

SPECIAL TERMS AND CONDITIONS

of the joint co-branded product between CIBANK JSC and SBA Association,
International contactless Co-branded Debit MasterCard Pay Pass with trade name Cibank Auto

I. General provisions

1. These terms and conditions shall be applicable to the relations between CIBANK JSC (referred to as the Bank) and other users of payment and other services (referred to as Holder/Cardholder) in relation to issuing and servicing International co-branded contactless debit card Debit MasterCard Pay Pass with trade name **Cibank Auto** – joint card product between CIBANK JSC and SBA Association (Union of Bulgarian Motorists, referred to as SBA Association).

2. These terms and conditions shall become binding for the Holder/Cardholder following a filed written form for issuing a co-branded debit card with trade name Cibank Auto (referred to as Form) and from the date of their acceptance in writing and receipt by the Holder/Cardholder.

These terms and conditions shall have the force of a Contract for issuance and servicing of a co-branded bank card MasterCard Pay Pass – Cibank Auto.

By signing the Form and these terms and conditions, the Holder/Cardholder declares that he/she is familiar with the contents, has received them and accepts the General Terms and Conditions for Payment Services Provided to Individuals and the General Terms and Conditions of CIBANK JSC for Issuance and Servicing of Bank Payment Cards for Individuals which are current as to this date.

II. Services provided through co-branded debit bank card Cibank Auto in its capacity of a payment instrument and main characteristics

1. CIBANK JSC shall issue a co-branded Debit MasterCard Pay Pass with contactless payment technology and a chip card with a high level of protection, through which a set of payment operations and services are provided, described in detail in the General Terms and Conditions of CIBANK JSC for Issuance and Servicing of Bank Payment Cards for Individuals. All the conditions concerning the issuance and use of the card in its capacity of a payment instrument are specified in the General Terms and Conditions of CIBANK JSC for Issuance and Servicing of Bank Payment Cards for Individuals.

2. CIBANK JSC shall provide to the Holder/Cardholder a co-branded debit card MasterCard Pay Pass with trade name Cibank Auto, a special price tariff, an appendix to the Tariff of the Bank for individuals.

Other advantages of Cibank Auto:

- Built-in, state-of-the-art technology for contactless payment;
- Payment in shops, restaurants and other commercial outlets in Bulgaria and abroad;
- Withdrawal of cash from any ATM in Bulgaria and abroad;
- Option for SMS notification upon funds receipt and for any transaction with the card;
- Free-of-charge registration for the Secure Online Payments service;
- Option for using the mobb service.

3. The Holder/Cardholder may use not only payment operations and services but also a certain set of additional services (described in detail in these terms and conditions, Section III) provided by SBA Association after the Holder/Cardholder pays an annual membership fee, determined by SBA and in favor of the Association, payable for membership in the organization.

4. Upon receipt of the card, the Holder/Cardholder is obliged to pay two separate fees specified in Appendix № 11 (Tariff for issuing and servicing a co-branded debit bank card Cibank Auto), payable every year, no later than the last day of the calendar month in which a card and a PIN were received and the card was activated, namely:

- Annual fee for servicing a bank card of CIBANK JSC;
- Annual fee for membership in SBA Association – under the Silver+ program – payable for membership in the Union of Bulgarian Motorists Association for a period of 1 (one) year. The card shall be received after the payment of the fee for membership in SBA has been certified (submitted deposit slip/document for paid membership fee to the account of SBA Association).

5. The annual fees payable in line with the tariff shall be paid in case there are funds in the current account; the Bank shall be entitled to debit automatically the current account, and the services provided through the card shall remain valid for the subsequent one-year period.

6. The Bank/SBA Association shall be entitled to inform in advance the Holder/Cardholder through SMS/phone/e-mail about the payable amounts of annual fees.

6.1. In case of failure to pay the annual membership fee in due time, SBA Association shall terminate the membership of the Holder/Cardholder in the Association and the services used by him/her and offered by SBA, and

the card shall continue to be effective in its capacity of a payment instrument as per the General Terms and Conditions for bank payment cards.

6.2. In case within a 3-month period from arising of the obligation for payment, as per the tariff, of the annual fee for servicing the card, the Holder/Cardholder fails to pay it, the Bank shall block the card with all the ensuing consequences specified in the General Terms and Conditions for bank payment cards. In case of paid fee for membership in SBA, the Holder/Cardholder shall continue to use the card for the services of SBA in the period for which the annual membership fee has been paid.

