

# GENERAL TERMS AND CONDITIONS FOR ISSUANCE AND SERVICING OF BANK CARDS BY CIBANK JSC TO INDIVIDUALS

## I. GENERAL PROVISIONS

1. These **General Terms and Conditions** aim to regulate the relations between CIBANK JSC, hereinafter called **the Bank**, registered in the Commercial Register of the Registry Agency with UIC 831686320, with address in Sofia City, seat of management at 1 Tsar Boris III Blvd. and web address [www.cibank.bg](http://www.cibank.bg), supervised by BNB (Bulgarian National Bank), Bank Supervision Division, and a customer of payment services (called **Holder**) and authorized user of payment services (called **Cardholder**), for the issuance and maintenance of a bank payment card (**bank card/card**).

2. These General Terms and Conditions become binding for the Holder/Cardholder on the day of signing a Framework Contract for the provision of payment services to individuals, hereinafter called "**Framework Contract**", being an integral part thereof, or on the date of their acceptance in writing by the Holder/Cardholder by depositing an Application for the issuance of a bank card to individuals (hereinafter called **Application**), if the two dates are different.

## II. ISSUANCE AND USE OF A BANK CARD

3. The bank card is a type of payment instrument, onto which electronic information is recorded and which is used repeatedly to identify the Cardholder, to whom the card has been issued, and provides remote access to the funds in the bank account and/or to a previously defined credit limit, negotiated between the Holder and the Bank.

4. The card is owned by CIBANK as an issuer.

5. The card may only be used by the Cardholder himself/herself, in compliance with these General Terms and Conditions, and shall not be transferred.

6. The card shall be issued for a fixed term, where the period of card validity is written in the format MM/YY (month/year) on the front side of the card and expires on the last calendar day of the respective month.

7. CIBANK issues the following types of cards:

7.1. domestic and international debit cards **Maestro for local and foreign individuals**, under the following conditions:

- Submission of an Application for the issuance of a card (template), including an acceptance in writing of these General Terms and Conditions;
- A current account /CA/ opened in the Holder's name in the national currency;
- Signing a Framework Contract;
- The General Terms and Conditions have the effect of a Contract for the issuance of a bank card.

7.2. domestic and international debit cards **Visa Electron for local and foreign individuals**, under the following conditions:

- Submission of an Application for the issuance of a card (template), including an acceptance in writing of these General Terms and Conditions;
- A current account /CA/ opened in the Holder's name in the national currency (BGN), Euro (EUR) or US dollars (USD);
- Signing a Framework Contract;
- The General Terms and Conditions have the effect of a Contract for the issuance of a bank card.

7.3. international credit cards with minimum balance requirement and/or overdraft- **MasterCard Standard, MasterCard Gold and Visa Classic for local and foreign individuals**, under the following conditions:

- Submission of an Application for the issuance of a card (template), including an acceptance in writing of these General Terms and Conditions;
- A current account /CA/ opened in the Holder's name in the national currency (BGN), Euro (EUR) or US dollars (USD);
- Signing a Framework Contract;
- Signing a Contract for the issuance and maintenance of a bank payment card MasterCard/Visa with a minimum balance requirement and/or overdraft to individuals.

7.4. revolving credit cards with an interest-free period **MasterCard Standard, MasterCard Gold and Visa Classic for resident individuals**, under the following conditions:

- Submission of an Application for the issuance of a card (template), including an acceptance in writing of these General Terms and Conditions;
- A current account /CA/ opened in the Holder's name in the national currency (BGN).
- Signing a Framework Contract;
- Signing a Contract for the issuance and maintenance of a revolving credit card with an interest-free period.

8. In terms of how the available balance is formed:

- based on actual CA balance;
- based on granted CA overdraft. The amount, conditions and collateral of the overdraft shall be stipulated in a separate Overdraft Contract.

- based on granted revolving credit, which can be used through the Card. The amount, conditions and collateral of the credit shall be stipulated in the Contract for the issuance and maintenance of a revolving credit card with an interest-free period.

9. The Bank shall issue bank cards on the basis of a power of attorney, certified by notary – with the express right granted to the proxy to conclude the contracts required for the issuance of the card, to open the necessary accounts on behalf of the authorizer, and to register any possible collateral or security.

