holder shall sustain any losses related to unauthorized payment transactions arising from the use of a lost, stolen or forged bank card up to a limit not exceeding BGN 100 (one hundred).

1.1.26. The authorized holder shall sustain all the losses related to any unauthorized payment transactions if they were carried out by fraud or by failing to fulfill one or more of its obligations under items 1.1.1, 1.1.2 and 1.1.13. of Section V of these General Terms and Conditions, deliberately or due to gross negligence. In these cases the authorized holder shall suffer the damages regardless of their amount.

## **1.2. The authorized holder is entitled to:**

1.2.1. Conduct payment transactions under item 1.1., Section III of these GTC up to the amount of the available funds on the account/credit limit within the daily and weekly transaction limits to use the card as well as carry out reference operations and non-payment transactions under item 1.2, Section III of these GTC;

1.2.2. request that the card and/or the PIN be re-issued by filling in a form in the cases under section IV, item 1.14 and item 1.15 of these GTC;

1.2.3. request that additional cards be issued to the main card by filling in a form and indicate limits for using the additional card which shall not exceed the limits on the main card;

1.2.4. Receive information regularly about his/her card, sent by the Bank on paper or via an e-channel, including:

1.2.4.1. authorization code of the payment transactions;

1.2.4.2. location and date of the payment transactions;

1.2.4.3. amount in the original payment currency, amount in the card currency, date of booking the transaction and applicable exchange rate;

1.2.4.4. accrued fees and interests as well as bonuses in relation to the payment transactions conducted by the authorized holder;

1.2.5. The authorized holder is entitled to request that a Cash M transfer which has been ordered but has not been withdrawn yet be blocked by contacting the Call Center of the Bank;

1.2.6. Unilaterally terminate the bank card agreement by giving a month's notice in writing to the Bank, where the starting date of the notice shall be the date on which the Bank receives it. The Bank shall charge the card/card account with the amount of all delayed payments within the term during which the

notice is effective as well as the due and payable fees, commissions and interests. The bank card agreement shall be considered terminated after the expiry of the term of the notice.

1.2.7. The authorized holder of the main card shall be responsible for the fulfillment of all obligations under these GTC and the Agreement, repayment on the maturity date of the amounts utilized by using card, including the due fees, commissions and interests on them, if any, as per the monthly statement of the card, as a result of its use. The authorized holder of the main card shall also be liable for all payments to the Bank, arising from the use of the main and the additional card, if any.

1.2.8. In case of any dispute about specific terms and conditions for the purchase of goods and/or services, delivery terms, prices, warranty terms, insurances, etc., the authorized holder shall contact the retailer directly to resolve the dispute before lodging a complaint.

1.2.9. If it is impossible to reach agreement with regard to disputes as per the preceding paragraph and when a written complaint about the payment is lodged with the Bank, the authorized holder shall provide detailed information and documentation about the order, the general terms and conditions of the retailer effective at the time of making the order, the full correspondence with the retailer in relation to the order and the subsequent attempts to resolve the dispute between the authorized holder and the retailer. The authorized holder shall provide supporting documents with the claim and translation into Bulgarian and/or English.

1.2.10. If the authorized holder does not agree with the decision of the Bank regarding a complaint s/he has filed, the dispute can be referred to the Conciliation Commission on Payment Disputes with the Consumer Protection Commission as well as to the competent Bulgarian court.

1.2.11. The authorized holder of a main card has the right, at his/her discretion, beyond the cases specified in item 2.6. of Section IV, item 1.1.13 and 1.1.13.1 of Section V of these GTC and in the cases when the Bank has blocked her/his account, to block or unblock his/her bank card respectively, using the electronic banking services BUIBANK ONLINE and BULBANK MOBILE.

## **2. Rights and obligations of the Bank**

### **2.1. The Bank shall:**

2.1.1. Issue the card and hand it over personally to the authorized holder of the main card or the additional card together with a personal identification number (PIN);

2.1.2. Book the transactions by following the chronological order of their receipt, excluding the cases of enforcement against the account as stipulated in law.

