

Conditions, statements, obligations and responsibilities

1. The Bank will provide the Client, through his legal representative (User) the following services:
2. Access to the Digital Document Exchange platform (hereinafter referred to as **DDE platform/the Platform**), representing a secure, closed channel for maintaining communication between the Bank and the Client, as well as for sharing documents.
3. When access is granted to the Client and each User, the Platform will provide a technical possibility for digital signing with a qualified electronic signature (QES) of agreements and documents. It is not allowed to sign documents through the Platform, for which a qualified written form is required by the law or when holding the document or a copy thereof has legal significance (e.g. promissory note/bills of exchange), including also documents containing payment instructions.
4. Using the DDE platform, the Bank will provide a suitable framework for concluding agreements or signing documents electronically with the Bank's Clients. As part of the framework, in collaboration with Namirial S.p.A, [Italian company based in Senigallia (Ancona), postal code 60019, Via Caduti sul Lavoro 4, Italy, entered in the Commercial Register of Ancona, having tax number/VAT number 02046570426/No 02046570426 (Provider of qualified authentication services within the meaning of the eIDAS Regulation), hereinafter: **Namirial**], under Act LIII of 2017 on Preventing and Combating Money Laundering and Terrorist Financing (hereinafter: AML law) for identified clients, the Bank will provide an opportunity in the Platform, Namirial to issue a one-time Qualified Electronic Signature Certificate for residents of the Republic of Bulgaria (Bulgarian citizens and foreigners who are permitted to reside in the Republic of Bulgaria) and who certify their right of residence using a residence permit issued by the Ministry of Interior and/or a certificate of residence of EU citizens issued by the Ministry of Interior) when signing agreements/documents by the Client and any User having access in accordance with the applicable General Terms and Conditions of Namirial (the services described in this paragraph hereinafter referred to as: the Service).
5. By signing this request, the Client through the User agree to sign and/ or exchange documents signed with a Qualified Electronic Signature through the Platform. The Client /the User undertakes to ensure the signing of the document by the parties thereto (with the exception of the Bank) with qualified electronic signatures, of which, should the relevant Parties (other than the Bank) are legal entities, the holders are the relevant legal entities, and authors - the natural persons indicated as representatives of such Parties in the electronic document, and/or should the relevant Parties (other than the Bank) are legal entities, holders and authors are the natural persons indicated as representatives of such Parties in the electronic document and their qualified electronic signatures contain as a requisite their unique identification number (Personal ID Number, Personal number of a foreigner or other number applicable to foreign citizens).
6. The Client and the User will accept that the provision of an e-mail address and a telephone number is an essential element for the use of the Service. The Client through the User will be entitled to amend the above-mentioned information by means of a new Request for use of a Digital documents exchange platform (DDE) for LEs (hereinafter: a Request/ the Request). The Bank will not be responsible for damages resulting from failure to notify it of the Client/User information amendment.
7. By sending a one-time password for initial registration on the Platform, the Bank confirms that it provides access of the Client / the User to the Platform and undertakes to ensure the use of the Service in accordance with the access granted.
8. The Client through his legal representative (User) declares that he will use the Service based on the Request submitted and for the benefit of the Client and in accordance with his duly established representative authority. The User can access the Service for several Clients, of which he is a legal representative, by submitting a new Request for each individual Client. The User accepts that the accesses related to the DDE Platform are determined by each Client, through his legal representative. The Bank considers the last Request for access to the Platform submitted by the relevant Client, through his legal representative, and based thereon it will manage (correct/change) access/data in the User's Platform. With this Request, the Client hereby confirms that the Bank is not responsible for damages resulting from a change in access/data in the User's Platform, of which it is not duly and promptly notified.
9. As part of the Service, Namirial will provide a one-time Qualified Electronic Signature Certificate. The User confirms that they have been notified and agree that should the Bank obtains rights from the Client (role) to access the Service, it will transfer the registration and identification data of the User to Namirial. The User expressly consents to the transfer of such data by signing this document/this Request. The Client/ the User will enter into an agreement with Namirial as regards the use of the electronic signature service as part of the electronic signature process.
10. Within the meaning of art. 62 of the Credit Institutions Act, by signing this Request the Client declares their written consent to the disclosure to the above-mentioned Users of facts and circumstances representing banking and/ or trade secrets and releases UniCredit Bulbank AD from any liability in disclosure of bank information which may constitute the Client's banking and/ or trade secret - in connection with the use of the Platform by the Client, through the User who is a legal representative of the Client.
11. The Client, through his legal representative (User) specified herein will declare that he is aware of and undertake to fully comply with the Security Requirements specified in Appendix No 1 hereinbelow.
12. The Bank will be entitled to restrict a Client/ User's access to the Service at any time in the event of non-compliance, suspicion of non-compliance with the rules for using the service, security recommendations or a risk identified by it relating to the use of the Service by a Client / User.
13. The Client/ the User will be obliged to keep secret all their electronic identification means on the Platform by creating conditions excluding any possibility of unauthorized access by third parties. The risk and responsibility for failure to protect the secrecy of the electronic identification means will remain for the account of the Client. The Client will be responsible for their own account and will be bound by all actions and consequences thereof performed on their behalf after gaining access to the Platform by using the electronic identification means.
14. In the event of reasonable suspicion that the electronic identification means of a Client/ a User have become known to/ acquired by other unauthorized persons, and/or the relevant mobile devices and computers have been lost, stolen, and/or there is a suspicion of information leakage, the Client/ the User will be obliged to ensure their change, destruction or blocking by immediately notifying the Bank about this by phone, and then in writing, in order to block access to the Platform. The Bank is not responsible for any adverse consequences that occurred as a result of the knowledge and acquisition by persons not authorized by the Client of the means for his electronic identification, which occurred before receiving the notification.