10. The card shall be received by the Holder/Cardholder in person or on the basis of a power of attorney, certified by notary – with the right granted to the proxy to receive the card issued.

11. Access to the card account/credit limit is possible via all ATM and POS terminal devices in Bulgaria and/or abroad, installed in banks and outlets, with the respective card logo.

12. The card can be used to perform the following operations:

- withdrawal of cash from ATM terminal devices;
- payment for goods and services, and receiving cash via POS terminal devices;
- payment for goods and services, and transfers between accounts via virtual POS terminal devices;
- transfers between accounts via ATM terminal devices in the country (only Maestro cards);
- payment for services via ATM terminal devices in the country;
- inquiries and other payment and non-payment operations.

13. All cards issued can be used to perform operations on-line, where every bank card operation shall be approved by the authorization system of the Bank - BORICA, which is connected to the terminal device, from which the transaction is performed, through a telecommunications environment.

14. Cards bearing the MasterCard and Visa logo may be used to perform off-line transactions, for which no approval from the authorization system of the Bank – BORICA, is required, within limits, stipulated by the respective international card organization. With offline transactions, it is possible to exceed the available balance or credit limit.

15. The cardholder shall pay fees and commissions for the issuance and maintenance of the Card in accordance with the Tariff of the Bank.

16. If the currency of the account, for which the card has been issued, differs from the currency of the transaction, the sums are converted in accordance with the reference rate of MasterCard Inc. for transactions with Maestro and MasterCard cards, or Visa Europe for transactions with cards Visa Electron and Visa Classic on the day when the transaction was settled by the respective payment system.

17. All payment operations are restricted by individual limits for one transaction, for 24 hours in total and for 7 days in total, as well as by a maximum number of operations for card use within 24 hours or within 7 days. The limits are described in the CIBANK Tariff and its annexes (**the Tariff**), unless the parties have agreed otherwise.

18. All operations, related to card use, are automatically registered chronologically, in compliance with the operation rules of the respective payment system, through certain procedures and technical means, which guarantee secure storage and exact reproduction of the information, and exclude any possibility for its subsequent alteration.

19. The card shall be issued together with a four-digit Personal Identification Number /PIN/, which is unique and known to the Cardholder alone.

20. The bank card and a letter with the PIN shall be issued within 5 /five/ work days for the branches and offices in Sofia City and within 7 /seven/ work days for the offices across the country, starting from the date of the Application for card issuance.

21. Upon the customer's request, the Visa Electron, MasterCard and Visa Classic cards with a minimum balance requirement and/or overdraft can be issued as an express order, within 2 /two/ work days for the offices in Sofia City and within 3 /three/ work days for the offices across the country. For express issuance, the Holder shall pay an additional fee, in accordance with the Tariff.

22. The PIN of the Cardholder is a strictly personal, four-digit code which is entered via the keypad of the ATM or the electronic POS terminal, equipped with a special PIN entry device, and serves to prove the identity of the cardholder during PIN-based transactions.

23. Upon receiving the card and PIN, the Cardholder shall carry the full responsibility for keeping them safe.

24. Upon receiving the card and PIN envelope, the Cardholder shall check if the number, printed on the front side of the card corresponds to the number inside the PIN envelope. In case of match, the Cardholder shall sign on the back side of the card in the signature field in the presence of a Bank official and confirm that he/she has received the PIN and card by signing the Application where required. In case the numbers do not match, CIBANK shall issue a new PIN at its expense within 2 /two/ work days for the offices in Sofia City and within 3 /three/ work days for the offices across the country. For Maestro cards, a new card with a new PIN shall be issued.

25. The card and envelope with the PIN shall be kept at a Bank office within 3 /three/ months of their issuance. If the Cardholder/Holder does not collect them within this period, they are subject to destruction.

26. Before the card validity expires, the Bank shall re-issue it automatically or after a written request for card re-issuance has been deposited with an office of the Bank. The request has to be deposited not later than 10 /ten/ days before the validity period expires. The Bank may refuse to re-issue the card without motivating its decision.

27. Before the card validity has expired and with an approved application for re-issuance, the Cardholder may receive his/her new card upon returning the old one, which shall be destroyed. In case of not returning the card, the Cardholder shall pay a fee, in compliance with the Tariff.

