# GENERAL TERMS AND CONDITIONS FOR BANK CARDS FOR BUSINESS CLIENTS AND FOR PROVIDING PAYMENT SERVICES WITH THE USE OF BANK CARDS AS ELECTRONIC PAYMENT INSTRUMENTS

#### SECTION I. SUBJECT

1. The present General Terms and Conditions for bank cards for business clients and for providing payment services with the use of bank cards as electronic payment instruments, hereinafter referred to as the General Terms and Conditions, or GTC, shall govern the relations between UniCredit Bulbank AD (hereinafter referred to as the Bank), entered in the Commercial Companies Register with the Registry Agency, UIC 831919536, with registered seat and management address: City of Sofia, Vazrazhdane District, 7, Sveta Nedelya Sq., email address: CallCenter@UniCreditGroup.bg, website: www.unicreditbulbank.bg, performing banking activity under the supervision of the Bulgarian National Bank, by virtue of licence No. RD22-2249/16.11.2009 and clients - legal entities, sole proprietors or budget organisations, the persons referred to in Article 2 of the Commerce Act, established under the laws of the Republic of Bulgaria, and budget organisations, in connection with the opening, servicing and closing of main and additional bank cards (hereinafter also referred to as "Cards"), as well as with regard to the payment services and instruments, which the Bank provides to its clients through the use of cards as electronic payment instruments. The General Terms and Conditions shall be binding for the clients and shall form an integral part of the respective agreement for bank card and provision of payment services via bank card, which shall refer to them. The relevant provisions of these General Terms and Conditions shall have the legal effect and consequences of a framework agreement between the Bank and a Client pursuant to the Law on Payment Services and Payment Systems (LPSPS), regulating the future performance of separate or a sequence of payment transactions with the use of a payment instrument (a bank card).

#### SECTION II. DEFINITIONS

- 2. The following definitions, used in the General Terms and Conditions and in bank card agreements, shall have the following meanings:
- **2.1. Bank card or a card** means a main or an additional debit/credit card. For the issuing of an additional card, on the grounds of a bank card agreement concluded between the Bank and the client, the client shall fill in a separate request form, providing the required information for the issuing of an additional card in the name of the person indicated by it authorized user. The additional card is subordinate to the main card and shall be cancelled upon cancellation of the main card issued to the customer's account into which transactions/debits on the additional card are recorded/reimbursed;
- **2.2. Bank card brand** means the brand of Visa International, Inc., Mastercard International, Inc., Discover, China UnionPay Co. Ltd or any other international card organisation/card scheme that provides cards approved for payment by the Bank. The Bank Card Brand is subdivided into sub-brands.
- 2.3 Debit card or DC means an electronic payment instrument, which entitles the authorized user for a specified period of time to perform payment transactions up to the actual amount of the available funds on the current account of the client. By use of a deposit debit card (main or additional one), only the following payment and non-payment transactions may be performed:
- deposit of BGN in cash to a client's payment account specified in the corporate deposit debit card agreement and servicing the deposit debit card at the Bank's facilities supporting the service;
- Change of PIN on ATMs in the system of BORICA AD on the territory of the Republic of Bulgaria.
- **2.4. Credit card or CC** means an electronic payment instrument which entitles the authorized user for a specified period of time to have access to a specified credit limit agreed between the Bank and the client, and respectively to access available own funds of the client (if any);
- **2.5. Client** is a legal entity, sole proprietor, a person referred to in Article 2 of the Commerce Act, or a budgetary organisation established under the laws of the Republic of Bulgaria, or a foreign legal entity.
- **2.6. Authorized user** means a local or foreign legally capable individual, who is an employee of the client by virtue of an employment or a service contract or a person who has signed a management contract with the Client:
- 2.7. Current account servicing a DC or a DCCA is a bank payment account opened and maintained with the Bank in the name of a client, individualised in a corporate debit card agreement, to which and to the balance of which the respective authorised user has access through the DC. The DCCA records the balance and the transactions made with each DC serviced by it payments and receipts from ICO, as well as fees, commissions and interest charged and/or collected thereon. The Bank shall collect ex officio from the DCCA the amounts of interest, fees, commissions and charges due to it, based on a DC Agreement and these General Terms and Conditions, by the client in connection with the opening, servicing and closing of a DC and for the transactions made therewith. The relations between the Bank and a client in relation to and in connection with the opening and closing of a DCCA shall be governed by the General Terms and Conditions of UniCredit Bulbank AD for the opening, servicing and closing of bank accounts and the Business Leader package program for legal entities and sole proprietors and for the provision of payment services.
- **2.8. Unauthorized overdraft** is the amount of the excess over the available balance on the DCCA resulting from a card transaction or fees and commissions and/or interest charged by the Bank. Any unauthorised overdraft is immediately due and payable;
- 2.9. Current account for ex-officio collection of receivables or CAECR is a bank payment account opened and maintained with the Bank in the name of a client, individualised in a Corporate CC Agreement, which the client may designate as the account from which the Bank is entitled to collect ex officio, on the due date, its due and payable claims for the minimum repayment instalment, the minimum amount due respectively and/or for all amounts payable by the client to the Bank, including, but not limited to, principal, interest, fees, commissions, other charges, as determined in terms of their legal ground and amount

in the Corporate CC Agreement and these Terms and Conditions. The relations between the Bank and a client in connection with the opening and closing of EOCCA shall be governed by the General Terms and Conditions of UniCredit Bulbank AD for opening, servicing and closing of bank accounts and package program "Business Leader" for legal entities and sole proprietors and for the provision of payment services.

- 2.10. Card account or CA means a bank payment account opened on the grounds of the corporate credit card agreement and these GTC, associated with the CC, on which the client shall be obliged to deposit the funds for repayment, until or on the Repayment date at the latest, of all utilized amounts from the credit limit and the interests, fees and commissions, penalties and other charges thereon or at least the Minimum repayment amount, or respectively the Minimum due amount. On the Card account the client may deposit also own funds in excess of the credit limit, to which only the authorized user of a main CC shall have access with the card:
- **2.11. Credit limit, Credit or CL** is the amount specified in a corporate CC agreement or the CC application, respectively, granted by the Bank as a credit to a client on the basis and subject to the terms of a corporate CC agreement and these Terms and Conditions, which an authorised user may access and use through the CC during the client payment period:
- 2.12. Term of the Credit limit means the final deadline set in the corporate credit card agreement, until which the CL may be used and revolve with the repayment of the used credit limit and after the expiry of which, the commitment of the Bank to provide uncommitted amounts under the credit limit shall be terminated.
- **2.13. Client payments period or CPP** is the period from the first to the last day (inclusive) of each calendar month during the term of the Corporate CC Agreement during which all CC transactions and/or the accrual and/or repayment of interest, fees and commissions against the CL are booked on the card/card account. The period of client payments during the first and the last months of the Corporate CC Agreement shall be the relevant period of days falling within the term of the Corporate CC Agreement;
- **2.14. The Utilized amount, UA or Debt** means the amount of all payments and withdrawals with a CC made during a Client payments period, and the interests, fees and commissions charged thereon;
- **2.15. Minimum repayment amount or MRA** means the amount which the client has to repay within the time limits indicated in the corporate CC agreement, in order to be able to use the available CL. The amount of the Minimum repayment amount shall be determined in the corporate CC agreement;
- 2.16. Minimum due amount or MDA means the amount which the client shall have to repay if there is an overdue Minimum repayment amount and/or an Exceeded credit limit, so that the available CL can be used. The amount of the MDA as of any Date of repayment shall be estimated as the sum total of the due MRA or the actually utilized amount during the client payments period, in case it is lower than the MRA, plus the amounts of the overdue MRA (if any) and the Exceeded credit limit (if any), as well as the interests and fees charged on these amounts.
- **2.17. Debt from a previous client payments period** means a due and payable outstanding Debt formed by the Utilized amount in one client payments period, reduced with the repayments made for the same client payments period, transferable to a next client payments period;
- 2.18. Exceeded credit limit means the amount in excess of the agreed credit limit as a result of a performed transaction with the card or fees and commissions and/or interests charged by the Bank on the card account. The used Exceeded credit limit shall be immediately due and payable;
- **2.19. Grace period or GP** means the period from the date of a transaction with a CC in one client payments period until the 15th day of the month following the client payments period.
- **2.20. Date of repayment or DR** means the date until or on which from the CA/CAECRthe debt (partial or full) on the card is repaid. The date of repayment shall be every 15th (fifteenth) day of the calendar month or the last day of the grace period following the client payments period or the first next business day, in case the last day of the grace period is a non-business day. On this date, at the latest, the client shall provide funds for covering the utilized amounts or at least the MRA, or respectively the MDA.
- **2.21. Interest for utilized amount** means a monthly interest rate, charged on the utilized credit limit, with an amount indicated in the corporate credit card agreement;
- **2.22. Fee for the administration of unpaid debts** in due time is the fee paid by the client in cases where the client fails to repay the minimum repayment instalment/minimum amount due on or before the due date, determined in the Tariff of UniCredit Bulbank AD of the fees and commissions for legal entities and sole proprietors, applicable at the time of collection of the fee. The fee for the administration of debts not paid on time is due and payable on the terms and within the periods set out in the CC agreement.
- **2.23. Monthly statement** means a document issued by the Bank, containing information about all transactions made with the card(s) during the respective period from the funds available on the CAECR, or respectively from the Credit Limit in the CC and/or own funds. The monthly statement for CC includes information also about the MRA, respectively MDA, payable by the client and the term for its payment, as well as the total amount payable in connection with the card:
- 2.24. International Card Organisations (ICOs) Legal entities managing card brands.
- **2.25. Personal identification number (PIN)** an authentication code provided in paper format by the Bank to the Authorized User of the card to be used for activation of the card or for performing payment/reference type or non-payment operations with the card.
- **2.25.1. Electronic Personal Identification Number (E-PIN)** an encrypted activation code provided by the Bank to the authorized user of the card through the Bank's electronic channel for the Bulbank Mobile service, and used for payment/reference type operations with the card (provided only to customers of

the Bank who use the Bulbank Mobile service).