6.3. The card shall be unblocked automatically upon payment of all the payable fees and commissions.

III. Services provided through the co-branded debit bank card Cibank Auto, ensured and performed by SBA Association under the Silver+ program

1. SBA Association shall provide and ensure to the Holder/Cardholder who has paid an annual fee for membership in the Association and who has a debit co-branded bank card with trade name Cibank Auto roadside assistance and other services listed below on the territory of the Republic of Bulgaria and Europe:

1.1. Free-of-charge supply of electricity to the vehicle in case of battery failure and changing a flat tire for the period of validity of the card;

1.2. 10 percent (10%) discount upon using all the services offered at the workshops of SBA Association (except for automotive panel beating and automotive painting ones);

1.3. One (1) completely free-of-charge technical check (there may occur additional payment for LPG - BGN 5 - and fire extinguisher) at the workshops of SBA Association (the service may be used immediately after payment of the membership fee);

1.4. Free-of-charge information services by the control center of SBA Association at the following contact phone numbers: 146 (directly from mobile phone) and 02/9803308; 02/91146 - about the condition of roads, as well as about workshops, shops for automotive parts, etc.;

1.5. Assistance aimed at ensuring hotel accommodation;

1.6. Free-of-charge work by a roadside assistance mechanic aimed at repairing the damage in the place where the vehicle became immobile – up to 30 minutes; the used spare parts shall be at the expense of the serviced person;

1.7. Free-of-charge transport of the damaged vehicle to a workshop located in the nearest regional city.

1.8. In case the Holder/Cardholder wishes the vehicle to be transported in a direction different than the one of the nearest regional city, the arrival of the vehicle for roadside assistance and the transport at a distance of up to 30 (thirty) km shall be free of charge, and exceeding the said 30 km shall be paid for with 20% discount. In case the damage has occurred in the settlement specified as parking place for the vehicle, it shall be transported free of charge to the nearest workshop in the settlement or to the address of the parking place;

1.9. Discounts under the “Show your Card!” program. Detailed information about the program is available at the website of SBA Association.

2. General information about the services provided by SBA Association

2.1. Any Holder/Cardholder may use the additional service of free-of-charge roadside assistance for up to 50 km in Greece, Turkey, Macedonia, Serbia and Romania. The kilometers shall be counted from the place of departure of a roadside assistance vehicle. Roadside assistance and the other services shall be provided by SBA Association not earlier than 48 hours after payment of the annual membership fee from 00.00 h on the day of payment. After the card expiry date, SBA Association is not obliged to ensure free-of-charge roadside assistance and use of discounts for the remaining services;

2.2. If the Holder/Cardholder uses the services of third parties, SBA Association may not refund the amounts which he/she has paid or has agreed to pay to them. In case the Holder/Cardholder has not used the services in the period of the card, he/she may not request complete or partial refund of the funds paid for it;

2.3. Roadside assistance shall be provided when the control center of SBA Association is informed at phone numbers 02/91146, 02/9803308 and from mobile phone number 146 about the damage and the following data are provided: Personal Identity No. of the Holder/Cardholder, registration number of the vehicle, brand, model, type, place where it broke down, direction of travel and, if possible, contact phone number. In case of failure to provide these data as well as other data which are necessary in order to provide the service, SBA Association is not obliged to provide it;

2.4. Up to 5 minutes from the notification, SBA Association shall take actions in order for the roadside assistance vehicle to depart and shall ensure that it arrives at the place where the vehicle became immobile as fast as the traffic allows;

2.5. The Holder/Cardholder is obliged to wait for the arrival of the roadside assistance in the immediate proximity of his/her vehicle and to provide access within 5 minutes from its arrival. In case after the request is made the damage is repaired, he/she is obliged to inform the control center immediately. In case of failure to comply with these requirements, SBA Association shall be released from the obligation to provide roadside assistance. Repeated call in the same place and for the same vehicle shall be paid by the Holder/Cardholder;

2.6. Free-of-charge services may not be performed in case of insurance events (road accidents, acts of vandalism, arson, etc.) for which the Holder/Cardholder is entitled to receive monetary compensation against an invoice from an insurer (for example, when there is Casco insurance for the vehicle). In such cases, roadside assistance provided by SBA Association upon road accidents shall be paid*;

2.7. The representatives of SBA Association are not obliged to draw out the vehicle in case due to its location (bogged down in a gully, pit, mud, sand, snow, lake, river and other water bodies) or for other reasons it cannot be drawn out or pulled out without special means and it may be damaged;

2.8. In such cases, the representatives of SBA Association, upon explicit request from the person using the service who is aware of the possibility of damage upon the process of drawing out, shall endeavor to draw out the vehicle by the available means within the time for free-of-charge repair. If under these circumstances the vehicle is drawn out but this results in a damage of it or its load, SBA Association may not be held responsible and may not owe compensation;

2.9. In case SBA Association cannot perform the service and special means are required for this, SBA Association shall assist the Holder/Cardholder in ensuring such means, and the latter shall pay all the costs related to the special means and their use;

2.10. If the vehicle has suffered a damage in a garage from where it cannot be drawn out, SBA Association shall provide the service within the time for free-of-charge repair without being obliged to withdraw the vehicle, and the used spare parts shall be at the expense of the Holder/Cardholder;