28. The Cardholder may perform card operations within 4 /four/ work hours after receiving the PIN and card.

29. The cards Visa Electron, MasterCard and Visa have a special three-digit number, called CVC2 for MasterCard and CVV for Visa, which is used to prove the cardholder's identity during card not present transactions – the last three digits, printed on or next to the signature stripe on the back of the card. The code is unique for every card. The customer shall undertake to keep his/her CVC2/CVV code and the number of his card confidential.

30. The Cardholder may perform card transactions within the amount of available balance, determined as follows:

- for cards, based on actual balance and/or overdraft granted, the available balance shall be calculated as a sum of the available funds on the CA, plus the approved unused overdraft amount and minus the minimum balance requirement, as stipulated in the Tariff, and/or blocked amounts;
- for cards, based on credit limit under a revolving credit, the difference between the approved unused credit limit and the minimum balance requirement, stipulated in the Tariff and/or blocked amounts.

31. Payment operations with the bank card are approved after the Cardholder has granted consent and identified himself/herself in any one of the following ways:

- during ATM transactions – via PIN entry;
- during POS transactions – via signing on the POS receipt and/or PIN entry.
- during payments without the physical presence of the card – MailOrder/TelephoneOrder transactions– via CVC2/CVV code entry.
- during payments without the physical presence of the card for good and services provided by Internet merchants
  - for online merchants, who do not support the 3D Secure protocol, known by the trademarks "Verified by Visa" or "MasterCard Secure Code" – the number of the card, expiry date, CVV/CVC2.
  - for online merchants, who support the 3D Secure protocol, known by the trademarks "Verified by Visa" or "MasterCard Secure Code" – the number of the card, expiry date, CVV/CVC2 and a 3-D Secure Code, entered when using the service "Secure Internet payments". The registration and the usage of the service are described in the Terms and conditions for using the service "Secure Internet Payments" with a bank card from CIBANK JSC, which are an integral part of the current General terms and conditions.

32. During card transactions, the Cardholder may be invited to identify himself/herself via an ID document.

33. If a Cardholder enters the wrong PIN three times consecutively, the PIN-based transactions with the card shall be automatically blocked. Upon the next attempt to use an ATM, the Card may be captured within the device.

34. If the Cardholder forgets his/her PIN, then upon a written application:

- the Bank issues a new card and PIN letter for Maestro cards;
- the Bank issues a new PIN for cards Visa Electron, MasterCard and Visa within the period, stipulated in item 20, for which a fee shall be paid, in accordance with the Tariff.

### III. OPENING AND OPERATING A CA

35. For the purpose of operating with cards Maestro, Visa Electron, MasterCard and Visa with a minimum balance requirement and/or overdraft, the Bank opens a current account (CA) in the name of the Holder.

36. For the purpose of operating with revolving credit cards MasterCard and Visa, the Bank opens a current account (CA) in the name of the Holder, which shall be used for all types of payments in accordance with the General Terms and Conditions of CIBANK JSC concerning payment services for individuals.

37. Upon depositing an Application for the issuance of a bank card, the Holder shall pay in minimum a sum, stipulated by the Bank, which includes the minimum balance required and other fees, in accordance with the Tariff.

38. The Bank shall issue a bank statement on the account operations and present it to the Holder in the form and terms, stipulated in the Framework Contract.

39. The current account shall be credited in the following ways:

- by cash payments at a Bank counter;

- by intra-bank transfers;
- by transfers from other banks /in the country and abroad/.

40. The Holder may withdraw cash from his account at a counter, without presenting the bank card. The operation shall be performed after a fee shall be charged, in accordance with the Tariff. After the counter withdrawal, the CA balance shall not be any less than the minimum balance requirement of the Bank, plus the pending authorizations for payments.

41. The funds in the current account shall accumulate an interest, according to the Tariff.

42. The current account shall be closed in case of contract termination, but not earlier than 14 (fourteen) days for Maestro and Visa Electron cards, and 30 (thirty) days for MasterCard and Visa Classic cards, after a reason for such termination has arisen. For this period, the funds in the card account shall be blocked to cover pending authorizations for payments. After the period expires and after all due fees, commissions and other expenses have been charged to the CA, the account balance:

- accumulates interest and is paid at a counter;
- is transferred to another account, specified by the Holder.