- **2.26. Tariff** means the applicable Tariff for the fees and commissions of UniCredit Bulbank AD for Legal Entities and Sole Properietors.
- **2.27. Off-line payment mode** payment by a bank card on a POS terminal device upon which information is not sent for authorization to the authorization system of the card issuing bank.
- **2.28. On-line payment mode** payment by a bank card on a POS terminal device upon which information is sent for authorization to the authorization system of the card issuing bank.
- **2.29. Contactless payment** a payment where, without inserting/swiping the card into/through a POS terminal, the card is brought within 2-3 cm to the designated place marked with a special symbol on the POS terminal or the contactless reader connected to it or an ATM, marked with the PayPass or payWave logo, supporting this type of data transfer. The payment takes place after entering the amount of the purchase in a POS terminal and an invitation by the seller to the authorised card user to approach and hold the card until the successful execution of the payment with a sound and light signal is visible on the screen of the POS terminal:
- 2.30. Contact payment a payment where the bank card is swiped through a magnetic stripe reader or is inserted in a chip reader of a POS terminal or an ATM.
- 2.31. Dynamic password for online payment it provides for strong customer authentication of the Authorized User for online payment, according to Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication. It represents a series of symbols, which is used for authentication of the authorized user and for confirmation of an online payment on a merchant's website participating in the programmes Visa Secure and Mastercard Identity Check. The dynamic password is a one-time password, non-replicable and valid for a particular transaction with a particular merchant. The dynamic password is provided and accessed through the services for online banking of the Bank, Bulbank Online and Bulbank Mobile, and is used personally by the authorized user of the card. The dynamic password contains information for the transaction which requires confirmation (receiver and amount).
- **2.32. Near Field Communication (NFC)** A technology in which through a hardware (a chip), present in a mobile device, a high-speed data transfer is done from a mobile device to another device, which is in close proximity (from 4 to 10 cm). NFC provides a possibility for contactless payments/withdrawals with bank cards and/or mobile devices that support this technology.
- **2.33. Contactless payment/withdrawal with a mobile device** making a payment/withdrawal at a contactless ATM or a POS terminal device supporting the service, through a mobile device with a NFC functionality.
- **2.34. Digital Wallet** an integrated functionality of the e-banking service of the Bank, Bulbank Mobile, by which a bank card is added/digitalized in a digital wallet or an application for a mobile device, providing a possibility for adding/digitalizing a bank card in a digital wallet.
- 2.35. Digitalization The process of adding a bank card by its authorized user to the service for payment/withdrawal with a mobile device in a digital wallet.
- **2.36.** Digitalized Card A bank card, which is included by its authorized user in a digital wallet through the service for electronic banking of the Bank, Bulbank Mobile, or added into a digital wallet maintained by another payment services provider.
- 2.37. Sanctions shall mean all laws and regulations, restrictive measures for implementation of economic, financial or commercial sanctions or other sanctions, which are introduced, applied, administered, imposed, enforced or publicly notified by:
- (a) The United Nations (UN);
- (b) The European Union:
- (c) The United States of America (USA);
- (d) United Kingdom/Italy/Federal Republic of Germany;
- (e) the government, any official institution, body and/or agency of each person listed in letters a) to d) above; and/or
- (f) any other government, official institution, body and/or agency with a jurisdiction over any party to an agreement and/or its related persons.
- 2.38. Sanctioned country shall mean every country or territory that is or whose management is subject to sanctions, generally for the country or for the whole territory.
- 2.39. Sanctioned person means a person that is subject to sanctions or is owned or controlled by another sanctioned person.
- **2.40. A "group"** is a group of undertakings, consisting of a parent company, its subsidiary companies and the legal entities in which the parent company or its subsidiary companies hold a participation, as well as the companies related to each other under the meaning of Art. 22 of Directive 2013/34/EU of the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, amending Directive 2006/43/EC of the European Parliament and of the Council and repealing Council Directives 78/660/EEC and 83/349/EEC (OB, L 182/19 of 29 June 2013).
- **2.41. Embargo** A legislative measure by means of which one country (a unilateral embargo) or a group of countries/international organizations (a multilateral embargo) limit or stop their economic, financial and trade activities with an entity. Embargo may refer to legal entities, natural persons or countries.

#### III. ISSUING AND USE OF THE CARD

- 3. The Bank shall issue a main or an additional bank card(s) to an authorised user based on a written application in the Bank's form submitted by the client and the submission of documents and information requested by the Bank. The Bank shall issue a card in accordance with the legislation in force in the Republic of Bulgaria and its internal regulations, these General Terms and Conditions, the Tariff, the client's application for issuance of a card and the specific card agreement. The number of cards that may be issued/reissued to a single client/authorised user shall be determined by the Bank.
- **3A.** The brand under which a bank card is issued/reissued shall be determined by the Bank
- **3A.1.** The Bank shall have the right to reissue a bank card with a brand different from the brand of the reissued bank card, including before the expiry of the card. The reissued card shall have a new number, expiry date and initial PIN/E-PIN.
- 3.1. The Bank shall issue an additional card/s after a request from the client provided that the following additional terms and conditions are met:
- 3.1.1. There should be a signed agreement for the bank card between the Bank and the client;
- **3.1.2.** The client should have filled in and submitted a request for issuing of a card in format set out by the Bank, with the necessary details for issuing of an additional card, including but not limited to, the client should have indicated daily and weekly transactional limits for withdrawals and payments with the additional card which shall not exceed those indicated for the main card, and in the case of an additional CC also the part of the credit limit which can be used with the use of the additional CC.
- **3.1.2.1.** Upon submission of a request for issuing of an additional deposit debit card, only the details relevant to this type of card shall be indicated.
- 3.2. The issuing and use of a card (main or additional one) shall be entirely at the risk and responsibility of the client.
- 3.3. The Bank shall make a decision on the request of the client and shall not be obliged to justify its refusal for issuing of a card.
- **3.4.** The application for issuance of a card (main or additional), as well as the bank card agreement, shall be signed by the client's legal representative(s) or its attorney duly authorised by a power of attorney which is notarised or is equivalent to a notarised power of attorney.
- 3.5. The validity period of the card is written on it and expires at 24:00h on the last day of the month written on the card.
- **3.6.** The card shall be issued/reissued by the Bank within 5 business days from the date of submission of the application for its issuance/reissuance/determination of the amount of the credit limit on the card. At the client's request, there may be an express issuance of a card within 48 hours from the date of the application for issuance/reissuance of the card/determination of the amount of the credit limit on the card. For express service, the client shall pay a fee as per the Tariff. There is no express issuance/reissuance of a card with an E-PIN.
- **3.7**. The card is property of the Bank and shall be returned to the Bank within 30 days after its expiry or on the date of the notification by the client for early termination of the bank card agreement.
- **3.8.** The Bank shall hand over the issued card and the PIN in paper form to the authorised card user in person or to the client acting through their legal representative(s) or through a person duly authorised to do so by the client's legal representative(s) with a power of attorney with signature certification executed in due order.
- **3.9.** The initial paper-based PIN serves only for activating the card by its authorized user at an ATM.
- 3.10. Receiving of card and PIN/E-PIN:
- **3.10.1.** AT a branch of the Bank the authorised card user or the client acting through their legal representative(s) or through a person duly authorised to do so by the client's legal representative(s) with a power of attorney with signature certification executed in due order, shall receive the card and the initial PIN in paper form at a branch of the Bank after signing the Bank card receipt statement. The authorised user shall change the initial PIN at an ATM with the logo of BORIKA AD, which activates the card, and then shall destroy the envelope in which the initial PIN was received from the Bank. The card must be activated within six months of its receipt. Where the card is not activated within the aforesaid six month period, a new Bank Card Application Form must be submitted.
- **3.10.2.** To an address specified by the authorized user the service is available only if the authorized user uses also the Bulbank Mobile service. The Bank issues the card with delivery to an address with an E-PIN. The card is delivered by courier to the authorized user in the manner agreed between the Bank and the courier. At the time of delivery of the shipment, it should be intact and with no signs of damage to the original packaging. In case the packaging is damaged (there are signs of opening, if it has been torn or if there are other such external signs that compromise the integrity of the shipment), the authorized user must not accept the shipment and must not extract the E-PIN to activate the card. If the authorized user cannot be found by the courier at the specified address, this shall be recorded by the courier and the card shall be redirected to the Bank and it can be received only in a branch of the Bank. In case the card is redirected to a new address, the courier will charge an additional fee to the authorized user. Change of the address for delivery of the card is possible before or on the date of delivery through the online platform of the courier or by a phone call. When the card is issued with an E-PIN, the authorized user may perform operations after its activation through the Bulbank Mobile service, which should be done within three months of receipt of the card. After activation of the card with an E-PIN, the E-PIN can be changed with a PIN at an ATM with the logo of BORICA AD. In case the card is not activated within the above-mentioned three-month period, a new request for issuing a bank card has to be submitted. Upon delivery of a Card to an address specified by an Authorised User, the Customer must pay a fee where provided for in the Tariff.
- **3.10.2.1.** The Bank shall have the right to refuse the delivery of a card to the address specified by the authorised user.

- 3.10.3. The authorized user shall not disclose the PIN/E-PIN to anyone, shall not record it on the card or on any items kept together with the card and shall take every possible measure to prevent any third parties from becoming aware of it, including at the time of entering it on the keyboard of an ATM or a POS terminal device, including through a third party accessing his/her profile in Bulbank Mobile. Upon each subsequent reissuing of a card, the authorized user shall change the PIN provided in paper form by the Bank together with the reissued card at an ATM with the logo of BORICA AD, by which the card will be activated. When the card is reissued with an E-PIN, the authorized user may perform operations after its activation through the Bulbank Mobile service, which should be done within three months of receipt of the card. After activation of the card with an E-PIN, the E-PIN can be changed with a PIN at an ATM with the logo of BORICA AD. In case the card is not activated within the above-mentioned three-month period, a new request for issuing a bank card has to be submitted.
- **3.11.** Immediately after the receipt of the card and the PIN/E-PIN, the authorized user/client shall undertake to protect the card and the secrecy of the received information relating to its use.
- **3.12.** The Bank may unilaterally and automatically, at its own discretion, reissue for a new term a card whose term has expired. The new card can be received as per the procedure of item 3.8, after the tenth day of the month in which the old card expires. The Bank shall not reissue unilaterally and automatically a debit card if in the last 12 (twelve) months no financial transaction has been booked on this card.
- **3.13**. A card that is issued but not claimed within a period of 3 (three) months shall be destroyed by the Bank. A card that is reissued but not claimed within 6 (six) months, shall be destroyed by the Bank.
- **3.14.** On receipt of a new card, the authorised user/customer acting through his/her legal representative(s) or through a person duly authorised to do so by the customer's legal representative(s) on the basis of a duly executed power of attorney certifying the relevant signature(s) shall return the old card to the Bank to be destroyed in his/her presence for which a protocol in the prescribed form shall be completed and signed.
- 3.15. The Bank may reissue a card prior to its expiry at the customer's expense and upon application by the latter, in the event of:
- **3.15.1**. the card is lost/stolen:
- **3.15.2**. an error in card details through no fault of the Bank
- **3.15.3**. the authorised user changes his/her name;
- 3.15.4. the card is retained by an ATM (in case of technical failure of the ATM or mechanical damage to the card).
- **3.16.** At the request of the client, the Bank shall issue only a new PIN to an active debit card in case of a forgotten PIN, without need to reissue the card, and the client shall pay a fee as per the current Tariff of UniCredit Bulbank AD.
- **3.16.1**. If the Authorised User of an active Debit Card forgets his/her original E-PIN, the Authorised User has the option of retrieving the original E-PIN through Bulbank Mobile, but not more than thirty (30) times and within thirty (30) days from card activation. Following expiry of the E-PIN preview period and in the event that the Authorised User has forgotten his/her E-PIN, the Bank will issue a new paper PIN based on a submitted PIN Reissue Application without issuing a new card, or will issue a new card and PIN and close the old card, on the basis of a new Card and PIN Issuance Application, for which the Customer must pay a fee in accordance with the applicable Tariff.
- 3.17. Where the authorized user of an active credit card forgets the relevant PIN/E-PIN, the Bank shall reissue the card with a new PIN/E-PIN for the same validity period, on the basis of a card reissue application, for which the customer shall pay a fee in accordance with the current Tariff. The e-PIN for the reissued card shall be provided by the Bank to the authorized user through the electronic channel for the 'Bulbank Mobile' service. The authorized user/customer acting through his/her legal representative(s) or through a person duly authorized to do so by the customer's legal representative(s) on the basis of a duly executed a power of attorney certifying the relevant signatures, shall return the old card to the Bank to be destroyed in his/her presence, and shall sign the protocol for receipt of the new bank card.
- **3.18.** Where the authorized user of an inactive debit/credit card forgets the relevant PIN/E-PIN, the Bank shall issue him/her a new card and a new PIN on the basis of a card and PIN reissue application, for which the customer shall pay a fee in accordance with the applicable Tariff. The authorized user/customer acting through his/her legal representative(s) or through a person duly authorized to do so by the customer's legal representative(s) on the basis of a duly executed a power of attorney certifying the relevant signatures, shall return the old card to the Bank to be destroyed in his/her presence, and shall sign the protocol for receipt of the new bank card.
- 3.19. The card can be used on the territory of the Republic of Bulgaria as well as abroad. The Bank shall not be held liable for transactions concluded with the use of the card.
- **3.20**. With the card, the authorized user can perform the following payment transactions in locations and on devices marked with the commercial signs of brand of Visa, Mastercard or other brands of payment and pre-paid cards approved by the Bank:
- **3.20.1**. Cash withdrawal from an ATM The maximum cash amount and currency, which can be withdrawn from an ATM, shall be determined by the banks which manage the devices and the card limits;
- **3.20.2.** Withdrawal of cash on hand in a bank through an electronic terminal or other type of mechanical device for processing card payments (imprinter). The withdrawal of cash on hand in a bank through an imprinter shall not apply to debit cards with the brand of Visa Electron;
- **3.20.3.** Payment for goods and services in merchant outlets at a POS terminal and/or other type of mechanical device imprinter. The payment for goods and services via imprinter shall not apply to debit cards with the brand of Visa Electron;