2.1.3. When payment transactions are carried out in Bulgaria the Bank shall book the amount on the account of the authorized holder of the card/card account with a value date of up to 2 (two) working days after the transaction takes place. With regard to transactions abroad the value date shall be up to 3 (three) working days;

2.1.4. Shall not disclose any bank secrecy and shall respond in writing **within 15 (fifteen) working days** to any objection by the authorized holder with regard to transactions carried out by the card, and when additional information is necessary after its receipt.

2.1.5. Provide the authorized holder with the opportunity to give notice in case of loss, theft, deprivation in any other way, forgery or use in any other illegal way of the card by giving him/her contact telephone numbers in advance;

2.1.5.1. Block the card in a timely manner but in any case no later than 1 (one) hour after receiving the notification by the authorized holder in case of a lost/stolen card or identified unauthorized payment transactions;

2.1.6. Block the card when the authorized holder or another person has reported loss, theft, deprivation in any other way, forgery or any other illegal use of the card by contacting the Call Center of the Bank; Irrespective of the way the notification was given, the authorized holder shall submit a written form for blocking the card.

2.1.7. Block the card in case of a request by the authorized holder for closing the card.

2.1.8. The Bank shall unblock the card in the following cases:

- 2.1.8.1. Automatic unblocking of the card after repayment of the due amounts;
- 2.1.8.2. Automatic unblocking of the card which was blocked on the grounds of item 2.2.3.3, Section V, as soon as there are no longer reasons for blocking;
- 2.1.8.3. Automatic unblocking of the card blocked on the grounds of item 2.2.3.5, Section V, after taking every possible measure to mitigate the risk from unauthorized use of the card;
- 2.1.9. Issue a new card and deliver a new PIN for the cases provided for in item 1.11, Section V;
- 2.1.10. The Bank shall inform the authorized holder in writing when the complaint is found to be groundless and specify the reasons for considering it to be so. The entries for the current transactions with the card received from BORICA AD, ICO, shall be considered true unless proved otherwise within the complaint periods and under the terms and conditions provided for in these GTC and by the International card Organizations;
- 2.1.11. Shall be responsible before the authorized holder for the reimbursement of any fees paid by the authorized holder as well as for the reimbursement of all interests accrued in the name of the authorized holder as a result from unauthorized or wrong payment transactions unless in the cases provided for in item 1.1.26, section V of these GTC.
- 2.1.12. Recover the amount of a Cash M transfer to the account of the authorized holder within 2 (two) working days if the beneficiary has not withdrawn the amount within 7 (seven) days.
- 2.1.13. Correct unauthorized or wrong payment transaction only if the authorized holder has notified it without undue delay after s/he became aware of the unauthorized or incorrect payment transaction which gives rise to a claim but no later than 13 months from the date on which his/her account was debited. It is assumed that the authorized holder has become aware of the unauthorized or wrong payment transaction no later than the receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 (3) of the Law on Payment Services and Payment Systems.
- 2.1.14. In the case of an unauthorized payment transaction, the Bank shall refund the client the amount of the unauthorized payment transaction immediately, and in any event no later than by the end of the following business day, after noting or being notified of the transaction with official Claim form, except where the Bank has reasonable grounds for suspecting fraud and communicates those grounds to the relevant competent authority. Where applicable, the Bank shall restore the payer's payment account to the state in which it would have been had the unauthorized payment transaction not taken place. The credit value date for the payer's payment account shall be no later than the date on which the account was debited with the amount of the unauthorized payment transaction. The recovery by the Bank of the unauthorized payment transaction amount into the Customer's payment account does not prevent the Bank from holding the payer responsible in compliance with the legislation regarding the recovered amount of the payment transaction if the payment transaction was authorized by the payer.
- 2.1.15. The Bank shall give an opinion on any complaint filed by the authorized holder in writing, via email or any other kind of permanent storage medium within a term of 15 (fifteen) working days since the receipt of the complaint. As an exception if the Bank cannot give its opinion within the aforesaid term of 15 (fifteen) working days because of reasons that are beyond its control, the bank shall notify the authorized holder of its decision no later than 35 working days from the receipt of the complaint.
- 2.1.16. Charge an interest on the funds on the debit card account at the end of each calendar year as per an interest rate specified in the Interest Rate Bulletin for individuals which the Bank applies to accounts in local and foreign currency.