### IV. ISSUANCE OF ADDITIONAL CARDS

43. The Bank shall issue additional bank cards upon application by a Holder of a current account in his name, under the following conditions:

- a deposited application form for the issuance of an additional card in the name, specified by the Holder, with limits for using the additional card;
- The Cardholder of the additional card may also be a minor related in a descending line to the Holder;
- The additional card may be used to perform all payment operations, stipulated in item 12;
- The CA Holder shall undertake to acquaint the cardholders with additional cards with the bank card operation rules and the general terms and conditions;
- The limits of the additional cards may be changed only by the CA Holder;
- The cardholder of the additional card has the right to:
  - block the card in case of loss or theft;
  - block the card temporarily, without naming a reason for that;
  - deactivate the card.

44. The issuance and use of additional cards shall be the responsibility of the Holder and entirely at his own risk.

45. For all damages, inflicted to the Bank or third parties, related to additional bank cards, issued by CIBANK, the Holder shall incur liability as well.

46. All fees, commissions and other expenses, incurred with regard to card use, shall be paid by the CA Holder.

47. The additional card shall be deactivated upon termination of the contract with the CA Holder.

### V. RIGHTS AND OBLIGATIONS OF THE HOLDER/CARDHOLDER

48. The Cardholder may withdraw money from an ATM or POS terminal or pay for goods and services within the amount of the available balance, card status or transaction limits.

49. The cardholder shall undertake to change the PIN provided by the Bank with a value, known to him alone, via an ATM terminal device, serviced by the Bank or other Bulgarian banks, whose system operator is BORICA.

50. The Cardholder shall undertake to keep his PIN confidential and not store it together with his card, not write it on the card, as well as to take all necessary measures to prevent its becoming known to third parties, including when entering the PIN through an ATM or POS keypad.

51. The Cardholder shall be the only person to use the card.

52. The Cardholder shall undertake to use the card with due care, store it carefully, and protect it from physical damage, magnetic and electromagnetic fields.

53. The Cardholder is entitled to a total of 10 /ten/ cards of all the card types, issued by the bank.

54. The cardholder shall immediately notify the Bank in case of:

- Destruction, loss, theft, misappropriation or unauthorized use of the bank card, as well as PIN disclosure by a third party;
- Bank card operation performed without the approval of the Cardholder;
- A mistake or irregularity he has discovered during the Bank's operations with the account.

55. The Cardholder can notify the Bank of the circumstances enumerated in the preceding article on telephone number **+3592981 05 29**. A notification of destruction, loss, theft, deforcement, forgery or use of the bank card in any other illegal manner, as well as PIN disclosure by a third party, can be sent via the system operator BORICA at any time by calling **+35929702 616** and is valid only if the Cardholder provides the number of his card and his ID number.

56. The notification under the preceding article shall be made by phone or fax, or in writing at the offices of the Bank. In case of phone or fax notification, the cardholder shall be obliged, within 3 /three/ work days, to provide the Bank with a written confirmation by filling in an Application for card blocking at a bank counter, describing the reasons thereof.

57. The Cardholder may demand the issuance of a new card in writing, within the period under item 20 and in the following circumstances:

- destruction of or damage to the card;
- loss, theft or other deforcement of the card;

Before receiving the new card, the Cardholder shall return the old one (whenever possible), which shall be destroyed in his presence. The Cardholder, in accordance with the Tariff, shall pay for the issuance of the new card.

58. The cardholder shall undertake to return his card to the Issuer within one month of the validity expiry date, the date of early contract termination, respectively. In case of default or overdue payments, the Bank has the right to charge a fee in accordance with the Tariff.

59. The Holder shall grant his consent to CIBANK to inform the system operator BORICA, MasterCard Inc. and Visa Inc. about his card's parameters, the available amount and related limits.

60. The cardholder has the right to dispute the data on the operations in the monthly bank statement, by filling in a claim form /template/ and depositing it with an office of the Bank within 30 /thirty/ days of the date of issuance of the statement, which contains the disputed transaction. If the data in the statement is not disputed within the said period, they shall be considered approved by the Cardholder. Not receiving the statement is not a reason for extension of the period.