- **3.20.4.** A contactless payment at a POS terminal in the merchant outlets in the country and abroad, marked with the sign of the service.
- **3.20.5.** When the contactless payment exceeds the limit approved by the ICO for the relevant country, the order shall be executed either in a contactless manner in an on-line mode or in a contact manner according to the requirements valid in the specific country. For both options, the payment shall be made up to the standard limits set in the relevant Tariff and after the PIN is entered.
- **3.20.6.** Contactless payment/withdrawal with a mobile device with a digitalized bank card in a digital wallet
- **3.20.7.** Payment of bills on ATMs with the logo of BORICA AD;
- 3.20.8. Payment via a POS terminal device at a merchant outlet with cashback with Visa Electron, Visa cards at merchant outlets on the territory of Bulgaria;
- **3.20.9** Payment for goods and services on the Internet, rent-a-car services, hotel reservations, etc., without the physical presence of the authorized user or through providing the card details by fax, telephone or via other telecommunication channel;
- **3.20.10.** Periodic payments, subscription payments, repeated operations with payment cards, including by order of the receiver of the payment.
- **3.20.11.** Cash deposit into the account servicing the card at the Bank's facilities supporting the service. The deposit shall be immediately reflected in the account of the card with which the transaction is made. The deposit may be made only in BGN; the device processes denominations of BGN 5, BGN 10, BGN 20, BGN 50 and BGN 100, and the maximum number of denominations per transaction depends on device capacity. In the case of a deposit into a foreign currency account, the current 'retail sale' rate at the time of posting shall apply;
- **3.20.12.** Payment of goods/services on the Internet through a digitized bank card in a digital wallet.
- **3.21.** With the card, the authorized user can perform the following checks and non-payment:
- 3.21.1. Change of PIN via ATMs on the territory of the country with the logo of BORICA AD.
- **3.21.2.** Information about the available balance on the account via ATMs on the territory of the country and for cards with the brand of Visa on devices all over the world, if the foreign operator is certified for this service.
- **3.21.3**. Information for the last 5 transactions only via ATMs in the Republic of Bulgaria;
- **3.22.** The Bank shall have the right to limit or extend the scope of the card transactions and the conditions for their execution based on changes in the applicable legislation, the rules and procedures of ICO, security considerations or improvements in the relevant service, notifying the client and the authorised users of the changes made in accordance with the procedure set out in these General Terms and Conditions.
- **3.23.** Upon execution of transactions with the card, each of the following actions shall be a valid means of identification of the authorized user and shall serve as evidence of the consent for making the payment with the card:
- **3.23.1**. By entering the PIN for ATM or POS operations, when reading the chip (the magnetic stripe) of the bank card; During the execution of the contactless payment, the PIN shall be entered when the amount of the payment is above a limit approved by the International Card Organization and the Bank for the respective country.
- **3.23.2.** With a signature on a receipt/ entered PIN, a signature on an invoice and a valid identity document for cash-on-hand withdrawals in a bank, exchange bureau or for transactions in casinos;
- **3.23.3.** Personally inserting the card into the terminal device when using self-service terminal devices;
- 3.23.4. Presenting an identity document after an explicit request by the merchant upon a transaction at a POS terminal;
- **3.23.5.** Upon entering and/or registration of card details online by the authorized user card number, validity of the card, CW2/CVC2 code (the three digits printed on the reverse side of the card following the last 4 digits of the number of the card), and a dynamic password for online payment for online and other transactions without the physical presence of the card and the authorized user;
- **3.23.6.** Through use of his/her biometric data for transactions with digital wallets;
- **3.24.** The above specified methods shall have the effect of a legally valid means of identification of the authorized user and shall serve as evidence of consent for making the payment with the card;
- 3.25. The Bank shall not be held responsible 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;
- **3.26.** If the authorized user enters a wrong PIN three consecutive times on the keyboard of an ATM, the card may be withheld by the ATM or returned, but its subsequent use may be automatically blocked. The unblocking of the card shall be done based on an unblocking request completed personally by the authorized user or the client, and submitted to a branch of the Bank or by calling the Call Centre.
- 3.27. If due to technical or other reasons the card is withheld by an ATM, it shall be reissued with a new PIN.
- **3.28.** When a payment is made in a currency other than the currency of the card, the amount of the payment shall be converted into a settlement amount according to the foreign exchange rate of the International card organizations applicable on the settlement date. The DCCA/CC is debited at the Bank's relevant sell exchange rate applicable on the day of booking the particular transaction, which serves as a reference exchange rate. The currency of the settlement amount is EUR.
- 3.29. The Tariff defines the limits and the terms and conditions for issuance and servicing of payments with CC, or respectively DC.

- **3.30.** The customer shall pay the Bank the relevant fees and commissions in accordance with the Tariff for card issuance and servicing and for the operations carried out with card, unless otherwise agreed with the customer. Upon termination of the Bank Card Agreement, the Customer shall pay all fees charged periodically for payment services carried out via bank cards, in proportion to the elapsed term of the Agreement. Where such fees have been paid in advance, they shall be refunded in proportion to the elapsed period.
- **3.31**. In case of death of the authorized user, his/her heirs/the client shall notify the Bank and return the card.
- **3.32.** The Bank shall not be held responsible for any payments made in compliance with the established procedure until the moment it receives a written notification accompanied by the relevant document for the death of the authorized user.
- 3.33. When a cancellation application is submitted for a Main Card, all additional cards subordinate to such Main Card shall also be cancelled.
- **3.34.** Upon card cancellation, the customer shall be liable for any fees and commissions for transactions made with the card and/or due for the card itself up to the cancellation date.

## IV. ACTIONS IN CASE OF A STOLEN / LOST CARD

- **4.** In case of loss or theft of the card and/or the mobile device with an installed digital wallet, as well as in the cases referred in Section V, item 5.1.1, the Authorized user and/or the Client shall:
- 4.1. Notify the Bank immediately by contacting the Bank's Call Center in one of the specified ways available 24 hours a day all year round:
  - Telephone number: 15212 for Bulgarian mobile operators or +359 29337212 for landlines; E-mail: CallCentre@UniCreditGroup.bg
  - Visit a bank branch and submit a card unblocking request form.
- **4.2.** When the authorized user is abroad, the authorized user/ the client can directly contact Visa/ Mastercard on the telephones for free access to the Global Client Assistance System for VISA cardholders (Global Client Assistance Service GCAS) and Mastercard (Mastercard Global Service), indicated on the website of the relevant international card organization. The client/ the authorized user shall also be obliged to notify the Bank immediately.
- 4.3. For the theft/loss of the card, the client/ the authorized user shall notify the local police authority, which shall provide to him/her a document for the incident.
- **4.4.** Within a 5 (five)-day period after making the notification, the authorized user/the client shall submit to the Bank a written request for blocking the card, including a description of the incident. If the client/ the authorized user is abroad or for any other reason cannot personally come to the Bank, he/she can send a free-form request describing the incident to the e-mail specified above.

#### V. BLOCKING AND SUBSEQUENT UNBLOCKING OF A CARD

- **5.1**. The Bank shall be entitled to block the card in the following cases:
- **5.1.1.** A received notification from the client, the authorized user or other person by phone or e-mail in case of loss, theft, misappropriation in any other way, forgery or any other illegal use of the card, followed by a written request for blocking, unblocking, redirecting of the card, submitted by the authorized user or the client to the Bank, no later than 5 (five) days of the date of the notification:
- 5.1.2. Breach of the DC agreement, or the CC agreement respectively, and/or the GTC on the part of the client/ the authorized user;
- **5.1.3**. In case of failure to repay on the maturity date due and payable amounts based on the CC agreement / the DC agreement and/or of these GTC;
- **5.1.4.** A received message for distraint on the accounts of the client, imposed by the competent authorities and parties;
- **5.1.5**. In case the Bank has any doubt about unauthorized/ non-permitted use of the card including in case of reliable information about death of authorized user of the card;
- **5.1.6.** By order of the client;
- **5.1.7.** Out of security considerations regarding the card:
- **5.1.8**. Use or suspected use of the card with a fraudulent purpose;
- **5.1.9**. In case of a significantly increased risk that the client might be unable to fulfill its obligations for payment of amounts payable to the Bank, related to the use of the card:
- **5.1.10**. Other regulatory or contractual grounds.
- **5.2**. The Bank shall activate the card in the following cases:
- **5.2.1.** A received request from the client for activation of the card, which has been blocked on the grounds of item 5.1.6;
- **5.2.2.** After the full and complete repayment of the due amounts, if the card was blocked on the grounds of item 5.1.3;
- **5.2.3.** Where the underlying reason for card blocking has ceased to exist, except in cases where the card is to be reissued with a new number.

