

## GENERAL TERMS OF UBB AD ON PAYMENT SERVICES FOR INDIVIDUALS

### I. SUBJECT

1.1. These General Terms settle the relations between UNITED BULGARIAN BANK AD (referred to hereinafter as the Bank or UBB), registered in the Commercial Register with the Registry Agency, Company ID Number 000694959, with its supervisory authority being the Bulgarian National Bank, registered as Administrator of Personal Data under number 0006399 with the Commission for Personal Data Protection, having its seat and registered office at the following address: Sofia city, 89B Vitosha Blvd., electronic address [www.ubb.bg](http://www.ubb.bg) and the User of Payment Services, (referred to hereinafter as Client), having user capacity, in line with payment services and payment instruments, relating to those, as follows:

1.1.1. Opening, servicing and closing of payment (current) and of other bank accounts. Bank accounts can be payment, as well as non-payment ones (accounts, opened only for storing of funds or for repayment of loans);

1.1.2. Effecting of payments through using payment instruments, offered by UBB, regardless of the availability of a bank account;

1.1.3. Submission of payment orders for credit transfers;

1.1.4. Submission of orders and consents for direct debit;

1.1.5. Effecting of cash operations and cash transfers;

1.1.6. Access to accounts and bank cards through online banking and mobile banking;

1.1.7. (deleted, with effect as from 12.06.2022)

1.1.8. (deleted, with effect as from 27.05.2020)

1.1.9. Submitting orders, giving consents with regard to accounts and cards and inquiry services through a Client Contact Center;

1.1.10. Submitting of orders for recurring fund transfers; Other, which the Bank may create for use by the Client.

1.1.11 Other, which the Bank may create for use by the Client.

1.2. The relations between the Bank and the Client with regard to payment services are described in these General Terms, comprised of general sections, treating all payment services and instruments, as well as special sections, describing the specifics of the separate types of payment services and the related to them payment instruments, except for the explicitly stated in the Transitional and Final Provisions of the present General Terms.

1.2.1. Information about the settlement of relations between UBB and heirs of deceased clients are an integral part of these General Terms and are available on UBB's web site [www.ubb.bg](http://www.ubb.bg)

1.2.2. The terms and conditions for utilization of an approved credit limit, applicable to credit cards, are an integral part of these General Terms, as regards credit card agreements, concluded with United Bulgarian Bank AD, Company ID Number 000694959 prior to 23.07.2014, and are accessible on UBB's website [www.ubb.bg](http://www.ubb.bg)

1.2.3. (new, adopted on 16.03.2020, with effect as from 27.05.2020) The relations between the Bank and the Client regarding the issuance and use of payment debit and credit cards, shall be settled by the General Terms on Issuance and Use of Payment Debit and Credit Cards, representing an integral part of the agreement for issuance of the respective payment card.

1.3. (amended on 11.11.2019, in effect as from 18.11.2019). For any account, as well as for certain types of payment instruments (bank cards and online banking and mobile

banking) a separate agreement shall be signed, specifying the characteristics of the particular payment service or payment instrument. The Client's signature or the signature of another authorized person to dispose of the account under the account opening agreement and/or in the Client Identification Questionnaire shall be accepted by the Bank and the Client as signature specimen of the respective person.

1.4. To bank accounts not used for payment, the rules treating single operations shall apply, regulating the terms and conditions for withdrawing and depositing amounts in those accounts.

1.5. UBB AD Fees and Commissions' Tariff (FCT) and UBB AD Interest Rates' Tariff (IRT), referred to hereinafter jointly as the Tariffs, are an integral part of these General Terms.

### II. COMMUNICATION BETWEEN THE CLIENT AND THE BANK – BECOMING AWARE OF THE TERMS AND CONDITIONS, NOTIFICATIONS, MESSAGES, ACCOUNT STATEMENTS

#### Becoming aware of the Bank's terms and conditions on payment services and amendments thereto

2.1. These General Terms and the Bank's Tariffs (in their part applicable to the respective payment service or payment instrument) shall be provided to the Client on a long-lasting storage medium prior to signing an agreement for opening an account, issuing of a payment instrument or a payment service, as well as upon request on his/her part. The main method for providing information on long-lasting storage media, which concerns all Clients, is to publish the respective documents in the Bank's website, [www.ubb.bg](http://www.ubb.bg), as the Client shall be obliged to keep himself/herself updated on a regular basis of the Bank's effective terms and conditions for payment services from its website or in UBB branches.

2.1.1. These General Terms and the Tariffs are maintained available for the Client on a hard copy in the banking halls.

2.1.2. These General Terms, the Bank's Tariffs and any other important information for the Client, related to payment services, is available at any time in a specially designated information field on UBB's website [www.ubb.bg](http://www.ubb.bg).

2.2. Upon signing the agreement for the respective account, payment instrument or service, the Client declares that he/she has been provided with these General Terms and the respective parts of the Tariffs, applicable thereto, has become aware of those and has made an informed decision to sign the agreement.