61. Upon receiving a claim form from a cardholder, the Bank starts a procedure to determine the authenticity of the operation/operations and the legitimate use of the bank card, including its personalized protection characteristics. Complaints under item 60 shall be considered in accordance with the rules and terms, stipulated by the international card organizations MasterCard Inc. and Visa Europe.

62. If the Cardholder claims not to have approved a particular payment operation, the Bank recovers the amount in question within 21 /twenty one/ days.

63. If, upon concluding the authentication procedure concerning the operation, the claim is found to be unjustified:

- the Cardholder covers all expenses related to the claim;
- the Cardholder pays a fee for an unjustified claim, in accordance with the Tariff;
- The amount, recovered under item 62, shall be debited from the account/credit limit of the Cardholder. If funds are not sufficient at the time of debiting, the Bank has the right to constitute a debt in the form of an unauthorized overdraft, accumulating an interest in accordance with the Tariff.

64. The provisions made in item 63 shall not apply and the Cardholder shall suffer the losses related to all unauthorized payment operations as the result of a lost, stolen or misappropriated card, whose personalized protection features he had not succeeded to protect, but these shall not exceed BGN 300.

65. The Cardholder shall suffer any loss, related to unauthorized payment operations, if he had caused them through fraud or deliberate failure to perform one or more of his obligations, or due to gross negligence. In this case, the Cardholder shall cover the damages, irrespective of their amount.

66. The Cardholder shall not cover any material damage, originating from the use of a lost, stolen or misappropriated bank card for transactions approved online, performed 4 /four/ hours after the notification, stipulated in item 55, except when the Cardholder has committed fraud.

67. If the Holder/Cardholder permits the sum of the funds spent through the card to exceed the available amount, the BANK shall automatically open a loan account for the Holder, which shall be treated as an unauthorized overdraft and an interest rate of the respective currency will apply, in accordance with the Tariff. At that moment the debts of the Holder/Cardholder become immediately due and the BANK may block the card, choosing for every particular case whether to declare it in the electronic stop-list. The Holder shall undertake to cover all expenses of the BANK, related to the Card's blocking.

68. In the cases under item 67, the Holder grants his express consent for the automatic collection of his debts to the Bank, on the basis of which the Bank may collect amounts due by automatically debiting his bank accounts (current and savings account, etc.) in national and foreign currency in CIBANK, including, where necessary – by buying it out and converting it according to the Bank's exchange rate on the day of the operation, with the right to break the Holder's term deposits before maturity with the resulting negative consequences for the interest rate of the deposit, as stipulated in the deposit contract. After the amounts due have been received, the rest of the funds in the deposit shall accumulate the existing current account interest rate. The Holder shall entitle the Bank to determine the order in which his debts to it will be settled /also in the case of automatic collection/, if they stem from two or more credit relationships between him and the Bank, and the available balance in his account is not sufficient to cover them in full.

69. The Holder/Cardholder shall be obliged to notify the Bank immediately upon any change occurring in the declared data. Otherwise, all notifications, invitations and information, sent by the Bank to the known address, would be considered as received.

70. The Holder/Cardholder pays all due fees for the maintenance and use of a bank card, according to the Tariff, which the Bank automatically collects from the CA.

## VI. RIGHTS AND OBLIGATIONS OF THE BANK

71. The Bank shall undertake to perform the operations under the Holder's CA within the amount of available balance, while observing the rules for maintaining the fixed minimum balance required and the limits of the cards credited through this account. If the customer grants permission for operations, exceeding the available balance/credit limit, offline transactions included, the Bank has the right to constitute a debt for the respective amount in the form of an unauthorized overdraft, accumulating an interest in accordance with the Tariff.

72. The Bank shall undertake to perform payments in the chronological order, in which the transaction orders have arrived.

73. The Bank automatically collects the fees and commissions owed by the Cardholder from the CA or the credit limit, in accordance with the Tariff. If the funds/credit limit is insufficient, the Bank has the right to constitute a debt for the respective amount in the form of an unauthorized overdraft, accumulating an interest in accordance with the Tariff.