# VI. RIGHTS AND OBLIGATIONS OF THE CLIENT AND THE AUTHORIZED USER IN CONNECTION WITH THE ISSUING AND USE OF A CARD

- **6.1**. The authorized user shall undertake to:
- **6.1.1.** Use the card and/or the mobile device with an installed digital wallet in a way and according to the rules set forth in the effective legislation, the DC agreement, or the CC agreement respectively, these GTC and the rules of the International Card Organizations and shall not allow any use of the card for

payments in connection with goods and services whose purchase and use is forbidden by a law, regulation or other instrument issued by a competent authority in the country where the card is used;

- **6.1.2.** After receiving the card, he/she shall activate his/her card personally by changing the initial PIN received from the Bank, while taking all reasonable measures to protect the personalized security credentials, including the PIN and the dynamic password for online payment, including not to record any information about the said features on the card and shall not keep such information together with the card:
- **6.1.2.1.** When the card is used to make online payments for goods and services, the authorized user shall protect the card information, incl. the card details by taking every possible measure to prevent their disclosure to unauthorized persons, including when entering them at the time of performing a transaction and to prevent any kind of access or use of the card by third parties, including registering the provided Visa and/or Mastercard for the "Secure Online Payments" service via the electronic banking channels provided by the Bank;
- 6.1.3. Use the card/digitized card only personally and in compliance with the terms and conditions for its issuance and use;
- **6.1.4.** Act with due care and in good faith as required by the legislation in order to keep the card and/or the mobile device with an installed digital wallet intact and safe, to take all necessary measures for preventing its loss, destruction or damage and its misappropriation, to keep it safe from mechanical damages, as well as from any magnetic and electro-magnetic interferences.
- **6.1.4.1.** Not to provide the card, the card details and the personalized security credentials for use by an unauthorized person;
- **6.1.4.2.** Notify the Bank or a person authorized by it in case of loss, theft, misappropriation or unauthorized use of the card and/or the mobile device with an installed digital wallet immediately after he/she became aware of that.
- **6.1.5**. When making payments with the use of the card and/or the mobile device with an installed digital wallet, the authorized user shall identify himself/herself in a merchant outlet or at the Bank upon request;
- **6.1.6.** To return the card to the Bank within 30 days from the date of occurrence of any of the events under clause 3.7, and in each of the cases under clauses 3.15.2 and 3.15.3 upon receipt of the new card and PIN. The card shall be destroyed in the presence of the authorised user/customer acting through his/her legal representative(s) or through a person duly authorised to do so by the customer's legal representative(s) on the basis of a duly executed power of attorney certifying the relevant signatures.
- **6.1.7.** Inform the Bank immediately by telephone/e-mail, indicated in item 4.1 in case of destruction, loss, theft, misappropriation in any other way, forgery or occurrence of circumstances which create an opportunity for use of the card and/or the mobile device with an installed digital wallet in any illegal way, and within 5 (five) days of the date of such notification, the authorized user shall submit to the Bank a written request for blocking of the card with a description of the incident:
- **6.1.8**. To keep for reference the receipts for the transactions performed with the card for at least 45 calendar days of the date of the transaction. In case of any suspected discrepancies, the authorized user and/or the client shall be obliged to inform the Bank immediately in writing by completing a standard Claim form;
- **6.1.9.** In case of occurred claims related to transactions performed with the card and submitting of a form for a disputed payment to a branch of the Bank or via the electronic channels provided by the Bank, the authorized user, the client respectively, shall be obliged to provide all the documents requested by the Bank in relation to the payment and the objections against its performing;
- **6.1.10.** The client/the authorized user shall undertake to provide any available documentation in relation to a transaction disputed by him/her, including the completed complaint form as well as any additional information at the request of the Bank.
- **6.1.11.** The client/the authorized user shall accept the statements provided to him/her by the Bank and other documents from the system operator, ICO, etc. as sufficient evidence for performing the transaction and the circumstances related to its execution;
- **6.2.** The authorized user shall be entitled to perform the transactions referred in item 3.20 and 3.21 of these GTC.
- **6.3.** The client shall be obliged to:
- **6.3.1.** Monitor and to be responsible together with the authorized user for the accurate and timely fulfillment of the obligations of the authorized user, arising from the DC agreement, respectively the CC agreement and these GTC, the rules of the ICO and the requirements of the effective legislation;
- **6.3.2.** Inform the Bank immediately of any occurred changes in the personal data of the authorized user and/or the identification data of the client, indicated by the latter in the request for issuing of a card. If the client fails to notify the Bank about a change regarding its mailing address, all letters/ notifications/ messages from the Bank shall be considered duly served to the address specified in the request.
- **6.3.3**. Monitor and to be responsible for the fulfillment of the obligations of the authorized user, established in item 6.1.7 and item 6.1.8 and/or personally to take the actions referred in the said clauses:
- **6.3.4.** Pay all costs related to the issuing and use of the card and the performing of transactions with it;
- **6.3.5**. Provide to the Bank the required information and documents, in fulfillment of the conditions of the DC agreement, respectively the CC agreement and these GTC:
- **6.3.6.** Inform the Bank immediately in case of not receiving the his/her monthly statement for a card as agreed with the Bank;
- 6.3.7. In case the client has requested to receive a monthly statement by e-mail, the client shall undertake the following:

- **6.3.7.1.** Take every possible action in order to ensure unobstructed receipt of the electronic messages containing attached statements to the specified e-mail address. The Bank shall not be held responsible in case it has sent in good faith statements to the e-mail address indicated by the client, which cannot be accessed for technical reasons and/or due to a deliberate action or gross negligence of the client.
- **6.3.7.2.** Notify the Bank on time and in writing or contact the Call Center of the Bank in case of any change regarding the e-mail onto which he/she wishes to receive the monthly statements. The Bank shall not be held responsible for any unreceived monthly statements until the day of receipt of a written notification about occurred changes or circumstances related to the previous statement.
- **6.3.7.3**. Take all actions necessary in order not to allow unauthorized access to the information about the card and/or the mobile device with an installed digital wallet and the movements on the DCCA, or the credit card current account respectively, contained in the monthly statement, sent to an electronic address. The risk and the consequences of any such unauthorized access shall be borne by the client In case the statement exceeds 5 MB, the way of receiving it shall be further specified with the Bank;
- 6.3a. The term for dispute against the information contained in the monthly statement received by e-mail shall start from the time when the Bank's systems register information that the e-mail containing an attached monthly statement has reached the e-mail address specified by the client, to which address it was sent:
- **6.3b.** The client shall bear the losses related to unauthorized payment transactions arising from the use of a lost, stolen or misappropriated bank card up to a limit not exceeding BGN 100 (one hundred Bulgarian lev).
- **6.3c.** The client shall bear all losses related to unauthorized payment transactions if the client/authorized user has caused them by fraud, deliberate action or gross negligence, default on one or more of the following obligations:
- **6.3c.1.** To use the card only personally and in compliance with the terms and conditions for its issuing and use;
- **6.3c.2.** To notify the Bank or a person authorized by it in case of loss, theft, misappropriation or unauthorized use of the card immediately after he/she became aware of that.
- **6.3c.3.** After receiving the card, to take all reasonable measures to protect his/her personalized security credentials, incl. not to record any information about the said security credentials on the card and not to keep any information together with the card;
- **6.3d.** In the cases referred in item 6.3.c., the client shall bear the damages irrespective of their amount.
- **6.4**. The client shall be entitled to:
- **6.4.1**. Receive regularly, with the monthly statement for CC, as well as for DC, if he/she explicitly has requested so, on an ongoing basis upon request, information about the servicing and transactions with a DC issued after his/her request;
- **6.4.2**. Request reissuing of the card by completing a Request in the cases referred in item 3.15:
- **6.4.3**. Request that the Bank blocks the card;
- 6.4.4. Terminate the DC agreement, or the CC agreement respectively, on the grounds and under the terms established therein and in these GTC;
- 6.4.5. Request additional cards to be issued and to set daily and weekly limits for use of the additional card/s, not exceeding the limit of the main card.
- **6.4.6.** Refuse the reissuing of a card under the conditions referred in item 3.12, by a written notification in free-text form, sent to the Bank at least 2 (two) months prior to the expiry date of the card.
- **6.4.7.** The authorised user shall have the right to:
- **6.4.7.1.** To digitalize a bank card issued in his/her name, in a digital wallet, through the service of the Bank for electronic banking, Bulbank Mobile, when the Bank has provided such possibility for the relevant brand of bank card.
- **6.4.7.2.** To digitalize a bank card issued in his/her name, in a digital wallet, maintained by another payment services provider, when the Bank has provided such possibility for the relevant brand of bank card.
- **6.4.7.3.** To make contactless payments/withdrawals with his/her mobile device with an installed digital wallet.
- **6.4.7.4.** To add, modify or remove a card from the digital wallet.
- **6.5.** The client shall be entitled to request from the Bank the recovery of the total amount of an already executed and authorized payment transaction when it is ordered by or through the receiver and provided the following requirements are met:
- a. at the time when authorization was given to execute the payment transaction, its exact amount was not indicated, and
- **b.** the amount of the payment transaction exceeds the amount anticipated by the client, considering his/her previous expenses for such transactions, the terms and conditions of the framework agreement and other circumstances that are specific for the case.
- **6.5.1.** The request for the recovery of funds pursuant to item 6.5 shall be made by the client within 56 days of the date on which his/her account is debited. The client shall present to the Bank evidence about the presence of the conditions referred in item 6.5.
- **6.5.2.** Within 10 (ten) working days of the date of receipt of the request, the Bank shall recover to the Client the total amount of the payment transaction or reject such recovery by indicating the reasons for the rejection and the authorities to which the Client can refer for dispute in case he/she does not accept the presented reasons for the rejection;
- **6.5.3.** Such recovery shall include the total amount of the executed payment transaction, whereas the value date for crediting the payment account of the client shall be no later than the date on which the account was debited for the amount of the payment transaction.