2.3 The Bank shall employ due care to inform its clients of all amendments to these General Terms and the Tariffs in relation to the terms and conditions for effecting of payments, by disclosing information on that not later than two months prior to entering into effect of the changes by one or several of the specified ways:

2.3.1. Detailed information, including all amendments:

a. At specially designated places in the banking halls;

b. At UBB's electronic address [www.ubb.bg](http://www.ubb.bg) in the especially designated for the purpose information field, pursuant to Item 2.1.2 above;

2.3.2. Information on availability of amendments:

a. In the monthly statement to the Client, as the notification shall be considered made, effective from the day when he/she could have received the statement.

b. (deleted, with effect as from 27.05.2020)

2.4. The change shall become effective on the date, indicated in the Bank's notification and shall concern all users of UBB payment services. Upon the Client's disagreement with the changes he/she may at any time terminate the frame agreement

prior to the date, on which the said changes are proposed to become effective, without being liable for any expenses and indemnities.

2.5.1. The minimum two-month period shall not be applicable to the cases of adding a new service or expanding the access channels to an available service, i.e. in the cases when the Bank adds new terms and conditions or proposes more favorable terms and conditions than those, preceding the amendment.

2.5.2. (deleted, with effect as from 27.05.2020)

#### **Change of interest rates on deposit bank accounts (time deposits)**

2.6. In case of a change in interest rate terms and conditions, applied by the Bank on deposits, opened prior to the date of the change, the interest rate terms and conditions shall be updated after the maturity date and shall concern the next agreed deposit period.

#### **Individual information – account statements for movement on accounts and operations with payment instruments**

2.7. (amended on 01.07.2019, effective as of 22.07.2019, on 16.03.2020, in effect as from 27.05.2020) The client shall have access to the individual information about account movements and balances and information about operations with a payment instrument depending on the provisions of the respective contract for account/payment instrument and these General Terms - to be received on a hard copy in a branch of the Bank or available to be viewed and printed - in the Client's user profile in UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)), in online/mobile banking or by email – at a valid email address specified by the Client.

2.7.1. (amended on 16.03.2020, with effect as from 27.05.2020) The client may request receipt of notification for the availability of a new account statement under his/her user profile within UPAY payment gateway by activating the service via UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)). Notifications for the availability of a new account statement shall be sent only to an e-mail address, verified by the Bank, as the service shall be free of charge.

2.7.2. The client shall undertake to inform the Bank in case of his/her failure to receive account statements in the agreed/requested manner. In case of a non-received account statement, of which the Bank has not been informed and more than one period of the agreed term for its receipt has elapsed, it shall be considered that the Client has acted with negligence and has not employed the due care to receive information of the effected transactions, unless he/she has proven an objective impossibility during that period to either notify the Bank or to become informed of his/her account movement / payment instrument transactions.

2.7.3. If the Client has indicated an incomplete or incorrect address, as well as in case he/she has failed to notify the Bank in either writing or by calling its Client Contact Centre of a change in his/her address, all notifications and invitations for which that is the selected manner of notification, sent by the Bank to the Client at the indicated address, shall be considered validly delivered. Upon a twofold failure on different days to find the Client at the address stated by him/her for the purpose of serving the notification, sent by the Bank (regardless of its nature), then the said notification shall be deemed validly delivered.

2.7.4. (amended on 01.07.2019, effective as of 22.07.2019) A statement upon request may be received at any branch of the Bank. When it is received, the Bank shall send a free text message at the Client's mobile phone number registered with the Bank, containing information about the account balance in line with the statement.

2.7.5. Information on account movements/effected transactions over a current period (encompassing the current and the previous month) may be also obtained through the Client Contact Centre, in accordance with these General Terms.

2.7.6. ( in effect since 31.10.2018.) The Bank shall provide at least once per annum upon the Client's request at a branch of the Bank a report on all charged fees, and, if applicable, information about the interest rates for payment account overdraft, credit interest rate on the payment account, as well as the total amount of the accrued interest for the respective period for the services, pertaining to the payment account.

2.7.7. (new, adopted on 01.07.2019, effective as of 22.07.2019) The Bank shall send a free text message once a year at the Client's mobile phone number registered with the Bank, containing information about the balances of the Client's accounts on which there have not been movements in the previous calendar year.

2.8. Each online banking Client, as per the Bank's terms and conditions for this type of service, may receive information on his/her account movements /transactions with his/her payment instrument in his/her personal user profile in the online banking for the period after signing the Online Banking Agreement and after adding the account for use through this channel.

2.9. Each client of UBB, registered and identified as such within UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)), shall obtain access to information about his/her account movement and transactions with a credit card/OK card through his/her personal user profile. Clients, registered in UPAY and identified as UBB clients, shall receive from the Bank notification for availability of a new credit /OK card statement without the need for making an additional request. An electronic account statement shall be sent, following service request in UPAY payment gateway. Notifications shall be sent to the verified electronic address, stated in UPAY. As regards the use of UPAY payment gateway, UBB AD General Terms on Using the Payment Gateway by Individual Clients shall apply.

2.10. (deleted, with effect as from 27.05.2020)

2.11. The communication between the parties hereunder shall be mutual and in both directions, in view of which the Client shall be obligated to keep himself/herself updated on a regular basis (at least once per two months) of the changes or the new features of payment services, which UBB offers, through the Bank's website, its branch network or over the phone of the Client Contact Center. The non-performance on this obligation shall be considered a violation of these General Terms and the specific agreement.