74. The Bank has the right to change, unilaterally, the fees, commissions and interest rates, applied during card transaction, of which she informs the Holder/Cardholder on the website of CIBANK [www.cibank.bg](http://www.cibank.bg) and/or by making the information available in visible spots in its bank offices, at least two months before the changes come into effect.

75. The Bank has the right to change the limits and parameters, related to bank card use.

76. The Bank shall undertake to accumulate the interest on the CA funds according to the interest rate, stipulated in the Tariff.

77. The Bank shall protect and keep the bank secret with regard to the Holder's assets. The Bank has the right to provide information about the CA balance only upon the express written permission of the Holder or in compliance with the procedures, established by law.

78. The Bank informs the system operator BORICA and MasterCard Inc. and Visa Europe of the status of the Holder's CA, as well as of the parameters and limits of the cards, serviced by the account.

79. The Bank shall undertake to ensure that the Cardholder can notify loss, theft, other deforcement, forgery or illegal use of the Card in the form, stipulated in item 55.

80. In the case of the preceding article, the Bank shall undertake to block the online operations with the Card within 4 hours after receiving the confirmation from the Cardholder under item 55 and to inform the BORICA system operator of its denial of the card payments.

81. The Bank has the right to obtain receivables automatically, without the interference of the court, from all accounts of the Holder in the Bank in order to cover his debts under issued bank cards.

## VII. ACTIVATING, BLOCKING, UNBLOCKING, AND DEACTIVATING

82. **Activating** – of the Bank card is changing the status of the card, allowing it to perform on-line transactions.

83. **Blocking** – a temporary ban on using the card on-line. The card may be blocked on the grounds of:

- loss, theft, or other deforcement, forgery or illegal use of the Card – the Cardholder sends a notification by phone, fax, followed by an application in writing, personally submitted to the Bank – a confirmation to block the card;
- a distraint imposed on the CA – the Bank can block the cards issued to this account;
- a card, captured by an ATM;
- an order from the Cardholder/Holder;
- upon the CA holder's request – for all/some cards serviced by the account, if a written application for that has been submitted;
- incorrect use of the card – three unsuccessful attempts to enter the PIN or a card forgotten in the ATM, etc.;
- violation of these General Terms and Conditions by the Cardholder/Holder;
- suspicions concerning the card security;
- suspicions concerning unauthorized use of the card;
- fraudulent usage of a card;
- a considerably increased risk for the Cardholder to not be able to pay his debts – for cards with a credit limit/overdraft;

84. The Bank shall inform the Cardholder of blocking the card and the reasons, which made blocking necessary, unless the provision of such information is prohibited in view of security or with regard to legal requirements preventing the notification of the cardholder.

85. In order to block the card effectively for offline transactions, it is necessary to enter it into international electronic stop-lists. This is implemented through MasterCard Inc. or Visa Europe within 10 /ten/ work days after a written application has been received from the Holder for entering the international stop-list, for which the Holder shall pay fees in accordance with the Tariff.

86. The card shall remain blocked until its validity expires, unless the reasons for blocking are dropped.

87. The CA Holder shall pay a fee for the blocking of the card, in accordance with the Tariff.

88. **Unblocking /normalization/** of the Bank card – permission to perform operations with the card after the reason for blocking has been dropped.

89. The Bank unblocks /normalizes/ the card within 4 /four/ work days of receiving a written Application for unblocking from the CA Holder in the offices of CIBANK.

90. The CA Holder shall owe a fee for every unblocking /normalization/, in accordance with the Tariff.

91. **Deactivating** of the Bank card corresponds to a definitive ban on operations with the card. Reasons for deactivation:

- expiry of the card validity;
- termination of the Contract for issuance and maintenance of the card;
- loss, theft, physical damage or destruction of the card, and subsequently a written Application, deposited with the Bank;
- at the Bank's discretion.

### VIII. LIABILITY

92. The Holder shall be liable for all debts, resulting from card use. The Bank shall not check for the lawfulness of the transactions, unless the law stipulates otherwise. In case of failure to perform his obligations to the Bank with regard to card use, the Holder may not make claims, based on his relations with third parties.

93. If a bank card has been used without authorization by a person different from the Cardholder and this illegal use has not been caused by his action or inaction, the liability for the damage shall be taken on in compliance with the applicable legislation.