## **2.2. The Bank has the right to:**

- 2.2.1. Collect unilaterally the amounts due by the authorized holder under transactions by card plus any due interests from the accounts held by the authorized holder as per the procedure for automatic collection of liabilities and by virtue of the debit card agreement / credit card for individuals agreement as well as all fees and commissions pursuant to the Bank's Tariff for individuals. If the authorized holder has an account in a currency different from the currency of his/her liability to the Bank, the latter shall collect its receivable from that account based on the official exchange rate of the Bank on the date of the transaction;

- 2.2.2. Block the card immediately if the authorized holder fails to comply with an obligation under the debit card agreement / credit card for individuals agreement and the General Terms and Conditions;
- 2.2.3. The Bank shall block the card in the following cases:
- 2.2.3.1. If the authorized holder is in breach of the debit card agreement / credit card for individuals agreement and the General Terms and Conditions;
- 2.2.3.2. Upon failure to pay the due and payable amounts pursuant to the debit card agreement / credit card for individuals agreement;
- 2.2.3.3. Automatically received notice of distraint of a receivable of the authorized holder on his/her main card under his/her accounts with the Bank imposed by the competent bodies;
- 2.2.3.4. In case the Bank has any doubt about unauthorized/ non-permitted use of the card;
- 2.2.3.5. For security reasons;
- 2.2.3.6. Use or suspected use of the card for a fraudulent purpose;
- 2.2.3.7. When there is an increased risk that the main authorized card holder cannot fulfill his/her obligations related to repayment of its debt to the Bank;
- 2.2.4. Refuse to authorize a payment transaction on the websites of online retailers participating in the programs Verified by Visa and MasterCard Secure Code if the authorized holder has not registered his/her card for the additional service "Secure Online Payments".
- 2.2.5. At its own discretion it can refuse to authorize payment transactions either with high risk retailers and/or countries or in cases of a high reputational risk for the Bank.
- 2.2.6. Conduct a thorough check on the case and refer the case to the competent authorities, if necessary. The authorized holder who has filed the complaint and the authorized holder of the main card shall assist them in clarifying the circumstances related to the disputed transactions.
- 2.2.7. Not to accept for processing a payment complaint if it does not have supporting documents or if it was filed with an unreasonable delay;
- 2.2.8. Provide any kind of information related to using the card, including such that is considered bank secrecy as per the Credit Institutions Act as well as personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) to ICO, BORICA AD and third parties with which the Bank has relations as well as persons related to the Bank and to their consultants in relation to servicing the card;
- 2.2.9. File a recourse claim against the authorized holder if after having recovered to him/her the amount under item 2.1.14, section V of these GTC it identifies fraudulent actions on the part of the authorized holder, gross negligence or failure to fulfil the obligations specified herein.
- 2.2.10. block the amount of the Cash M transfer in any of the following cases:
- 2.2.10.1. if one and the same code has been entered in the wrong way three times in a row;
- 2.2.10.2. expiry of the validity of the Cash M transfer (within seven days from making it);
- 2.2.10.3. If the Bank suspects unauthorized use of the card;
- 2.2.11. Automatically close the account and the relevant debit card/s in case the authorized holder has not provided funds in the course of 6 (six) consecutive months to cover the monthly fee for maintenance of the account.
- 2.2.12. The Bank has the right to reject re-issuing and/or issuing of a new payment instrument to a customer as well as to terminate the agreement ahead of its term if it finds that the customer deliberately commits card frauds or provides the card to third parties for committing card frauds as well as if the customer violates the law, including participation in money laundering schemes and other offences resulting in a compliance risk and reputational risk for the Bank.