- **6.5.4.** For the purposes referred in item 6.5, b. letter "a", the client may not refer to reasons related to a performed currency exchange transaction where the reference exchange rate agreed with the Bank has been applied.
- **6.5.5.** The client shall not be entitled to the recovery referred under item 6.5 in case he/she has provided consent directly to the Bank for the payment transaction to be executed and, where applicable, the Bank or the receiver have submitted or have made available to the Client information about the upcoming payment transaction in the agreed manner at least 28 (twenty-eight) days prior to the date of execution of the payment transaction.
- **6.6.** The client declares that he/she has been informed and accepts that the Bank is obliged to comply and complies with the sanctions, embargo or any other financial and economic restrictions, and therefore confirms that:
- **6.6.1.** The amounts received from financing or other services provided from the Bank to the client will not be used for any purposes that could lead to a breach of the sanctions on the part of the Bank;
- **6.6.2.** The provided credit limit will not be related to activities that are subject to sanctions by the European Union (EU) and/or the United States of America, related to Russia, Crimea and Sevastopol, including certain territories, based on Council Decision (CFSP) 2022/1908 amending Decision (CFSP) 2022/266 of 06.10.2022;
- **6.6.3.** He/she is not represented by a blocked person (a natural person or a legal entity that is subject to sanctions, including but not limited to a natural person or a legal entity) and that no agreement between the Bank and the client at the time of its signing has been signed by a blocked person;
- **6.6.4.** The financing amounts provided by the Bank to the client will not be used for payments or providing benefits received directly or indirectly by a blocked person.
- **6.6.5.** He/she has received or will receive without undue delay all authorizations that are required according to Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, amended by Council Regulation (EU) No 960/2014, amended by Council Regulation (EU) 1290/2014, as well as Council Regulation (EU) 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items, and in accordance with the consecutive Council Regulations issued by the EU in this regard;
- 6.6.7. He/she has fulfilled or will fulfill without undue delay all obligations that are required for registration in accordance with Council Regulation (EU) 692/2014 concerning restrictions on the import into the Union of goods originating in Crimea or Sevastopol, amended by Council Regulation (EU) 825/2014, amended by Council Regulation (EU) 1351/2014, as well as in accordance with the consecutive Council Regulations issued by the EU in this regard;
- **6.6.8.** He/she has adopted the relevant preventive measures in order to prevent a breach of the Sanctions, and more specifically through internal technical or organizational measures and/or measures regarding the personnel;
- **6.6.9.** He/she is aware that neither party to the agreement for a bank card, and to the best of his/her knowledge none of the members of the Group or their managers or employees are currently subject to sanctions, and are not a sanctioned person or in breach of the sanctions;
- **6.6.10.** The credit card and/or proceeds related to it will not be used or lent, directly or indirectly, in any way whatsoever directly through a subsidiary company or in association with a third party, for financing of a prohibited activity or an activity of or with any person, or in any country or territory that during such financing is a sanctioned person or a sanctioned country, or in another way, which could lead to a breach of the sanctions by any person;
- **6.6.11.** He/she does not maintain any business relationship with a person/s from a sanctioned country.

#### VII. RIGHTS AND OBLIGATIONS OF THE BANK IN CONNECTION WITH THE ISSUING AND USE OF A CARD

- **7.1**. The Bank shall be oblided to:
- **7.1.1.** Issue the card and deliver it to the authorised card user or to the client acting through its legal representative(s) or through a person duly authorised to do so by the client's legal representative(s) with a power of attorney with certification of signature(s) executed in due order, at a branch of the Bank, together with the PIN in paper form, or deliver it by courier and ensure the sending of the E-PIN through Bulbank Mobile:
- **7.1.2.** Book the transactions made with the Card by following the chronological order of their receipt, excluding the cases of enforcement against the DCCA/CAECR/CA as stipulated in the legislation.
- **7.1.3.** Not to disclose the bank secrecy and to reply in writing within a 15 (fifteen)-day period to any disputes by the client or the authorized user related to transactions effected with the card:
- **7.1.4.** Provide the authorized user and the client with the possibility to give notice in case of loss, theft, misappropriation in any other way, forgery or use in any other illegal way of the card as per the terms and conditions of Section IV;
- 7.1.5. To provide/make available to the client monthly statements of bank card, once per month, in a manner agreed with the client:
- **7.1.6.** Duly notify the client of any changes to the interests, fees, commissions and limits for the issuing and maintenance of the card and the transactions with it, by publishing the relevant updated documents on the website of the Bank <a href="https://www.unicreditbulbank.bg">www.unicreditbulbank.bg</a>;
- **7.1.7.** Inform the client in case of blocking of the card except in the cases when the notification is not allowed for security reasons and/or the regulations of an applicable law.
- **7.2**. The Bank shall have the right to:
- 7.2.1. Set the limits for use of the card in terms of number of the daily and weekly payments and their amounts, and shall inform the client about it.

- 7.2.2. Collect unilaterally, as per the procedure for automatic collection of receivables, pursuant to Art. 21 of Ordinance No. 3 from 18.04.2018 of BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments and pursuant to the DC agreement, from the accounts held by the client with it, the amounts payable to the Bank for transactions with the card and/or for a utilized credit limit, as well as the amounts of interests, fees and commissions due and payable to the Bank and determined in terms of grounds and amount in the DC agreement, or the CC agreement respectively, or pursuant to the Tariff. In case the client has an account in a currency that is different from the currency of its debt to the Bank, the latter shall collect its receivable from that account based on the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the date of the transaction.
- **7.2.3.** Block the card as per the conditions of item 5.1, including in case of violation of any obligation on the part of the authorized user and/or the client under the DC agreement / the CC agreement and/or these GTC;
- **7.2.4.** Not to allow the execution of a payment transaction online on the website of a merchant participating in Visa Secure and Mastercard Identity Check programmes if the authorized user did not use a dynamic password for online payment;
- **7.2.5.** Provide any kind of information related to the use of the card, including such that is considered bank secrecy as per the Credit Institutions Act to ICO, BORICA AD and other third parties with which the Bank has relations as well as persons related to the Bank and to their advisors in relation to servicing the card:
- **7.2.6.** In case an amount of a disputed payment is refunded on the account associated with the card, both by UniCredit Bulbank AD and by the accepting bank/the merchant, the Bank shall reverse the initial transaction of refund of the amount, including when the funds available on the account associated with the card, are not sufficient and the excess amount shall be considered unauthorized overdraft/exceeded credit limit used by the Client, which shall be immediately due and payable, collected through direct debit and/or automatic collection, in accordance with the requirements and the provisions of the Law on Payment Services and Payment Systems and Ordinance No.3 of 18.04.2018 of the Bulgarian National Bank on the terms and procedure for opening payment accounts, execution of payment transactions and use of payment instruments.
- 7.2.7. In the event of a disputed payment and subsequent withdrawal of the underlying claim and/or determination that the same is unfounded, to reverse the original refund operation, including in cases where there are insufficient funds in the account servicing the card, whereby the amount of the overdraft shall be deemed to be an unauthorized overdraft/exceeded overdraft limit used by the customer, which shall be immediately due and payable, and shall be collected by direct debit and/or ex officio collection, in accordance with the requirements and subject to the terms and conditions set forth in the relevant provisions of the Payment Services and Payment Systems Act and Ordinance No. 3 of the Bulgarian National Bank of 18 April 2018 on the conditions and procedure for opening payment accounts, executing payment transactions and using payment instruments;
- **7.2.8.** To close the CADC and the debit card/s giving access to it, in the cases where:
- **7.2.8.1.** The client has not provided funds in the course of 6 (six) consecutive months to cover the monthly fee for maintenance and servicing of the account; **7.2.8.2.** Grounds have occurred for termination of the Agreement for a CADC according to the General Terms and Conditions of the Bank for Opening, Servicing and Closing Bank Accounts of Legal Entities and Sole Proprietors and for the Providing Payment Services.
- **7.2.8.3.** In the cases referred to in Clauses 7.2.8.1 and 7.2.8.2, the client will be deemed to have been notified of the closure by the statement of the account servicing the card provided or made available to the client in durable medium and/or by the information provided by the Bank on the status of the card in the Bank's electronic banking channels and/or by any other type of communication sent by the Bank in durable media.
- **7.2.9.** The Bank shall be entitled to refuse reissuing and/or issuing of a new card, as well as to terminate the bank card agreement ahead of its term if it establishes that the client/the authorized user deliberately commits card frauds or provides the card to unauthorized third parties to commit card frauds, and if it violates applicable laws, including engaging in money laundering schemes and other actions that pose a legal and reputational risk to the Bank.
- **7.2.10.** To terminate the bank card agreement by giving two months' notice to the client. The start of the notice period shall be the date of its receipt by the client.
- 7.2.11. The Bank shall be entitled to terminate the bank card agreement, to block the card and/or the account associated with the account, to close the card and the account associated with the card, in observance of the present General Terms and Conditions and the Bank shall be entitled to terminate the bank card agreement, to block the card and/or the account associated with the account, to close the card and the account associated with the card in observance of these General Terms and Conditions and the General Terms and Conditions of the Bank for opening, servicing and closing bank accounts of legal entities and sole proprietors for providing payment services, with a notification with immediate effect, as of the date of its sending, when the client/capital owners/legal representative/proxy/authorized user is found to be/are included in restrictive lists prepared by the UN Security Council, OFN SDN lists and the European Commission and/or that it is/are included in the list under the Law on Measures against the Financing of Terrorism a list prepared by the Council of Ministers of individuals, legal entities and organizations to which special measures are applied and/or when it is established that The client/authorized user is a person who carries out activities related to terrorism or terrorist financing.
- **7.2.11.1.** The Bank's notice under Clause 7.2.10, or the Bank's notice under Clause 7.2.11 respectively, when given in paper, shall be deemed to have been received by the client when it has been sent to the last registered office address specified in the relevant register. If the client has left the address and its new address has not been entered in the relevant register, the notice or notification, respectively, given by the Bank shall be deemed to have been duly received notwithstanding any notation on the return receipt.

- **7.2.11.2.** The notice referred to in Clause 7.2.10, respectively the Bank's notification referred to in Clause 7.2.11, may be sent to the client, in addition to the provisions of Clause 7.2.11.1, and/or:
- **7.2.11.2.1.** By an electronic statement sent to the client's e-mail (as this term is defined in Clause 7.2.13). The notice or the notification, respectively, will be deemed to have been received by the client on the day it is sent to the client's e-mail unless an automated notification is received from the client's e-mail that the message has not been successfully sent and/or received;
- **7.2.11.2.2.** By an electronic statement made in the client's account in the Bank's e-banking channels:
- **7.2.11.2.3.** By another durable medium.

The Bank shall notify the client of any found breach of the Bank Card Agreement and/or these General Terms and Conditions pursuant to Clause 7.2.11.1 and/or Clause 7.2.11.2.

- **7.2.12.** To accelerate the debt on the credit card in case the client has been in default on the debt for 90 (ninety) days, and regardless of the invitations by employees of the Bank, the client has not provided funds to repay the due amounts, on the 91st (ninety first) day of the beginning of the default, all debts of the client for utilized amounts shall become immediately due and payable ahead of schedule, and the Bank shall be entitled to collect them from the accounts of the client held with it as per the procedure under item 7.2.2, and the card shall be closed.
- 7.2.13. In case of an established business relationship with the client, with a view to the Bank's right to request other necessary documents and information in relation to subsequent (regular) identification and check of the identity of the client, including but not limited to the identification of a proxy/legal representative of the client, as well as related to opening, servicing, performing transactions from or to, and/or closing a bank account of the client, the Bank may request based on its own judgment the submission of documents and information also by a statement, sent to the specified by the client in a contract and/or in other document (s) submitted to the Bank, electronic address/es and/or to the last specified in the account of the client in a public/official register electronic address/es ("client's e-mail"), and/or made in the client's profile in the channels of the Bank for electronic banking, and/or by using another durable medium.
- 7.2.14. Identify the brand/sub-brand under which the bank card is issued/reissued;
- 7.2.15. Reissue a bank card with a brand different from the brand of the reissued bank card, including before the expiry of the card;
- **7.2.16.** Determine the number of cards to be issued to a single client/authorised user.
- **7.2.17.** Refuse the delivery of a card to the address specified by an authorised user/client.