94. The Cardholder may not demand from the Bank to recover the amounts paid, if he has not fulfilled his obligations or if the payment has occurred as the result of the Cardholder's willful misconduct or gross negligence.

95. The Bank shall not be liable for its refusal to approve card payments, if the notification of destruction, loss, theft, forgery or any other illegal use of the card is untrue.

96. The Bank shall not be liable for refusal to perform the card operation in case of insufficient available balance in the Cardholder's card.

97. The Bank shall not be liable in case of groundless refusal by third parties to accept payments with the card or if the payment initiated cannot be performed with the card for technical, communication or other reasons, beyond the Bank's control.

98. The Bank shall not be liable for waiting authorizations, unclaimed by a merchant who accepts payments with bank cards, initiated and approved by the Cardholder and reserved for future payments.

### IX. TERMINATION

99. The contractual relations for the issuance and maintenance of the Card shall be considered terminated, as follows:

- upon expiry of the Card validity and no application deposited for the issuance of a new card;
- unilaterally, by the Holder/Cardholder – an application for closing of the Card with one-month contract termination notice, starting from its deposition with the Bank;
- unilaterally, by the Bank – if the Cardholder does not appear to receive a new Card within 3 /three/ months after the validity of the old card has expired; upon violation of the contract or the current General Terms and Conditions by the Holder/Cardholder.
- upon the death of the Holder/Cardholder or his placement under judicial disability;
- In other cases, as stipulated in the law or the internal regulations of the Bank.

100. The termination of the Framework Contract does not release the Holder/Cardholder from his obligations under item 99.

101. Operating with the CA amounts may be allowed under the conditions, specified in item 42.

102. If when an application is submitted for closing the card by the Holder/Cardholder, there is an ongoing procedure under item 61, the contractual relations shall be terminated after the procedure has been completed.

103. In case of the Holder/Cardholder's death, the heirs shall return the card and shall be able to operate with the CA funds after presenting a Certificate of Heirship and a certificate proving that they have paid inheritance tax or that such a tax is not due.

### X. RESOLUTION OF DISPUTES

104. If such legal interest exists, the Holder of the bank card shall be entitled to deposit a request with the Bank for the resolution of a dispute, arisen during CA-related operations and use of the bank card, excluding the cases of questioning a transaction before MasterCard Inc. or Visa Europe.

105. The request must contain the three names of the Holder, an address for correspondence, telephone, a claim to the Bank, an account of the circumstances on which the request is based, a description of the documents, if any are enclosed, and the signature of the Holder/Cardholder.

106. The Bank shall notify in writing the Holder/Cardholder of its decision on every filed complaint within 7 /seven/ days of its deposition in an office of the Bank in a way, settled between the parties upon the filing of the request.

107. If the Bank does not deliver a decision within the stipulated period, as well as if the decision does not satisfy the Cardholder, the dispute may be referred to the Conciliation Commission on Payment Disputes under the Consumer Protection Commission.

108. For the consideration of a dispute-related request deposited with the Bank, the Cardholder shall pay a fee in accordance with the Tariff, and cover the expenses for inquiries and checks of other banks, issuers of electronic payment instruments and participants in the card payments.

### XI. ADDITIONAL PROVISIONS

109. The Bank shall be unilaterally entitled to make amendments to these General Terms and Conditions and the Tariff, and its annexes, of which it informs the Customer on the website of CIBANK [www.cibank.bg](http://www.cibank.bg) and/or by making information available in visible places in its bank offices, at least two months before the amendments come into effect.

110. With regard to issues not settled in these General Terms and Conditions, the relevant governing Bulgarian legislation and the rules of MasterCard Inc. and Visa Europe shall apply.

*These General Terms and Conditions were adopted by the Management Board of CIBANK with Minutes No. 44 of 12.11.2009, amended by the Management Board of CIBANK with Minutes No. 24 of 23.06.2011, in force as of 01.07.2011 г.; for existing customers in force as of 01.10.2011.; the amendment of Article 99 is with immediate effect; amended by the Management Board of CIBANK with Minutes No. 9 of 02.03.2012, in force as of 12.03.2012 ; for existing customers in force as of 12.05.2012.*