## **Section VI. ADDITIONAL BANK CARD SERVICES OFFERED BY THE SERVICE PROVIDER**

### **1. SMS notification**

1.1. The services shall be provided on the basis of an SMS notification application for existing debit and/or credit card for individuals submitted to the Bank and properly filled in by the authorized holder of the main card or an application for the issuance of a debit and/or credit card for individuals.

1.2. The authorized holder of the main card shall specify in writing therein his/her willingness to use the services as follows, indicating:

- his/her mobile phone number where the SMS notifications will be sent to;
- the numbers of his/her bank cards with regard to which s/he would like to use these services;
- the amount of the subscription deposit;
- the card account wherefrom the subscription deposit and the annual subscription fee shall be collected;

1.3. The authorized holder of the main card may stop using the services at any time whatsoever, notifying the Bank in writing thereof. In this case the Service Provider shall reimburse the unutilized amount of the subscription deposit within the next working day following the day on which the authorized holder of the main card expresses his/her willingness to the Bank in writing that s/he wishes to stop using the SMS notification service;

1.4. The bank shall provide a 24-hour SMS notification service to its customers who have registered to use the SMS notification system with regard to authorizations/transactions, available balance on bank cards issued by Unicredit Bulbank AD authorized by BORICA AD online in real time and shall support authorized holders whenever they contact the Call Center of the Bank at 0700 1 84 84 in the event of technical problems.

1.5. The SMS notification will usually be received by the authorized holder within 10 (ten) minutes after the relevant transaction is carried out. For reasons beyond the control of the Service Provider the SMS notification may take more than 10 (ten) minutes. An SMS notification will not be generated and received by the authorized holder of the card in the event of transactions carried out in an offline mode;

1.6. The notification specifies a date and hour of the authorization, information about the terminal (ATM or POS – bank servicing the ATM or name and address of the retailer that uses the POS), amount and original currency of the authorization as well as the result from the transaction (successful or rejected), indicating the reason for the rejection (insufficient funds, exceeded limits, etc.);

1.7. The Service Provider shall reduce the subscription deposit for each sent SMS notification containing information for authorizations/transactions on bank cards as well as upon generating a new personal code for checking the available balance on cards, except for the SMS reply as per item 2.3, section VI.

1.8. The Service Provider shall undertake, at its own cost and expense, to notify the authorized holder of the main card when the subscription deposit drops below 10% of the selected advance amount;

1.9. By signing the SMS notification application the authorized holder of the main card authorizes the Bank to collect automatically the amount specified by him/her from his/her card/card account after the subscription deposit is exhausted. If the authorized holder of the main card has not provided sufficient funds on the account specified by him/her, the SMS services will continue to be active for a period of 30 days. If there are no funds on the account after that period, the services will be deactivated.

## **2. Sending information about authorizations/ transactions, available balance on international and national bank cards**

2.1. Authorized holders of the main card issued by the Bank shall receive SMS notifications about:

2.1.1. online card authorizations/payments made by the cards that have been registered for the services;

2.1.2. the available balance on the registered cards.

2.2. After the registration of the authorized holder of the main card with the Bank, the system will carry out authorization with BORICA AD, using the available bank card data and the amount of the price of the registered service. After a successful registration, the services will be activated.

2.3. In order to receive information about the available balances on the cards subscribed for the service, the authorized holder of the main card shall send an SMS with the following text – N+his/her



personal code (without spaces) to a short number 190091 (M-Tel subscribers) or to 1618 (Globul and Vivacom subscribers).

### **3. Other terms and conditions:**

3.1. The Service Provider can change its tariff, notifying the authorized holder of the main card of such a change by sending a text message and/or through the mass media;

3.2. The authorized holder of the main card cannot refuse to pay for the services on the grounds of being unaware of the price of the services provided by the Service Provider;

3.3. The fees of the Service Provider include the technical and communication costs for using the services, excluding the bank fees for bank servicing of the payments which the authorized holder of the main card shall pay separately to the Bank;