2.12. Clients, who have provided and verified their email address, shall obtain information about the products and services, used by them, as well as up-to-date information about other products and services, offered by the Bank. Email verification shall be made through online banking or the UPAY payment gateway. All notifications about payment products and services, sent by the Bank to the Client at an email, registered by the latter and verified by the Bank, shall be considered duly delivered.

### **III. TERMS AND CONDITIONS FOR REGISTRATION AND IDENTIFICATION OF CLIENTS UPON SIGNING AGREEMENTS FOR OPENING OF ACCOUNTS / ISSUING OF PAYMENT INSTRUMENTS AND REMOTE FINANCIAL SERVICES**

#### **Identification of clients.**

3.1.1. (amended on 03.02.2020, in effect as from 01.04.2020) According to the applicable legislation the Bank shall identify

and verify the identity of clients, by demanding the respective documents, serving for ascertaining their identity. Identification of clients may also be effected remotely through the specialized application for mobile devices (Mobile Banking) of the Bank, and the compatible with it means for remote authentication, ensured by providers of remote authentication means, while observing the applicable legislation. .

3.1.2. (amended on 03.02.2020, in effect as from 01.04.2020, amended on 07.03.2023, in effect as of 07.05.2023) The Client shall prove his/her identity with a valid identity document containing a photograph, issued by the country, whose citizen he/she is, as follows: Bulgarian citizens – ID card; nationals of a Member State of the European Union and citizens of Switzerland – ID card; international passport; non-EU nationals – international passport; refugees and persons who have been granted humanitarian status – refugee card; card of a foreign national who has been granted asylum; card of a foreign national who has been granted humanitarian status; temporary identity card of a foreign national; certificate for travelling abroad for refugees; certificate for travelling abroad for foreign nationals who have been granted asylum; certificate for travelling abroad for foreign nationals who have been granted humanitarian status; certificate for travelling abroad for stateless persons. Upon remote authentication the client shall prove his/her identity by a valid ID card and shall state/fill out all needed data and facts by means of an electronic statement, signed with a Qualified Electronic Signature, issued by a provider of qualified authentication services. With regard to foreigners, permitted to reside in this country residence permits (long-term or permanent) shall be also required, issued by the authorities of the Ministry of Interior. Upon subsequent servicing the client shall identify himself/herself with the document, used upon making the initial identification or with a re-issued document of the same type.

Remote authentication of foreigners is not allowed.

3.1.3. (amended on 03.02.2020, in effect as from 01.04.2020) Representatives of local or foreign natural persons, authorized to open /close accounts, as well as effect operations on these persons' behalf and for their account shall be subject to that same identification /verification procedure, as applicable to the Client.

Remote authentication per proxy is not allowed.

3.1.4. The Client, respectively his/her representative shall consent to the Bank's photocopying his/her identity document for its archives and for having it entered in its electronic system.

3.2. Along with the identification document the Bank may require from the Client or his/her representative also other documents, as well as the filling out of certain declaration statements in view of the particular product, adherence to regulatory requirements or implementation of good banking practices.

3.3.1. The Client shall be obliged to inform the Bank, (through official or notarized private documents), of each and every change in the facts and circumstances, representing a regulatory requirement for opening an account, which may entail change in identification data and ascertained circumstances upon the initial registration in the core banking system. In case of ambiguity in data regarding a Client, the Bank may deny performance of a transaction until the duly certification of the occurred changes in the data.

3.3.2. Upon signing an agreement for opening a new account / issuing of a new payment instrument, the Client shall present only recent data, in case there are changes after the initial registration or such data, required according to the specifics of the Agreement for the respective payment instrument.

3.4. The Bank shall be entitled to refuse registration of a client, respectively the opening of an account, with no obligations to motivate the reasons for the denial.

#### **Terms and conditions for treatment of persons, authorized by the Client**

3.5.1. Account disposal by a proxy shall be permitted in all branches, in case that the power of attorney has been input in UBB's Authorities Verification Electronic System. The Client has the option to restrict the proxy's disposal to particular branches, as stated in the power of attorney. The power of attorney shall be provided by the proxy in original or in a notarized copy, true to the original.

3.5.2. (amended on 16.03.2020, in effect as from 27.05.2020) In case of disposal with amounts in the account by a proxy, the latter shall have to present the identification document, described in the power of attorney. The Bank shall accept the proxy's identification to be also made with a reissued document (upon expiry of the validity of the one, described in the power of attorney). The power of attorney shall have to explicitly indicate the Client's will for disposal by the proxy of the amounts in the account. The Bank and the Client shall explicitly agree that a power of attorney for account disposal rights shall also include the proxy's right of disposal via online and mobile banking, unless the power of attorney explicitly stipulates that the right of disposal shall be limited to the method of physical presence only.

3.5.3. Opening of an account by a re-authorized person shall not be allowed. The performance of operations by a re-authorized person in an already opened account shall be allowed only in case the Client has indicated in his/her initial power of attorney the right of the empowered person to re-authorize.

3.5.4. Should the power of attorney contain complicated assumptions, amount limits or other specific restrictions or requirements of the Client, the Bank may either demand opening of a special-purpose account, pursuant to Item 4.1.3. of the present General Terms, or refuse the rendering of the service to the Client.