15. The Bank will consider the access initiated by the Client, through the User logged into the Platform interface by using the identification means (mobile phone, username, password) and authenticated with the one-time password sent to the Client's device / the User as initiated by the person, specified in this Request, and will not verify the authorization of the Client/User of their identification means and password (mobile phone) and terms of use. The Bank will not be responsible for damages caused to the User or the Client when accessing the Service, initiated by using his identification means and authenticated with the relevant password, but originating from an unauthorized person.

16. Even after due care, when using a telephone device or the Internet in connection with the work on the Platform, there may be cases in which the exchanged messages become known to unauthorized third parties. In view of this, the Client, through the User who is the legal representative of the Client, acknowledges that he assumes risks by using and benefiting from the Service, and that he has decided to use the Service after assessing such risk. In this regard, the Bank, in accordance with the confirmation and consent within the meaning of point 8 (eight) hereinabove, will not be responsible if information considered as bank secret transmitted during electronic communication through the Platform becomes known to unauthorized third parties.

17. The Bank will be liable to the Client for losses suffered by them, insofar as they are a direct and immediate consequence of non-fulfillment of the Bank's obligations to provide the Service established by this document/this Request, committed intentionally or through gross negligence.

18. The Bank will not be responsible in case of non-fulfillment of its obligations to provide the Service due to lack of contractual relations of the Client/ User with a mobile operator, technical problems with the mobile operator or the device of the Client /User (e.g. lack of coverage, roaming coverage, disconnected phone, etc.) and any reasons due to technical/ communication failures and/or other events beyond the will and control of the Bank, including but not limited to technical malfunction, inappropriate security settings and inappropriate security level of the device, from which the Service is accessed.

19. The Bank will not be responsible in the event that the Client /User does not have the necessary licenses to use the other software products required to work with the Platform. This also includes the cases where the Client /User uses unlicensed software, as this creates a prerequisite for infecting their computer equipment with malicious code.

20. The Bank will be released from responsibility for fulfilling the obligation to send a one-time password and access codes via SMS related to the operation of the Platform based on the information it has and that it has initiated such SMS without being obliged to prove their receipt by the Client/ User. The Bank does not check whether the provided telephone number is owned by the client/User.

21. The Client and the User will be fully financially liable in case of illegal use of a mobile phone number entered in the Service in the following cases: providing a false mobile phone number; failure to notify/untimely notification to the Bank of a change of mobile phone number or theft of a SIM card to which the relevant mobile phone number entered in the Service is directed.

22. The Bank is not obliged to notify the Client and the User of changes representing an expansion of the scope of the Service provided, of changes made related to the technical support and development of the Platform with the aim of improving the Platform's operability, as well as of such changes resulting from changes in regulations/ current legislation.

23. The bank reserves the right to change the means of identification, authorization and their combinations by notifying its Clients in a period not less than two months before the date on which the changes are proposed to enter into force through the Bank's official page or another appropriate way, including if it is necessary for the Clients to appear at the Bank and receive the new means of identification and authorization. Where the applicable, together with the notification under the preceding sentence, the Bank will inform the Client that it considers the latter to have accepted the changes, unless it notifies the Bank that it does not accept such changes before the date on which they come into force. In these cases, the Bank will notify the Client that the latter is entitled to terminate access to the Platform and use of the Service prior to the date on which the changes are proposed to take effect.

24. Upon termination of business relationships with the Client, including but not limited to closing all Client's accounts, access to the DDE Platform will also be terminated, for which the Client gives his express, unconditional and irrevocable consent by signing this Request. The Bank will notify the Client of the termination of access to the Platform through an automatically generated e-mail sent by the Platform.

25. By signing this Request, the Client, through the User, who is the legal representative of the Client, gives explicit and unconditional consent to make searches/ collect information with government bodies, institutions, establishments and registers (Regix, Ministry of Interior, etc.) for the purposes of signing up the DDE Platform and use of the Service by Namirial. By signing the Request, the Client, through the User, who is the legal representative of the Client, declares that he is agree to the carrying out of searches and the processing of his personal data, including data that could constitute a trade secret, to obtain preliminary information for the purposes of providing access/ signing up on/ in the Platform.