3.4. The Service Provider and the Bank do not guarantee and shall not be liable in case the Mobile Operator fails to deliver on time or fails to deliver at all any SMS notification, including the cases where due to circumstances beyond the control of the Service Provider (power cuts, earthquakes and other natural disasters or force majeure) the SMS notifications are not sent and not received by the authorized holder of the main card respectively, or if they are not received within the period specified in section VI, item 1.5;

3.5. The authorized holder of the main card shall be informed by his/her Mobile Operator whether s/he can receive SMS notifications abroad. If this service is not provided by the Mobile Operator and its roaming partners in the respective foreign country, the Service Provider and the Bank shall not be responsible for any messages not received by the authorized holder of the main card and shall not refund the fees paid by the authorized holder of the main card for such messages. If the Mobile Operator notifies the authorized holder of the main card that the latter cannot receive SMS notifications abroad, the authorized holder of the main card can inform his/her servicing branch of the Bank that s/he wants to suspend the use of the SMS notification service, and this shall not lead to a change in the period for which the authorized holder of the main card has already paid an annual fee.

3.6. Both the Service Provider and the Bank shall not assume responsibility in the event of wrong phone numbers and/or bank cards numbers for service subscription specified by the authorized holder of the main card;

3.7. The Bank shall not assume responsibility in case more than one SMS notification for a transaction is sent to the authorized holder of the main card;

3.8. The Service Provider shall reserve its right to stop providing the SMS service, giving a month's prior written notice to the authorized holder of the main card and the Bank.

The Bank shall not assume responsibility for the actions of the Service Provider, the Mobile Operator or BORICA AD performed while executing the services offered by them.

### **1. Rules for Use of the Additional Service "Secure Online Payments"**

1.1. UniCredit Bulbank AD provides its authorized holders with the opportunity to register their international bank card with the logo of Visa, Visa Electron, V PAY, MasterCard in the programs for authorized holder identification "Verified by Visa" and "MasterCard SecureCode" for carrying out secure online transactions via various channels:

- Submitting a request form in a branch of the Bank or via Bulbank Online;
- Registration at an ATM that supports such functionality;
- Activation During Shopping (ADS) on the website of a secure online merchant, included in the programs "Verified by Visa" and "MasterCard SecureCode".

The terms and conditions for the ADS channel are not mandatory for V PAY, Visa Electron and Maestro cards.

1.2. The terms and conditions for use of the service "Secure Online Payments" shall take effect from the time of submitting a Request for subscription to the service in a branch of the Bank or via Bulbank Online, or from the time of registration for the service at an ATM, or through Activation During Shopping and will be valid until the time of termination of the authorized holder's subscription to the service;

- 1.3. The Bank will accept a written application/an electronic application online for registration for the service "Secure Online Payments" which is filled in completely and correctly and signed personally or by an electronic signature by the authorized holder of card/s at the bank branches or via Bulbank Online;
- 1.4. After the request form is accepted, the latter shall undertake to provide to the authorized holder a one-time and free of charge temporary password within 1 (one) working day. The temporary password is valid for 24 hours from the time of its sending. The first part of the password is received at the email address specified by the authorized holder email address specified by the authorized holder in the Application, and the second part – with an SMS message to the specified mobile phone number. The temporary password can only be used to register the card for the service;
- 1.5. The Bank shall undertake to publish on its official website links to the ICO's websites for online registration for the service and creation of a customer account of the authorized holder;
- 1.6. In case of a forgotten secret password and/or a forgotten answer to a password security question, after the authorized holder submits a new Application for registration for the "Secure Online Payments" service, the Bank shall undertake to provide a new temporary password for registration;
- 1.7. The Bank shall be obliged to accept the registration of the Card for the service, made at an ATM or at the time of making a purchase on the websites of online merchants upon entering of correct data by the authorized holder;
- 1.8. The Bank shall undertake to guarantee the privacy of the personal data provided by the users through completed forms or electronic correspondence;
- 1.9. The Bank will use the e-mail address specified in the application form for sending a part of the temporary password for registration for the service as well as for other messages;
- 1.10. The authorized holder shall:
  - 1.10.1. register personally his/her bank card, specified in the Application for registration for the service "Secure Online Payments", at an ATM or at the time of making a payment on the website of an online merchant – Activation During Shopping, and personally to create a user account using the links published on the official website of UniCredit Bulbank AD.
  - 1.10.2. Set his/her personal secret password, password security question and personal message for confirmation of transactions with secure online merchants;
  - 1.10.3. Act in good faith to protect the secret password, the answer to the password security question and the personal message, taking every necessary measure to prevent other people from becoming aware of them and using them.
  - 1.10.4. Not provide information for his/her personal secret password and/or password security question except in the cases of confirming payments on websites of secure online merchants and after visualization of the personal message;
  - 1.10.5. The authorized holder must not keep any information about his/her personal password and/or password security question together with the card or on it;
  - 1.10.6. The authorized holder must immediately notify the Bank in case of actual or suspected compromising of his/her secret password and/or answer to a password security question;
  - 1.10.7. The authorized holder must immediately notify the Bank in case of inquiries about his/her personal password, password security question and/or personal message received from any source, via any communication channel and on any occasion other than payment on the website of a secure online retailer.
- 1.11. The authorized holder is entitled to:
  - 1.11.1. change at any time his/her secret password, password security question, personal message and e-mail address via his/her online account;
  - 1.11.2. Create a new password in case the customer fails three times to enter the correct secret password, after a correct answer to the pre-selected password security question at the time of registration for the Secure Online Payments service or at an ATM;
  - 1.11.3. In the event of a forgotten answer to the password security question or upon entering a wrong answer, the account of the authorized holder for use of the "Secure Online Payments" service will be