3.5.5. In case that the Bank has not been notified beforehand and in writing by the Client that a proxy will appear on his/her behalf, as well as in terms of the range of his/her powers, and the presented power of attorney contains texts, which application is ambiguous, or there is a considerable time period elapsed since the moment of the power of attorney's drafting or its last use, as well as in other cases, explicitly indicated herein, the Bank may refuse rendering the service to the proxy, without justifying its interpretation of the authorization clauses.

3.5.6. In case of changes in the persons, authorized to dispose of the amounts in the account, the Client shall be obliged to immediately and personally notify the Bank. In case of non-notification, the Bank shall be entitled to the rights under Item 3.5.5. In addition, a Data Amendment Card shall be submitted, in the cases when individuals also use online banking.

3.5.7. (amended on 07.03.2023, in effect as of 07.05.2023, amended on 02.05.2023, in effect as of 07.05.2023) In strict observance of the provisions of item 3.7.5.1, the Bank accepts that powers of attorney for disposal of current accounts and savings deposits shall concern also deposits, opened to those.

3.5.8. (amended on 07.03.2023, in effect as of 07.05.2023, amended on 02.05.2023, in effect as of 07.05.2023) In cases other than those provided for in item 3.7.5.1, the Bank shall not accept powers of attorney from Clients, (except for powers of attorney, drawn on the basis of a sample form of the Bank), if the date of attestation of the Client's signature precedes the date of appearance of the proxy at the Bank by more than five years.

3.5.9. (deleted, in effect as of 07.05.2023)

**Powers of attorney, with signatures attested by a notary public, certified by Bulgarian consulate officials abroad; powers of attorney, certified by local administration authorities in the Republic of Bulgaria and registry judges; powers of attorney, certified by foreign notaries**

3.6.1. (amended on 16.03.2020, with effect as from 27.05.2020)  
For the purposes of receiving authentication means for access to online and mobile banking, the Bank shall neither accept powers of attorney with attestation of the Client's signature made by local administration authorities in the Republic of Bulgaria and registry judges pursuant to the procedure of Art. 83 of the Notaries and Notarial Activities Act, nor such, attested by foreign notaries.

3.6.2. (amended on 25.01.2021, with effect as from 28.01.2021)  
The Bank shall accept powers of attorney for disposal of Client's funds upon physical presence, effected through a proxy, holding a power of attorney, certified by a Bulgarian notary public or local administration authorities in the Republic of Bulgaria and registry judges as per Art. 83 of the Notaries and Notarial Activities Act, as well as powers of attorney, certified by Bulgarian consular officials abroad, and in case of foreign notaries- such operating only in the United States of America, Canada, the United Kingdom of Great Britain and Northern Ireland and the European Union countries.

3.6.3. Powers of attorney, as well as other official documents, drawn up in a foreign country, shall be presented to the Bank certified in a Bulgarian embassy or consulate in the respective country or legalized, respectively accompanied with an "apostille" and translated into Bulgarian language by a sworn translator.

**Authorization for remote access to payment instruments**

3.7.1. (amended on 16.03.2020, with effect as from 27.05.2020)  
Remote access payment instruments –online and mobile banking - shall be used personally by the Client, as he/she shall be entitled to authorize third persons for performing operations with these payment instruments, upon observance of the provisions herein. The persons, authorized under the preceding sentence shall not be entitled to re-authorize third persons for operation in the online/mobile banking.

3.7.2. The Bank shall accept proxies for signing agreements on the Client's behalf, as well as for receiving a payment instrument and its personalized security features after its issuance/re-issuance by the Bank, conditioned on observance of the present General Terms and availability of an explicit provision in the power of attorney about such actions.

3.7.3. (amended on 16.03.2020, with effect as from 27.05.2020)  
Submitting a request for a change of a mobile phone number for the purpose of receiving personalized security features – SMS passwords/ codes for activation and verification upon using the online/mobile banking shall be performed personally by the Client, and by a proxy only if he/she has been explicitly authorized for this action, as the power of attorney shall have to specify a particular mobile phone number.

3.7.4. (deleted, with effect as from 27.05.2020)

**Powers of attorney prepared as per the Bank's sample form and signed in the presence of a bank employee**

3.7.5. (new, adopted on 07.03.2023, in effect as of 07.05.2023). The Bank shall accept powers of attorney for disposal of the Client's funds, effected through a proxy by virtue of a power of attorney, prepared as per the Bank's sample form and signed in the presence of a bank employee, in strict observance of the following rules:

3.7.5.1. (new, adopted on 07.03.2023, in effect as of 07.05.2023, amended on 02.05.2023, in effect as of 07.05.2023). The Client shall affix his/her signature on the power of attorney in the presence of a Bank employee who is authorized for such purpose and in the presence of the proxy, who shall provide his/her signature specimen. In case of authorization for disposal with term deposits, the power of attorney must be with attesting the Account Holder's signature by a notary, while applying the rules for notarized powers of attorney, listed in the present General Terms.

3.7.5.2. (new, adopted on 07.03.2023, in effect as of 07.05.2023, deleted, in effect as of 07.05.2023)

3.7.5.3. (new, adopted on 07.03.2023, in effect as of 07.05.2023, deleted, in effect as of 07.05.2023)

**Power of attorney's revocation**

3.8.1. (amended on 07.03.2023, in effect as of 07.05.2023). The revocation of a power of attorney shall be made in writing and explicitly by the Client as this could be performed personally at any branch of the Bank.