#### VIII. PROCEDURE FOR SUBMISSION OF CLAIMS AND DISPUTE RESOLUTION. EXTRAJUDICIAL DISPUTE RESOLUTION

- 8.1. In case of a suspected unauthorized or inaccurate transaction, which is booked on the Debit Card Current Account, or a card account, respectively, the authorized user and/or the client shall be obligated to inform immediately the Bank in writing by completing a standard claim form and submitting it to a branch of the Bank, without undue delay after becoming aware of the transaction, but in any case no later than 1 (one) month of the date of receiving the information about its execution through the monthly statement. The Bank shall correct an unauthorized or incorrectly executed payment transaction only if the payment service user has notified it without undue delay after becoming aware of such transaction, which causes a possibility to make a claim, however, no later than the term referred in the preceding sentence.
- **8.1.1.** The fact that within the term referred in item 8.1, the client, or the authorized user respectively, has not made a claim against a transaction with a card as per the procedures of the said item, confirms that he/she/it has become aware of it, has been informed about it, has accepted it and is bound by its results and by the data contained in the monthly statement.
- **8.1.2**. The Bank shall not be held responsible for any unauthorized or inaccurately executed transaction with a card, when it has not received a notification as per the procedure and within the term indicated in item 8.1.
- **8.2.** The entries of the current transactions with the card, received from BORICA, Mastercard or Visa International or another card scheme, shall be considered accurate until proven otherwise by and within the terms for making a claim, established by the ICO;
- **8.3.** The authorized user and/or the client shall be obliged to provide any available documentation in relation to a disputed transaction, together with the completed claim form, as well as additional information, by request of the Bank, as well as to provide full assistance to the Bank in connection with the clarification of the circumstances concerning the disputed transaction.
- **8.4.** The authorized user and/or the client can make a claim against a transaction in the way described above, or other claims related to the signed DC agreement, by submitting it to any branch of the Bank.
- 8.5. When the client/ the authorized user disputes a transaction, he/she/it shall give his/her/its consent that the Bank may conduct a complete investigation on the case and if necessary, to refer to the competent authorities.
- 8.6. In case of an unauthorized payment transaction, the Bank immediately shall refund the amount of the unauthorized payment transaction and in any case this shall be no later than the end of the next business day after the Bank has identified or has been notified about the unauthorized transaction in writing through a claim form, unless the Bank reasonably suspects a fraud and notifies the relevant competent authorities in such instance. Whenever necessary, the Bank shall restore the client's payment account to the condition in which it would have been if the unauthorized payment transaction was not executed. The value date for crediting the client'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 refund by the Bank in the amount of the unauthorised payment transaction on the client's payment account shall not prevent the

Bank from requesting from the payer, as per the established legal procedure, to pay the refunded amount of the payment transaction in case the payment transaction was authorised by the payer.

- **8.7.** The Bank shall provide its opinion on each complaint received from the client/authorized user in writing, via email or other permanent form within a period of 15 (fifteen) business days of the date of receipt of the complaint. As an exception, in case the Bank cannot give its opinion within the said period of 15 (fifteen) business days due to reasons which are beyond its control, the Bank shall inform the client/authorized user of its decision no later than 35 (thirty five) business days of the date of receipt of the complaint.
- **8.8.** In case of a groundless dispute by the client/the authorized user against transactions or the amounts of transactions, the client shall owe payment to the Bank of a fee for a groundless claim, pursuant to the Tariff.
- 8.9. In case the client and/or the authorized user fails to fulfill the obligations as per Section VI, the Bank may terminate the DC/CC agreement prematurely.
- **8.10**. The Bank shall be entitled not to follow up and not to deal with disputes against transactions with a card, when the requirements under Section VI have not been observed, including when the claim has been submitted with an unreasonable delay against the term envisaged in item 8.1.
- **8.11**. In case the Bank has accepted the claim for an unauthorized transaction with a card as reasonable, the Bank shall refund on the account of the client the amount of the unauthorized payment transaction with the card.
- **8.12.** The Bank shall have the right of recourse against the client if, after having reimbursed the client under item 8.6, the Bank becomes aware of fraudulent acts by the authorised user and/or the client, gross negligence or failure by the authorised user and/or the client to comply with their obligations under these General Terms and Conditions, the bank card agreement or the applicable law.
- **8.13.** The Bank shall not be a party to any dispute related to circumstances or non-compliance with the terms and conditions of purchase and provision of goods/services quantity, quality, completion, time and other terms of delivery, etc., agreed between the buyer and the seller providing the goods/services paid for with the card. In such cases, the authorised user/client should resolve the dispute directly with the seller based on the purchase agreement and the seller's general terms and conditions. In the event of failure to reach an agreement between the parties, the Bank may, at the request of the authorised user/client, escalate the dispute to the seller's bank, but only in the presence of clear and unequivocal written evidence of the seller's default to be provided by the authorised user and/or the client.
- 8.14. In case the client disagrees with the decision of the Bank, the dispute may be referred for resolution to the competent Bulgarian Court of Justice.
- 8.15. In case the Bank does not provide an opinion on a complaint submitted by the authorized user/the client within the terms envisaged in Section VIII, item 8.7 or in case the authorized user/the client is not satisfied with the decision of the Bank, the dispute may be referred for examination to the Conciliation Commission for Payment Disputes. The Conciliation Commission for Payment Disputes at the Commission for Consumer Protection is an authority for alternative resolution of national and cross-border disputes between payment services providers and payment services users in relation to the implementation of the LPSPS, the regulations on its implementation, Regulation (EC) No 924/2009, Regulation (EU) No 260/2012 and Regulation (EU) No 2015/751. The conciliation procedure starts with the submission of an application to the commission. The application shall be submitted in a written form as well as via e-mail or online on the website of the Commission for Consumer Protection. The requirements to the application referred in the preceding sentence, the terms and conditions and the procedure for the initiation and termination of the conciliation procedure and for examination and resolution of disputes 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. The Rules for implementation are published in the State Gazette. Upon request, the Conciliation Commission for Payment Disputes shall provide to the payment service user on a durable medium information regarding the procedure for conducting a conciliation procedure. The procedure with the Commission is not a mandatory requirement for taking legal proceedings Additional information for the Conciliation Commission for Payment Disputes can 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.

## IX. SPECIAL RULES FOR DEBIT CARDS

- **9.1**. The DC is a means for access of the authorized user to the DCCA. With the DC, the actions and transactions specified under item 3.20 and item 3.21 can be performed.
- 9.2. The funds on the DCCA can be used both for payments made with the debit card associated with it as well as for cash and non-cash operations on the account.
- **9.3.** The client shall maintain at all times on the DCCA and/or on all other accounts it holds with the Bank, the necessary funds for covering all payments with the issued DC associated with the DCCA, the cash and non-cash operations from the DCCA as well as the due fees and commissions in connection with the issuing and servicing of the DC and the transactions performed with it and/or from and to the DCCA.
- **9.4.** In case a payment is made in excess of the amount of the available balance on the DCCA, or not providing sufficient funds on the account for covering the fees and commissions due and payable to the Bank pursuant to the Tariff, the excess amount shall be considered Unauthorized Overdraft used by the client, which shall be immediately due and payable and shall be collected by the Bank as per the procedure envisaged in item 7.2.2.
- **9.5.** In case of a forgotten PIN of an active debit card, the Bank shall issue a new PIN, without it being necessary to issue a new card, for which the client shall pay a fee as per the effective Tariff.

- **9.6.** The deposit debit card is intended only for depositing cash funds on the current account of the client, opened with the Bank and indicated in the agreement for a corporate deposit debit card, as well as for a change of PIN, without a possibility to change the card parameters.
- **9.6.1.** The deposit debit card shall serve also as an additional means of identification of the persons indicated by the client with rights to deposit funds on the account servicing the card as per item 3.23 and item 3.23.1;
- **9.6.2.** The deposit debit card cannot be used for making payments and bookings, cash withdrawals and information for the available balance and the last five transactions on the account, with which the card is associated.

#### X. SPECIAL RULES FOR CREDIT CARDS

- **10.1**. The CC can be used for performing the actions and transactions specified under item 3.20, within the agreed credit limit and/or the available own funds on the CA, as per the terms and conditions of the CC agreement and the GTC.
- **10.2**. The issuing of a CC is done at the discretion of the Bank, subject to fulfillment of the conditions envisaged in item 3 and after assessment of the creditworthiness of the client, in accordance with the Bank's internal rules and procedures.
- **10.3**. The credit limit used through the CC shall only be provided in BGN or EUR.
- 10.4. The amount of the credit limit of the main CC is set by the Bank and is written in the CC agreement. The amount of the credit limit of an additional CC shall be indicated by the client in the request for its issuing. The amount of the credit limit of an additional CC can be equal to or lower than the credit limit specified for the main CC.
- 10.5. The term of the credit limit, within which the Loan may be used by the authorized user and be renewed with the repayment by the client of the utilized amounts or at least of the minimum repayment amount, or the minimum due amount, respectively, shall be 24 (twenty four) months of the date of signing the CC agreement, and the Bank may unilaterally and automatically, at its own discretion, continue the term of the credit limit, a multiple times, for a next period of 24 (twenty four) months, but not after the last day of the relevant month in which the validity of the card expires, preserving the other conditions under the CC Agreement, provided that the client has not explicitly requested its termination and is a non-defaulting party to the CC agreement.
- **10.6**. The exceeded credit limit is immediately due and payable, and shall be collected by the Bank as per the procedures determined in these GTC and the CC agreement, and the client shall ensure funds to cover it, on a CA and/or CAECR.
- **10.7.** For the utilized amount, the client shall pay to the Bank an Interest for the utilized amount which shall accrue on a daily basis from the date of each transaction, performed within one client payments period, on a basis of 360/360 days, as follows (unless the Credit Card agreement envisages otherwise):
- 10.7.1. When until and/or on the date of repayment the client fully repays the portion of the credit limit used in the preceding client payments periods (including the charged due fees and commissions on them), the client shall pay to the Bank an Interest for a utilized amount only for the performed transactions, representing cash withdrawals in the preceding client payments period. The interest shall accrue on a daily basis, from the date of performing the transaction until the date of repayment of its amount.
- 10.7.2. In case until and/or on the date of repayment the client has repaid in full all utilized amounts from the credit limit in the preceding client payments periods and the fees and commissions payable on them, and there are no amounts utilized through cash withdrawals from an ATM/POS terminal in the preceding client payments period, Interest for the utilized amount for the preceding client payments period shall not be payable.
- **10.7.3**. Where until and/or on the date of repayment the authorized user has not repaid in full the utilized portion of the credit limit in the preceding (reported) CPP, the client shall owe to the Bank:
- 10.7.3.1. Interest for a utilized amount on the total debt formed by cash withdrawals from the date of the relevant transaction until its full repayment;
- 10.7.3.2. Interest for utilized amount, charged on the total debt, formed by non-cash payments in the preceding client payments period, until the date of repayment and Interest for utilized amount on the outstanding portion from the date of repayment, when this debt is partially repaid until the last day of the current client payments period;
- **10.7.4.** If there is a debt from preceding client payments periods, incl. such formed by amounts utilized for the purposes of repayment of receivables of the Bank, according to the provisions of the GTC and/or the CC agreement, on the so formed debt from preceding client payments periods an Interest for a utilized amount shall be charged from the date on which it arises until its full repayment, together with a fee for administration of overdue payables, subject to the terms and conditions of the CC agreement.
- **10.8.** The due and payable interests shall be accrued and capitalized (i.e., the amount of the due interest shall be offset from the available credit limit) on the last day of the month following the Client Payments Period in which the transactions were performed. The accrued interests shall be due on the Date of Repayment which follows their accrual.
- 10.9. The fees for annual servicing of the card, as well as any other fees, commissions and charges related to the use/blocking of the card, which are not paid by the client, shall be accrued, reported and collected as a utilized amount and where none is available they shall be collected as an exceeded credit limit. Those shall be due and payable on the date of their accrual and shall be paid within the time limits specified in these GTC and/or the CC agreement.
- **10.10**. During the grace period, the authorized user shall be entitled to use funds from the available credit limit, if any. The amounts used will be included in the amount of the debt formed during the current client payments period.