blocked. The authorized holder shall have the right to register again his/her card for the service after submitting at a branch of the Bank or at an ATM an application for registration;

1.11.4. Receive information via his/her online account about whether the attempted transactions with online merchants have been carried out with a correctly entered secret password.

1.11.5. Cancel at any time his/her subscription for the Secure Online Payments service via his/her online account or by submitting a request in a free text format to a bank branch.

## **Section VII. TERM OF VALIDITY OF THE AGREEMENT. TERMINATION**

1. Upon termination of the Bank Card Agreement, the authorized holder of the main card shall pay all fees and commissions payable to the Bank and repay all liabilities to it, arising from the Agreement.

2. The Bank Card Agreement shall be terminated:

2.1. Unilaterally by the authorized holder of the main card by giving a one-month prior written notice to the Bank;

2.2 unilaterally by the Bank – without a prior notice, in case of non-performance of any of the obligations of the authorized holder of the main card under this Agreement, whereby securing its receivables, blocking the card from use and requesting it to be returned to the Bank;

2.3. By a two-month prior written notice to the authorized holder of the main card, as the start date of the notice shall be the date on which the notice was sent;

## **Section VIII. PLUS PROGRAM of UniCredit Bulbank AD (the "Program") – TERMS AND CONDITIONS FOR PARTICIPATION OF AUTHORIZED HOLDERS OF DEBIT AND CREDIT CARDS ISSUED BY UniCredit Bulbank AD**

### **1. Joining the Program and termination of the participation in the Program:**

1.1. The Bank shall register for participation in the Program all authorized holders of active main and additional debit and credit cards issued by UniCredit Bulbank AD to individuals;

1.2. The authorized holder of a main card shall submit an application for termination of the participation in the Program (for the main and additional card) to a branch of the Bank, if s/he does not want to avail of it. The period for termination of the participation of the authorized holder in the Program is up to three working days from the filing of the application. The cardholder excluded from the Program will lose his/her rights on the Cardholder Points which he/she has not used by the time of termination of his/her participation in the Program, and his or her points will be transferred to the Program Prize Pool;

1.3. An authorized holder of a main card who has withdrawn from the Program may submit a request for joining the Program (for a main and additional card), at a branch of the Bank if he or she wants to participate in it again. The period for adding the authorized holder to the Program will be up to three work days, as from the date of submission of the request for joining the Program;