3.8.2. (amended on 07.03.2023, in effect as of 07.05.2023)

The Bank shall terminate the rendering of payment services under a power of attorney, when it has received a notification in writing according to the preceding item that the power of attorney has been terminated or revoked. The Bank shall not be held liable when it has not been timely notified in writing of either the revocation or termination.

3.8.3. The appearance of a new proxy shall not terminate the former proxies' powers.

3.8.4. (new, adopted on 16.03.2020, in effect as from 27.05.2020) Upon revocation of the power of attorney of a Client's proxy, entitled to access online/mobile banking, the Client shall also fill in a Data Amendment Card to discontinue the said person's access to the accounts via the online banking system.

**IV. ACCOUNT TYPES**

4.1. The Bank shall open the following account types to individuals:

4.1.1. Current accounts;

4.1.2. Savings accounts;

4.1.2.1. Saving deposits;

4.1.2.2. Time deposits;

4.1.3. Accounts with a special regime and purpose: with predefined terms and conditions for disposal or serving a special purpose (donor account, account in favor of a third person); accounts with guarantee functions (escrow accounts), opened to service a large-value purchase, in view of guaranteeing on the part of the Bank, that upon proving the conclusion of a specific deal, the funds will be released in favor of the seller.

4.1.4. Payment Account with Basic Features (PABF).

4.2. Accounts of individuals, needed in relation to the profession or economic activity, practised by them and requiring a registration under the procedure of the Act on BULSTAT Register, shall be opened under the procedure for business clients.

4.3. The Bank may also open other account types, apart from the above described, upon preliminary agreeing the particular terms and conditions with the Client.

4.4. Within the framework of the above-described account types the Bank may provide to a particular group of Clients target products, which specific terms and conditions are regulated in the respective agreements and Tariffs.



4.5. The Bank shall be entitled to provide each Client with the opportunity to choose a combination of the products, offered by the Bank under the terms and conditions, stated in the Tariff.

#### **Current Accounts**

4.6. The Bank shall open a current account for an indefinite period in the Client's name, in and from which against consideration fund transfers and deposits shall be received and payments shall be effected within the available amounts.

4.7. The client may use an overdraft on the account up to a preliminary defined contractual limit, based on a separate agreement, concluded with the Bank.

#### **Payment account with basic features -PABF**

4.7.A. The Bank shall open a payment account with basic features in Bulgarian leva (BGN) for an indefinite time period, as a tool for fee-based delivery of the following services:

1. Payment account opening, servicing and closing;
2. Depositing of funds in a payment account;
3. Cash withdrawal from the payment account at a

teller desk

4. Execution of the following payment transactions:
  - a. Direct debits;
  - b. Payment transactions via a payment card, including online payments, cash withdrawals at ATMs, as well as cash withdrawals at POS terminals of the Bank;
  - c. Credit transfers, standing orders included, at ATMs, POS terminals or teller desks, when available, as well as via the Bank's online banking systems

4.7.B. The Bank may refuse opening of a Payment Account with Basic Features in the following cases:

1. The client already holds a Payment Account with Basic Features with the Bank, unless notified that his/her account is going to be closed.
2. The client has declared that he/she holds a Payment Account with Basic Features with another bank on this country's territory, unless stated that notification has been given to him/her that the said account is going to be closed.
3. Opening of the account would entail breach of the legal provisions, governing the prevention of the financial system's involvement in money laundering and terrorism financing.

4. 7.C. The Bank shall notify the Client in writing of the grounds for refusal under the preceding items, unless disclosure of such information contradicts the national security aims, public order or legislation preventing the financial system's involvement in money laundering and terrorism financing. With the notification the Bank shall inform the Client of the procedure for submission of complaints against the refusal and of the possibility to refer to the Bulgarian National Bank (BNB) and the Payment Disputes' Reconciliation Commission.

#### **Savings accounts**

4.8. Savings accounts cover savings deposits and time deposits.

#### **Savings Deposits**

4.9. Savings deposits represent accounts for storage of funds over an indefinite period for saving purposes.

4.9.1. Savings deposits can also be child savings deposits, as well as a deposit under a special condition. Savings deposits shall be opened in favor of third persons only upon availability of family reasons.

4.9.2. An Account Holder of a child deposit can be any infant or minor Bulgarian citizen.

A child deposit shall be opened:

a. For infants (children, who have not reached 14 years of age) by any parent or guardian, as the amounts on deposit shall be disposed of against presentation of a permit, issued by the respective regional court;

b. For minors (children, who have reached 14 years of age, but have not completed 18 years) by the minor herself/himself, with the consent of one or both parents or guardians, as in case of disposal with funds – after presenting a permit by the respective regional court;

C. By minors themselves, who are aged over 16 years and married, against presentation of a Civil Marriage Certificate.

#### **Time Deposits**

4.10. Under a time deposit agreement the Bank accepts to keep money, payable on a particular date (maturity) or upon other terms and conditions for payment, as stipulated in the agreement. The safekeeping may also be effected through blocking an amount in a current account or a savings deposit of the Client.

4.11. A time deposit agreement can be concluded under the condition that the Client is a holder of an account in the same currency type, in which he/she wishes the time deposit to be opened. The individual features of the selected deposit type shall be indicated in the respective agreement and the Tariffs.