- **10.11**. The credit limit that an authorised user may use in the next client payment period (CPP) shall be formed from the agreed credit limit not used in the previous CPP, increased by the amounts repaid and additional amounts deposited to the card account (CA) and reduced by the interest, fees and commissions due and payable.
- 10.12. For the authorised user to be able to use the unused credit limit in the next CPP, the client must provide, on or before the date of maturity, funds to the CA at least equal to the amount of the MRA or MDA, respectively, or, if the MRA/MDA is greater than the amount actually spent, funds equal to the amount actually spent.
- 10.13. If, on the date of maturity, the funds are insufficient to repay the MRA or the MDA, respectively, or the amount spent during the previous CPP, in case it is less than the MRA/MDA, the Bank shall collect the amount available in the CA or in the CAECR, respectively, for partial repayment of the debt. The remaining unpaid part of the installment shall be applied in arrears. The Bank shall block the CC on the 31st (thirty-first) day of the occurrence of the default, thereby suspending the use of the unutilised credit limit until the MDA is repaid in full. Upon payment of at least the MRA/MDA/amount used, if less than the MRA/MDA (or the total accumulated MDA for the past periods in case no payment has been made for several months) or the outstanding portion thereof, the use of the card shall be restored.
- **10.14**. In case the client has been in default on the debt for 90 (ninety) days, and regardless of the invitations by employees of the Bank, the client has not provided funds for covering the due amounts, on the 91<sup>st</sup> (ninety-first) day since the beginning of the default, all debts of the client for utilized amounts shall become immediately due and payable ahead of schedule, and the Bank shall be entitled to collect them from the accounts of the client held with it as per the procedure envisaged in item 7.2.2, and the card/s shall be closed.
- 10.15. All repayments of card debts by the client shall be made by depositing funds to the CA. The client shall also be entitled to repay part or all its obligations outside the CPP by funding the CA. The client has the option to repay card liabilities incurred by depositing funds to the CA at any time during the term of the CC Agreement at a cash desk, by bank transfer, through the Bank's e-banking service "Bulbank Mobile", by ex officio collection and/or direct debit in one of the three currencies of BGN, EUR or USD, by depositing cash at an ATM. By depositing funds in the CA servicing the credit card, the client has the option to repay in part or in full the credit limit used, regardless of the period in which the debt was incurred, according to the repayment sequence agreed in the CC agreement: interest from overdrawn credit limit, overdrawn credit limit, interest in arrears and fees for administration of unpaid debts, debt from a previous CPP, regular fees, commissions, regular interest, regular debt (amounts for cashless payment transactions at merchant outlets are repaid first from the drawn amounts).
- **10.16**. All movements on the card shall be processed on the last business day of the CPP and shall be reflected in the monthly statement, which is sent to the client.
- **10.17**. The way of receiving the monthly statement, as well as any other kind of written notifications, which shall be provided by the Bank pursuant to the CC agreement, shall be specified in the request for issuing of the card, unless otherwise agreed with the client.
- 10.18. The formed debt and all due and payable amounts under the CC agreement shall be extinguished unilaterally by the Bank as per the procedure for ex officio collection of receivables, with the funds received on the CA or the CAECR. In case of lack of funds, the repayment shall be against the funds on the other accounts of the client in the Bank.
- **10.19**. The CA shall be closed in the event of terminating the agreement for the CC associated with the account, if the client has paid to the Bank all due and payable amounts (for an exceeded credit limit, utilized amount, interests, fees, commissions, other charges), arising from the CC agreement.
- **10.20**. Upon termination of the CC agreement, the client shall be responsible for all transactions which have taken place after the date of termination, unless it has submitted an official request for its closing and has returned the card. The client shall pay the amounts of these transactions immediately after the Bank has notified it that such have been registered on the card.

## XI. RULES FOR USE OF THE SMS NOTIFICATION SERVICE

- **11.1**. Pursuant to these GTC, the terms listed below shall have the following meaning:
- 11.1.1. SMS notification service is a system providing the opportunity to the client to receive from the Operator in a convenient and accessible way information about the card payments made by it as well as to it, the available funds on the cards and other financial and bank services, the information about which can be distributed through SMS notifications:
- **11.1.2. Mobile operator** is a merchant providing telecommunication services mainly through a wireless technology, operating on the territory of the Republic of Bulgaria;
- **11.1.3. Operator** is DATAMAX AD, with UIC 831257470;
- 11.1.4. BORICA AD is the banking organization for payments initiated by cards and system card operator for bank card payments in the Republic of Bulgaria;
- 11.1.5. Subscription Deposit is an amount chosen by the client and deposited in advance, which shall be used for payment for the SMS notifications received by the client.
- 11.1.6. Annual subscription fee is a fixed annual fee, which is collected automatically by the Bank at the beginning of each one-year period.
- **11.2**. The "SMS notification" service shall be provided on the basis of an application for existing debit and/or credit card submitted to the Bank and properly for issued bank card.

- 11.3. In the application for SMS notification of a bank card issued, the Client declares in writing to the Bank their wish to use the services, stating:
- **11.3.1.** his/her mobile phone number on which to receive the SMS notifications. The client shall indicate one mobile phone number for receiving SMS notifications for transactions performed with all cards issued on his/her request;
- 11.3.2. the numbers of his/her bank cards with regard to which he/she would like to use service;
- **11.3.3**. The amount of the subscription deposit;
- 11.3.4. The account of the client, opened and kept with the Bank, from which the subscription deposit and the annual subscription fee shall be collected.
- 11.4. The client has the right to withdraw from the service at any time by notifying the Bank in writing. In this case, the Operator shall refund the unused amount of the subscription deposit on the next business day following the day on which the client has notified the Bank in writing that they wish to terminate the use of the service.
- **11.5**. The Bank shall provide a 24-hour service for SMS notification to the clients of the Bank registered for using the system for SMS notification, for authorizations/transactions, available balance on cards issued by UniCredit Bulbank AD, which are authorized with BORICA AD online and shall support the clients when they contact the Call Center of the Bank at 0700 1 84 84 in case of technical problems.

The SMS notification will be received by the client normally within 10 (ten) minutes after the relevant transaction is performed. It is possible that for reasons that are beyond the control of the Operator, the SMS notification may take more than 10 (ten) minutes.

- **11.6**. The notification specifies the date and hour of the authorization, information about the terminal (ATM or POS terminal device bank servicing the ATM or name and address of the merchant to which the POS terminal device is provided), 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, or other grounds);
- 11.7. For using the services, the client shall pay to the Bank a fee in the form of an annual subscription fee pursuant to the Bank's Tariff.
- **11.8**. For each received SMS notification with information for authorizations/ transactions with a card, the client shall pay to the Operator a fee pursuant to the Tariff of the Operator.
- **11.9**. For receiving information for available balance on cards, the client shall pay only for the SMS request sent by him at the price of a SMS of the relevant mobile operator, whereas the received SMS reply shall be free of charge.
- **11.10**. The Operator shall reduce the subscription deposit for each sent SMS notification with information for authorizations/ transactions on bank cards, as well as upon generating a new personal code for checking the available balance on cards, with the exception of the SMS reply referred in item 11.9.
- 11.11. The Operator shall inform the client at its own expense when the subscription deposit drops below 10% of the selected advance amount.
- **11.12**. By signing the application for SMS notification of a bank card, the client authorises the Bank to automatically collect the amount requested by the client from their account under item 11.3.4, after the subscription deposit is exhausted. If the client has not provided sufficient funds in the account specified by the client, the service shall be active for thirty (30) days. If there are no funds in the account after that period, the service shall be deactivated.
- **11.13**. The client will receive SMS notifications for:
- **11.13.1.** Performed online authorizations payments with a card, registered for the service;
- **11.13.2**. Available balance on a registered card.
- **11.14**. After the registration of the client with the Bank in a specialized WEB interface, the system shall perform authorization with BORICA AD with the entered details for the card and with the amount of the price of the registered service. After a successful registration, the service will be activated. In order to receive information about the available balance on the cards subscribed for the service, the client shall send a SMS with the following text N+his/her personal code (without spaces) to short number 190091 (for A1 subscribers) or 1618 (for Yettel and Vivacom subscribers).
- 11.15. The Operator can change its tariff and shall notify its clients about such change by SMS and/or through the mass media.
- **11.16**. The client may not refuse payment for the services by claiming that he/she has not been informed about the Tariff of the Bank and/or a change of this Tariff, including with regard to the charging of the service provided by the Operator.
- **11.17**. The fees of the Operator shall include the technical and communication costs for using the service, not including the bank fees for the bank processing of the payments, which the client shall pay separately to the Bank.
- 11.18. The Operator 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 as well as in the cases when due to circumstances beyond the control of the Operator (power cuts, earthquakes and other natural disasters or force majeure circumstances) the SMS notifications are not sent and not received by the client respectively, or if they are not received within the period specified above.
- 11.19. The client shall be informed by Mobile operator whether he/she will receive SMS notifications when abroad. In case this service is not provided by the Mobile operator and its roaming partners abroad in the relevant country, the Operator and the Bank shall not be liable for any notifications that are not received by the client and they shall not reimburse the client for the fees charged for those messages. In case the client is informed by Mobile operator that he/she cannot receive SMS notifications abroad, the client can inform his/her servicing branch of the Bank that he/she wants to suspend the use of the SMS notification service, and this shall not lead to a change in the period for which the client has already paid an annual fee.
- 11.20. The Operator and the Bank shall not be liable for telephone numbers and/or card numbers that are incorrectly submitted by the client.
- 11.21. The Bank shall not be responsible for the cases when the customer receives more than one SMS for a transaction.