1.4. The points of deceased cardholders are not inheritable and will be transferred to the Program Prize Pool.

### **2. Functionality of the PLUS Program of UniCredit Bulbank AD**

2.1. The PLUS Program of UniCredit Bulbank AD is a program developed and maintained by the Bank for partnership between the Bank and the Merchants with which the Bank has concluded a partnership agreement with predefined terms and conditions. The rights of the Bank related to the technical support and maintenance of the Program are not subject to transferring;

2.2. Each Merchant in the Partner Network shall provide to the authorized holders of main and additional cards issued by UniCredit Bulbank AD to individuals, participating in the Program, upon making a purchase at a real POS terminal at their merchant outlet, a fixed amount, a percentage of the purchase price, or a fixed amount and a percentage of the purchase price, in the form of points;

- 2.3. Each authorized holder of a main and/or additional card participating in the Program will receive points upon making transactions at real POS terminals at Merchants in the Partner Network;
- 2.4. Upon making a purchase at a real POS terminal with a Merchant from the Partner Network, each authorized holder participating in the Program may utilize the Cardholder Points available on his or her customer number in the Points Storage Fund;
- 2.5. The authorized holder of the main and/or additional card will have the right to use the Cardholder Points available on his or her customer number in the Points Storage Fund in the Partner Network not later than the last day of the fifth year following the calendar year in which they were provided by a Merchant in the Partner Network;
- 2.6. The authorized holder of the main and/or additional card will lose rights over the accumulated points which have not been used in the term defined in the preceding item 2.5, and these points will be transferred in the Program Prize Pool;
- 2.7. Detailed information of the Program, the Merchants participating in the Program and the conditions determined by them, is available on the Bank's website – [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg).

### **3. Disputed payments**

- 3.1. If an authorized holder disputes a payment made for his or her account in favor of a Merchant from the Partner Network through the Issuing Bank claiming that the payment was not made by him or her, or was made by a forged card, the good was not received or the service was not provided or in any other circumstances which entitle the authorized holder to claim a chargeback, if the complaint is reasonable, the Bank shall reverse the amount of the disputed payment and shall refund to the Merchant the BGN equivalent of the points provided by it to the cardholder from the points of the cardholder related to the disputed payment, available on the cardholder's client number in the Points Storage Fund. If there are no sufficient points on the client number of the cardholder, the shortage shall be borne by the Bank and shall be refunded to it as soon as possible when a sufficient number of points is accumulated on the client number of the cardholder in the Points Storage Fund;
- 3.2. The dispute of the payment will be made by the authorized holder of the main card.

### **4. Reporting**

- 4.1. On a monthly basis, to an e-mail address of the authorized holder of the main or additional card (if there is a valid such in the Bank's information system) or upon request at a branch of the Bank, the Bank will provide to each authorized holder "User Activity Information for the PLUS Program" regarding the provided, utilized, existing and expiring Cardholder Points;
- 4.2. An authorized holder using the service Bulbank Online shall receive information in real time in a form determined by the Bank.
- 4.3. Information about the available points may be received at any POS terminal at a Merchant from the Partner Network.

### **5. Program Lottery**

Every year in the form of a Lottery the Bank shall redistribute the points accumulated in the Program Prize Pool. The Lottery shall take place in the presence of a notary. In the Lottery there shall participate all authorized holders of active bank cards issued by the Bank to individuals. The first Lottery shall take place in the first quarter of 2018 under such terms and conditions as specified additionally on the Bank's website – [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), where the cardholders shall be informed in due time of the first and the following Lotteries.

### **6. Termination of the Program**

The termination of the Program shall be announced on the Bank's website – [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), by giving one-month prior notice, and there will be defined a twelve-month period in which the authorized holders shall be entitled to use the points available for their customer number in the Partner Network of the Program. In the twelve-month period, the Merchants shall not provide Cardholder Points.

After the expiry of the twelve-month period, the points which have not been used and are available in the Points Storage Fund shall be redeemed to the cardholders in their BGN equivalent of BGN 0.01 = 1 point, and for the existing points in the Prize Pool, there shall be a lottery between the authorized holders of bank cards issued by the bank to private individuals.