4.12. The disposal of the deposit shall be made through the account, to which it has been opened.

4.13. In the case of a standard time deposit the Client may select at maturity one of the following options:

4.13.1. To renew the deposit over the same period, while also adding to the principal the accrued interest from the previous period;

4.13.2. To renew the deposit over the same period with the amount of the initial principal, while posting the accrued interest in the account, to which the deposit has been opened;

4.13.3. To terminate the deposit, while posting the principal and the accrued interest in the account, to which the deposit has been opened;

4.13.4. For separate deposit types the Client may select the accrued interest to be posted in an account, different from the one, to which the deposit has been opened.

4.14. The Client may terminate a time deposit agreement upon presenting his/her copy of the Time Deposit Agreement and an identity document.

4.15. The Client may terminate a time deposit agreement without penalty in the accrued interest, on the date, specified in the agreement. If this date is a non-business day, the closing shall be performed on the first business day, following the date of the period's expiry.

4.16. Upon early termination of the agreement on the part of the Client or upon enforcement actions, the Bank shall accrue interest on the amount for the time of its actual staying on deposit at a reduced interest rate, as determined in the Tariffs.

4.17. Upon termination of an agreement for a time deposit in a foreign currency the amount, which is smaller than the smallest denomination banknote in the respective foreign currency, shall be paid in its BGN equivalence, according to the buy exchange rate of UBB.

#### **Accounts in favor of third persons and donor accounts**

4.18. Apart from child savings deposits the Bank may open accounts in favor of a person, specified by the negotiator under assumptions, provided for by law. If the third person fails to

give his/her consent for the stipulation in his/her favor within a deadline, specified in a notification for the opened account, the funds shall be reimbursed to the negotiator.

4.19. An account in favor of a third person can also be opened under donor campaigns, as well as in case of incapacity of the person, in whose favor the funds are being raised, to consent to the stipulation made in his/her favor, i.e. upon absence due to medical treatment, the consent shall not be required. Upon disposal with the funds in the account, the regime, envisaged in the agreement for account opening or in an enactment, shall be observed.

#### **Donor accounts, opened by the person, in whose favor the funds are being raised**

4.20. Donor accounts for treatment of minors shall be opened by their legal representative, while for persons of lawful age, impeded to be present in the Bank – by a relative of theirs, who shall declare the type of her/his kinship ties with the person, in whose favor the account is being opened. The Bank shall not reimburse donor installments to the depositors in case of failure to achieve the purpose of fund raising or upon other circumstances. Upon accomplishing/failure to accomplish the purpose and having a remaining balance, it will be disposed of by the person, in whose favor the account has been opened.

#### **Account disposal and closing**

4.21. Accounts shall be disposed of and closed by the Client at any UBB branch, with the exception of accounts with a special regime and purpose, which shall be disposed of in the branch of their opening.

4.22. (new, adopted on 24.01.2023, in effect as from 06.04.2023) Outgoing fund transfers from account, exceeding the amount, stated in UBB Fees and Commissions Tariff for Individuals, shall be executed only and solely if these have been ordered via the online banking functionality, upon observance of the present General Terms and the provisions in the concluded agreement for online banking.

#### **Interest rates**

4.23. The Bank shall accrue interest on the account balance, in accordance with the interest rate, applicable to the specific account type, as indicated in the Interest Rates' Tariff. Amounts below the minimum balance, specified in the Fees and Commissions' Tariff, shall not bear interest.

4.24. The Bank shall deduct and pay a tax on the income from interest, pursuant to the effective legislation.

#### **IVA. PAYMENT ACCOUNT SWITCHING (Current account and Payment Account with Basic Features)**

4.25. The Bank shall deliver to its Clients a service for switching a payment account when the payment accounts have been maintained in one and the same currency with other banks in the Republic of Bulgaria.

4.26. Information as to the terms and conditions for switching payment accounts, covering the role of both the switching and the accepting bank during each stage of the procedure on payment account switching and the related deadlines, are available on a durable storage medium in the Bank's website [www.ubb.bg](http://www.ubb.bg), as well as on a hard copy upon request at any branch of the Bank.

#### **V. TERMS AND CONDITIONS FOR EFFECTING PAYMENTS**

5.1. Account funds shall be disposed of through payment documents, prepared by the Bank, payment documents, containing all essential requisites, required by the regulator, as well as regulated remote methods for effecting transactions through bank cards, online banking, mobile banking and a Call Center, while observing the specific characteristics of the different account types, the legal requirements and the terms and conditions of the Bank.

5.2. The Bank shall effect payments from the account only by order of or with the preliminary consent of the Client, under terms and conditions set by her/him, up to the available account balance and the agreed overdraft. The Bank shall not perform partial payments under separate orders or payment requests. An exception to these rules shall be made only for enforcement actions as provided for by the law, in the cases of ex-officio collection under the procedure of Ordinance № 3 of the BNB, as well as upon refunding of amounts, received in the account due to an error or incorrectly effected operations (ex-officio rectification transfers).

5.3. The Bank shall perform the payments in the chronological sequence of receiving payment orders / requests, except for the cases of enforcement collection of receivables and ex-officio rectification transfers.