- **11.22**. In any case, the liability of the Operator and the Bank shall be limited to the amount of the fee received by the Operator for the particular service where the service has not been performed or its performing is of poor quality, excluding the cases of a deliberate action or gross negligence. Neither the client, nor the authorized user, nor any other party may have claims for any other damages, benefits foregone, etc.
- 11.23. The Operator has the right to stop providing the SMS service, by giving a one-month prior written notice to the client and the Bank.
- **11.24**. The Bank shall not be liable for the actions of the Operator, the Mobile operator or BORICA AD, performed in the execution of the offered service for SMS notification by the specified persons.

#### XII. RULES FOR USING THE SERVICE "SECURE ONLINE PAYMENTS"

- **12.1**. Bank cards issued by UniCredit Bulbank AD can be included in the programmes for identification of authorized users Visa Secure and Mastercard Identity Check by receiving a dynamic password for online payment.
- 12.2. The terms and conditions for use of the service "Secure Online Payments" by the authorized users of main card are as follows:
- **12.2.1**. The card should be active:
- **12.2.2.** The authorized user should use a service of UniCredit Bulbank AD for e-banking, according to its terms and conditions, through which service he/she will receive a dynamic password or a notification for biometric data confirmation for each payment with a merchant included in the programmes Visa Secure and Mastercard Identity Check. In case of no transactional activity online for six months, the card will be removed automatically from the above specified programmes, but it can be included again by the authorized user through the service of UniCredit Bulbank for e-banking.
- **12.3.** The Authorized User shall undertake to:
- 12.3.1. Notify the Bank immediately in case of actual or suspected compromising of his/her card details and dynamic password for online payment;
- **12.3.2.** Notify the Bank immediately in case of received requests for card details and a dynamic password for online payment or a notification for biometric data confirmation, received from any sources, through any means of communication and on any occasion, different from payment on a merchant's website, included in the programmes Visa Secure and Mastercard Identity Check.
- **12.4.** The Bank shall not be held liable for any direct or indirect losses suffered by the authorized user, transactions which are not executed, losses, lost data, etc., arising from the use of the Secure Online Payments service.
- **12.5.** The Bank and the authorized user agree that for the purposes of execution of online card-not-present payment transactions, the confirmation with a dynamic password for online payment, received through the e-banking service of the Bank, represents adequate validation by the authorized user as a confirmation and consent with the execution of the relevant payment transaction. At the time of ordering a payment transaction, the consent of the authorized user shall refer to the particular amount and its receiver.

#### XIII. PROVIDING AND USE OF PAYMENT SERVICES WITH THE USE OF CARDS AS ELECTRONIC PAYMENT INSTRUMENTS

- **13.1.** With the card, the payment transactions referred in item 3.20 can be performed, where the consent of the client-payer for the execution of the payment transaction is given by a telecommunication, digital or information device, prior to the execution of the payment transaction and it cannot be withdrawn. The consent for execution of a payment transaction with the card shall be given in any of the ways envisaged in item 3.23, according to the type of the transaction.
- **13.2**. The order for the execution of payment transactions with the card is received indirectly by the Bank electronically, through telecommunication from the provider of payment services to the provider of goods, services or cash funds. The Bank shall execute the order for a payment transaction with a card immediately after its receipt, unless the authorized user and/or the client has failed to perform his/her/its obligations under the agreement for a DC/CC, under these GTC or the law.
- 13.3. The payment order can be executed only up to the amount of the available funds on the debit card current account, up to the amount of the agreed credit limit or within the limits set by the Bank for execution of payment transactions with a card. The Bank shall not execute any partial transfers under separate payment orders.
- **13.4.** The Bank shall have the right automatically:
- **13.4.1.** To debit the accounts of the client in case of potential additional charges of other banks that are its correspondent banks, in connection with transactions performed with cards issued after its request.
- **13.4.2**. To debit the unduly received amounts as a result of wrong instructions and/or technical mistakes on accounts of the client (unauthorized beneficiary) from the available funds on them or from the funds on any other of its accounts, opened with the Bank.
- 13.5. The Bank shall have the right automatically to block an account of the client with it up to the amount and by the term of collection through direct debit of unduly and groundlessly received amounts on it as a result from an executed unauthorized transfer by the ordering party due to a mistake and/or an online computer fraud.
- **13.6.** For the operations performed under item 13.4, the Bank shall be obliged to inform the client by providing information for the grounds, the amount and the value date of the automatically collected amount from the payment account.
- 13.7. The procedure, the method and the terms for execution of payment transactions with a card are established in the present GTC, the agreement for a DC/CC bank card respectively and the General Terms and Conditions of UniCredit Bulbank AD for opening, servicing and closing of bank accounts of legal

entities and sole traders and for providing payment services, which the Bank duly provides to the Client at accessible places at the cash desks in its branches and on the website of the Bank.

#### XIV. DEPOSIT GUARANTEE

- **14.1.** The deposits in the Bank, including the interests accrued on them, are guaranteed by the Bulgarian Deposit Insurance Fund (BDIF) in compliance with the applicable regime and to the maximum amount of the total guaranteed amount, as defined in the Bank Deposit Insurance Act.
- **14.2.** The terms and conditions under item 14.1 shall not apply and/or the guaranteed deposits in the Bank shall not be payable with regard to:
- **14.2.1.** Persons who have gained rights over the deposited funds as a result of performed actions of disposal with the account within the term of validity of the measures under Art. 116, par. 2, item 2 and 3 of the Credit Institutions Act and after the date of issuance of an act under Art. 20, par. 1 of the Bank Deposits Guarantee Act;
- **14.2.2.** The Banks, when they are made on their behalf and at their expense; the financial institutions under Art. 3 of the Credit Institutions Act; the insurance and reinsurance companies under art. 12 of the Insurance Code; the pension insurance companies and the mandatory and voluntary pension insurance funds; the investment intermediaries; the collective investment schemes, the national investment funds, the alternative investment funds and the special purpose vehicles; budget-sponsored organizations under para. 1, item 5 of the Supplementary Provisions of the Public Finance Act; the Bank Deposit Insurance Fund, the Investor Compensation Fund and the Guarantee Fund under Art. 518 of the Insurance Code.
- **14.2.3.** Deposits opened for or related to transactions or actions constituting money laundering pursuant to Art. 2 of the Measures Against Money Laundering Act or financing of terrorism pursuant to the Measures Against the Financing of Terrorism Act, stipulated by virtue of an enforceable judgment;
- **14.2.4.** Deposits whose account holder was not identified according to Chapter Two, Section V of the Measures Against Money Laundering Act at the date of issue of a certificate under Art. 20, para.1 of the Bank Deposit Guarantee Act;
- **14.2.5**. Funds on accounts on which there have been no transactions ordered by the depositor during the last 24 months before the date of issuing a certificate under Art. 20, para. 1 of the Bank Deposit Guarantee Act, and where the balance on each of them is less than BGN 20.
- **14.3.** The Bank Deposit Insurance Fund shall pay the guaranteed amounts of the deposited funds through a commercial bank determined by the Management Board.
- **14.3.1.** In case of an account in a foreign currency, the depositor shall receive the equivalent amount in BGN of the guaranteed amount, converted by the exchange rate of the Bulgarian National Bank on the start date of the payment of the deposit guarantee.

#### XV. SUPPLEMENTARY PROVISIONS

- 15.1. The Bank shall have the right to change its Tariff of Fees and Commissions for Legal Entities and Sole Traders and its Interest Bulletin for Legal Entities and Sole Traders, of which changes it shall notify the Customer by a statement sent to the e-mail address specified by the Customer in a contract and/or in any other document submitted to the Bank, and/or made on the electronic banking channels of the Bank and/or by using another durable medium, not less than two months prior to the date on which such changes are proposed to take effect, and shall promulgate the information on such changes on the Bank's website and at its business premises. Changes in interest rates and exchange rates may be applied immediately and without prior notification under the preceding sentence if such changes are based on the reference interest rate or the reference exchange rate. In such cases, the Bank shall inform the customer of the changes referred to in the preceding sentence at the earliest opportunity, and these shall be made available to the customer in accordance with this paragraph. Where changes in interest rates, exchange rates or fees and charges payable are more favourable to the customer, they shall be applied without prior notice.
- **15.2.** The Bank shall be entitled to change these General Terms and Conditions, of which it shall notify the Customer by means of a statement sent to the e-mail address specified by the Customer in a contract and/or in another document submitted to the Bank, and/or made on the electronic banking channels of the Bank and/or by using another durable medium, not less than two months prior to the date on which such changes are proposed to take effect, and shall promulgate the information on such changes on the Bank's website and at its business premises.
- 15.3 The Customer shall be deemed to be bound by the changes to these General Terms and Conditions, respectively the Tariff of Fees and Commissions for Legal Entities and Sole Traders and/or the Interest Bulletin for Legal Entities and Sole Traders, if it does not notify the Bank in writing that it does not accept them prior to their effective date. If the Customer does not agree with the proposed changes, the Customer may reject them and terminate the agreements related to these General Terms and Conditions, including the Bank Card Agreements, before the changes become effective, without being liable for costs and damages.
- **15.4.** Based on Art. 67, para. 4 of the Law on Payment Services and Payment Systems with regard to the relations between the Bank and the Client/Authorized User the provisions of art. 68, para. 1, art. 70, para. 4 and 5, art. 78, 80, art. 82, para. 2 and 3 and art. 93, para. 1 of the Law on Payment Services and Payment Systems shall not apply and the term in which the Bank may correct an unauthorized or inaccurately executed transaction only on condition that the Client/Authorized User has notified it without undue delay after she/he/it became aware of such transaction, which gives rise to a claim, shall be no later than 1 (one) month after receiving the information for its execution by the monthly statement of the account.

- **15.5.** All relations of the Bank with its clients, which are not settled under the present General Terms and Conditions or the agreement for bank card, shall be subject to the relevant regulations of the bulgarian legislation.
- **15.6.** The Customer shall be entitled to receive the General Terms and Conditions on paper or other durable medium upon request.

These General Terms and Conditions have been adopted by the Board of Directors of the Bank by Resolution under Minutes No. 39 dated 18.09.2013 and have been last amended and supplemented by Resolution of the Board of Directors of the Bank under Minutes No. 5 dated 28.01.2025, effective from 01.04.2025. They shall implicitly be deemed to constitute an inherent and integral part of each and every contract concluded by the Bank which refers to these General Terms and Conditions and shall be considered in their entirety as a single document and shall apply to the extent that the specific contract does not provide otherwise. A reference to the Master Agreement and/or the General Terms and Conditions for Business Customer Debit Cards or the General Terms and Conditions for Business Customer Credit Cards shall be deemed to be a reference to these General Terms and Conditions.