## **Section IX. OTHER TERMS AND CONDITIONS**

1. In the event of changes to these General Terms and Conditions, at least 2 (two) months before the date on which the changes take effect the Bank shall notify the authorized holder through messages in the branches of UniCredit Bulbank AD as well as by publishing the changes on the Bank's website. The authorized holder can obtain the projected changes on paper upon request at the cash desks of the Bank.
2. On its website the Bank shall notify the authorized holder of any amendments to the General Terms and Conditions applicable to the signed agreement. Whenever the authorized holder disagrees with the amendments to the General Terms and Conditions s/he can withdraw from the agreement without specifying a reason for doing so as well as without owing an indemnity or penalty, or continue to perform the agreement according to the General Terms and Conditions that were in force before the amendment. The authorized holder shall exercise his/her right under the preceding sentence by sending to the Bank a prior written notice within one month after the publication on the Bank's website. The amendments to the General Terms and Conditions shall be binding on the authorized holder under the agreement when the authorized holder has been notified thereof as per sentence 2 and s/he has not exercised his/her right under sentences 3 and 4 of this item.
3. These GTC were drawn up on the grounds of art. 54 of the Law on Payment Services and Payment Systems and art. 298 of the Commercial Act. They were adopted by the Management Board of the Bank as per a decision under Minutes No. 31 dated 14.07.2010. They were last updated as per a decision of the Management Board of the Bank, Minutes No.7 dated 15.02.2018 and they shall come into force on 15.02.2018. These GTC shall be an implicitly inherent and integral part of each Agreement concluded by the Bank and the amendments thereto which refers to these GTC, and they shall be considered as a single document in their integrity and shall be apply unless otherwise agreed in the relevant Agreement.
4. In case of any discrepancy between the Debit/Credit Card Agreement and these General Terms and Conditions, the provisions of the particular Agreement shall apply.
5. Any relations between the authorized holder and the Bank which are not settled in these General Terms and Conditions or in the Debit/Credit Card Agreement shall be settled in accordance with the Law on Payment Services and Payment Systems, Ordinance No. 3 of the BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments as well as pursuant to any other applicable regulations of the Bulgarian legislation.
6. Provided the Bank does not provide any statement on a complaint filed by the authorized holder within the terms stipulated in section V, item 2.1.15. of these General Terms and Conditions as well as in case the authorized holder is not satisfied with the decision of the Bank, the dispute may be referred for examination to the Conciliation Commission for Payment Disputes. Conciliation Commission for Payment Disputes with the Commission for Consumer Protection is an authority for alternative resolving of domestic and cross-border disputes between payment services providers and payment services users in relation to the implementation of the LPSPS, the by-laws for its implementation, Regulation (EC) No 924/2009, Regulation (EC) No 260/2012 and of Regulation (EC) 2015/751. The reconciliation procedure starts with submission of an application to the commission. The application shall be submitted in a written form as well as via e-mail or online through the web-site of the Commission for Consumer Protection. The requirements to the application under the preceding sentence, the terms and way for the institution and termination of the reconciliation procedure and for examination and resolving of disputes falling within the competence of the Commission as well as the maximum cash threshold of the disputes shall be defined by Rules for implementation approved by the Governor of the Bulgarian

National Bank (BNB). The Rules for implementation shall be published in the State Gazette. Conciliation Commission for Payment Disputes shall provide on a durable medium upon request to the payment service user information regarding the methodology for conducting a reconciliation procedure. The procedure conducted by the Commission is not an obligatory condition for the institution of a claim to the court. Additional information for the Conciliation Commission for Payment Disputes may be found on the website of the Commission for Consumer Protection as well as in Chapter ten, Section II of the Law on Payment Services and Payment Systems.

These General Terms and Conditions (framework agreement) form an integral part of each Agreement for a Debit/Credit Card. These GTC are part of a request for SMS notification and/or Secure Online Payments for an existing debit and/or credit card for individuals in which the Customer has confirmed in writing that s/he has read these GTC. These GTC were drawn up pursuant to art. 298 of the Commercial Act and were provided to each party thereto.