5.4. The types of payment operations, performed by the Bank, are: withdrawal and depositing of cash; ordering and receiving credit transfers; ordering and receiving cash transfers; giving a consent for direct debit; ordering and receiving a direct debit request; payment operations with a card.

#### **Costs**

5.5. The Bank shall accept for execution credit transfers with the following instructions in terms of expenses:

5.5.1. Shared (SHA) – the payer and the beneficiary shall pay the fees and commissions respectively to the payer's bank and to the beneficiary's bank, as the correspondent bank may deduct expenses from the fund transfer amount. ;

5.5.2. At the expense of the payer (OUR) – the payer shall pay all fund transfer fees, including those of the beneficiary's bank;

5.5.3. At the expense of the beneficiary (BEN) - the beneficiary shall pay all fund transfer expenses, including those of the payer's bank.

5.6. The restrictions on determining the expense allocation manner are specified in the Bank's Tariff, *Fund Transfers* Section.

5.7. The client shall undertake to pay all fees, commissions, interest and other due amounts, as indicated in the Bank's Tariffs, including exchange rate differences (in case the Bank performs currency conversion upon a received transfer in a currency, different than the currency in which the account is being maintained).

#### **Authorization of payment operations**

5.8. A payment operation is considered authorized from the moment, in which the Client has:

5.8.1. Submitted a signed payment order (upon effecting a credit transfer or cash operations) or has given a written consent in a branch of the Bank (upon effecting a direct debit) or

5.8.2. (amended on 16.03.2020, with effect as from 27.05.2020) With a remote method she/he has:

a. Submitted a payment order or has given his/her consent through the online or mobile banking channel, while

observing the specific requirements for operation through this particular channel;

b. Submitted a payment order or has given consent for effecting a payment operation through the Client Contact Center, for which an audio recording is being kept;

c. Submitted a payment order via a payment debit or credit card in line with the applicable conditions thereto;

d) upon receipt at the Bank of a payment order, submitted by the Client through a Payment Initiation Service Provider (PISP).

#### **Deadlines, terms and conditions for submission of orders and effecting of payment operations (credit transfer, direct debit and cash transfer)**

5.9. The Bank shall perform the payment operations under Item 5.4 hereof, while keeping the deadlines for execution, cut-off time for receiving orders and fee allocation principles, as specified in the Fees and Commissions' Tariff. When the payment order is received on a non-business day, it shall be considered received on the next business day. When the payment order has been received on Saturdays, it shall be deemed received on the first business day to follow.

5.9.1. In case by the cut-off time for receipt of payments to be processed within the current day, there is no balance provided in the account, sufficient to effect the payment order, the Bank shall return the payment document to the Client or shall make it available for her/him in the branch where it has been submitted;

5.9.2. A payment order, submitted through online banking or mobile banking shall be submitted one-off for processing in the Bank's accounting system.

5.9.3. Order for a cash transfer in BGN shall be submitted within business hours for work with clients of the Bank's respective branch. No cancellation of a payment order shall be possible after its acceptance by the Bank. The Client shall become aware of the Bank's terms and conditions for effecting one-off payment operations prior to submitting the order;

5.9.4. A direct debit order shall be submitted within business hours for work with clients of the Bank's respective branch, on condition that the payer is the holder of the current account with UBB. No cancellation of a payment order shall be possible after its acceptance by the Bank. The Payer may cancel the payment order as late as the end of the business day, preceding the agreed date for debiting his/her account.

5.9.5. (amended on 25.05.2022, in effect as from 20.06.2022), The client may deposit his/her/its direct debit consent with the Bank, in which she/he/it can indicate terms and conditions, under which the Bank is to debit his/her/its account upon a beneficiary's order. A copy of the consent shall be sent to the beneficiary. In case the conditions indicated in the consent do not occur, as well as there is no sufficient disposable balance on the client's account within 5 business days from receipt of a direct debit order, the Bank shall refuse to execute the direct debit order and shall inform the payment services provider thereof.

5.9.6. The client may cancel the payment and withdraw the payment order, submitted by her/him or direct debit consent only if her/his account has not been debited up to the moment of withdrawal. The bank administration costs for the cancellation shall be at the Client's expense and up to an amount, as determined in the effective Fees and Commissions' Tariff.

5.10. The Bank may, after a written notification to the Client, refuse to apply some of the forms for cash or electronic payment on account, including refuse the effecting of a foreign currency transfer in order to observe international

requirements, including imposed embargo restrictions on particular countries, legal entities /natural persons and organizations or risk limits of the Bank, as well as upon non-fulfilled obligations under contractual relations with UBB.

The Bank shall reserve itself the right to change the cut-off time for receipt of payments, specified in the Tariff, of which it shall notify the Client, according to the terms and conditions of Section II herein.

5.11. The deadlines for execution of payment operations shall be, as follows:

- For crediting the account of the beneficiary's provider of payment services – by the end of the next business day, following the moment of the payment order's receipt; this period shall be extended with yet another business day upon initiation of paper-based payment operations.
- Upon effecting of payment operations through RINGS – the deadline for crediting the account of the beneficiary's provider of payment services is by the end of the business day, on which the payment order has been received.
- Upon execution of payment operations in another currency within the European Union – the contractual deadlines between the user of payment services and its provider shall not exceed 4 business days after the moment of the payment order's receipt.