2.11. The representatives of SBA Association may not install anti-skid chains free of charge;

2.12. The representatives of SBA Association are not obliged to move other road vehicles and property so that the vehicle can be prepared for the service to be provided;

2.13. If the damage has occurred outside a road of the national road network (on a forest road, agricultural road or private road in a property, as well as on a road closed by the competent authorities), SBA Association is not obliged to provide roadside assistance. For damages which have occurred on roads in resort complexes, campgrounds, etc. with special requirements for access, the user of the card is obliged to provide the representatives of SBA Association with access in order to provide roadside assistance. Otherwise the service may not be provided;

2.14. When the roads are closed by the authorities, hard to pass or impossible to pass due to unfavorable weather conditions or road facilities such as bridges disrupted due to landslides and other similar circumstances, SBA Association is not obliged to provide roadside assistance. The service shall be provided after the road is opened for use;

2.15. In case the Holder/Cardholder changes his/her vehicle, he/she is obliged to report the data on the new vehicle by phone to the control center of SBA Association at the following phone numbers: 02/91146; 02/9803308 In this case, roadside assistance shall be provided from 00.00 h on the day following the day of notification. Roadside assistance may not be provided for the vehicle no longer associated with the card;

2.16. In case the Holder/Cardholder behaves in a way that misleads the representatives of SBA Association (unnecessarily calling roadside assistance, providing incorrect information and the like, as well as rude attitude to the representatives of SBA Association), roadside assistance may not be provided. The membership in SBA Association shall be considered terminated without refunding the sums paid for the card;

2.17. In case the services provided by SBA Association are needed and the card has been lost or destroyed but the data on the vehicle exist in the information system of SBA Association, the services shall be provided and the Holder/Cardholder is asked to request at the Bank that the card is reissued, for which he/she shall owe a fee in line with the Tariff;

2.18. The Holder/Cardholder may use the rights under the previous item once;

2.19. SBA Association shall be released from responsibility for not fulfilling road assistance obligations in cases of force majeure, including a ban on moving the damaged vehicle imposed by competent authorities – until the ban is removed.

*Notes:

- The Form for issuing and servicing a co-branded contactless debit card MasterCard Pay Pass with trade name Cibank Auto shall contain the following information, for whose reliability the Holder/Cardholder shall be responsible:
 - vehicle reg. №, brand, model

- city where the parking place is located;
- In case, upon an insurance event, SBA Association provides roadside assistance service to persons insured at DZI, Euroins, Victoria, etc., the Holder/Cardholder may not pay for this service. In case, upon providing the said service, the kilometers permitted by the insurer are exceeded, they may not be paid for by the Holder/Cardholder.

IV. Termination of the contractual relations

1. The Holder/Cardholder shall be entitled to terminate his/her contractual relations under the respective hypotheses stated in the General Terms and Conditions for Payment Services of CIBANK JSC and the General Terms and Conditions of CIBANK JSC for Issuance and Servicing of Bank Payment Cards for Individuals; paid fees, commissions and expenses, including ones paid in advance, may not be refunded.

V. Final provisions

1. An integral part of these terms and conditions shall be the General Terms and Conditions for Payment Services of CIBANK JSC and the General Terms and Conditions of CIBANK JSC for Issuance and Servicing of Bank Payment Cards and the tariff of CIBANK JSC for individuals and the respective appendixes thereto.

2. The Bank shall be entitled to unilaterally amend general terms and conditions, the tariff and the appendixes thereto, of which it shall inform the Holder/Cardholder at the official website of CIBANK JSC: www.cibank.bg and at the official website of SBA ASSOCIATION: www.sba.bg

3. In cases where the payment service user is a User within the meaning of the Payment Services and Payment Systems Act and the amendment is not in his/her favor, it shall enter into force two months after the date of their publication at the website of the Bank/Association.

4. In case the amendment is in his/her favor, it shall enter into force as soon as it is published at the website of CIBANK JSC/SBA Association.

5. Regarding issues not settled in these terms and conditions, the clauses of the General Terms and Conditions for Payment Services of CIBANK JSC, General Terms and Conditions of CIBANK JSC for Issuance and Servicing of Bank Payment Cards and the provisions of the current legislation shall apply.

6. In case of discrepancy between a clause of these terms and conditions and a provision of the current legislation, the legislative provision shall apply.

These Special Terms and Conditions have been adopted by the MB of CIBANK JSC under Minutes №15/11.04.2016, in force as of 18.04.2016.

Date:

On behalf of CIBANK JSC:

On behalf of SBA:

I hereby declare that I have received these Special Terms and Conditions signed by CIBANK JSC and SBA, I am familiar with their contents and I accept them.

Holder/Cardholder:
(full name, signature)