#### **Additional documents**

5.12. In case of cross-border fund transfers, as well as in case of payments between residents and non-residents within this country's territory, all documents, required pursuant to the foreign currency laws shall have to be provided.

5.13. Pursuant to the effective legislation and upon request by the Bank, the Client shall present a written declaration-statement on the origin of funds.

#### **Currency Conversion**

5.14. Upon a received or ordered fund transfer in a foreign currency, different than the currency in which the account is being maintained, the Bank shall perform ex-officio currency conversion (arbitration) upon terms and conditions, specified in the Fees and Commissions' Tariff.

5.15. Information on the exchange rates, applied by the Bank during the execution of payment operations, is available in the banking halls and through online and mobile banking, as the applicable exchange rate shall be the one, valid at the moment of effecting the operation.

#### **Non-cash foreign currency operations with funds in a current account with same date value date**

5.15a (new, adopted on 11.11.2019, in effect as from 18.11.2019) The Bank provides its Individual clients with a possibility to effect a foreign currency exchange electronically (non-cash or teller operation for one currency), with the funds available in their current accounts with regard to the currencies, with which the Bank operates, with value date (date of payment – delivery) the day of negotiation. In case of selected teller operation, the following operation – payment or delivery, should be mandatory effected electronically.

The relations between the Bank and the Client in connection to such foreign currency operations (non-cash or teller operation for one currency), shall be settled by the provisions of 5.15a – 5.15h hereof, which by accepting the present General Terms, the Client shall be deemed to have accepted as a contractual agreement with the Bank regarding the terms and conditions on concluding such deals.

5.15b (new, adopted on 11.11.2019r, in effect as from 18.11.2019) The Bank provides information on the official current exchange rates for the day for purchase-sale of foreign currency respectively at a teller desks or electronically in the office premises, on the Internet page of the Bank, on the home page of the electronic banking and the mobile banking application.

5.15c (new, adopted on 11.11.2019, in effect as from 18.11.2019) The Bank shall be entitled to amend the official exchange rates within the same day, as this amendment shall not pertain to already negotiated but unpaid deals as at the moment of the amendment

5.15d (new, adopted on 11.11.2019, in effect as from 18.11.2019) A currency deal within the meaning hereof, may be concluded in person at an office of the Bank or through remote negotiation (via the currency exchange module in the electronic or mobile banking). In both cases, a deal shall be deemed concluded and shall become irrevocable for the parties, as from the moment of reaching an agreement between the Client and the Bank with regard to the following deal parameters:

- 1) amount and currency of the purchased, respectively sold by the party, currency and sum;
- 2) payment and delivery - at a teller desks or electronically. In case of a teller operation, the following operation - payment and delivery, should be mandatory effected electronically;
- 3) the exchange rate of the deal;
- 4) value date of the delivery. In case of non-cash deals (between the client's accounts), negotiated by the Client via electronic banking, the value date of the delivery can be only on the day of negotiation (i.e. the same day). Deals at a teller desks are also concluded only and solely on the day of negotiation.

5.15e (new, adopted on 11.11.2019, in effect as from 18.11.2019) After conclusion of the deal, the Client shall undertake to perform the purchase-sale of foreign currency in accordance with all negotiated parameters of the deal.

5.15f (new, adopted on 11.11.2019, in effect as from 18.11.2019) Upon effecting purchase-sale of foreign currency electronically the Client shall undertake to provide in the account, specified by him/her, available funds of the sold currency, which is sufficient to carry out the operation no later than the end of the business day of the value date of the deal. By accepting the present General Terms, the Client gives its prior written consent as per Art. 21 of Ordinance № 3 of the BNB dated 18th April 2018, for the terms and conditions and procedure for opening payment accounts, for execution of payment operations and for use of payment instruments, on which basis the Bank shall be entitled to collect ex officio and unilaterally and/or as per the direct debit procedure, on the maturity date or after it, from the Client's account/s, opened with the Bank, all due amounts in relation to a concluded but unpaid foreign currency deal in accordance with this item. Upon lack of funds on the account or upon negotiation of the deal via telephone without duly depositing of an order in the Bank, the latter shall deem the deal cancelled and shall perform ex officio a reverse deal (to the initially concluded one) as it applies the official as at the respective moment exchange rates of the Bank, as in this case the Bank may ex officio and unilaterally debit the Client's account/s opened with it, for repayment of all amounts in relation to the exchange differences arising from the reverse deal.

5.15g (new, adopted on 11.11.2019, in effect as from 18.11.2019) In case the Client wants to purchase or sell foreign currency against Bulgarian lev, the deal will be executed at the respective buy and sell rates of the Bank for the respective currency to the Bulgarian lev. If the Account Holder wants to purchase or sell currencies other than the Bulgarian lev, the Bank will execute the deal by using the buy and sell rates for the respective currencies to the Bulgarian lev or by applying a direct cross rate, in case it is explicitly agreed with the Bank for the particular deal under the conditions of 5.15d above.

5.15h (new, adopted on 11.11.2019, in effect as from 18.11.2019) If the Client wants to carry out a purchase-sale of foreign currency, which amount of a one-off deal, calculated as per the BNB exchange rate for the respective day, exceeds BGN 10 000, the Client may negotiate a preferential exchange rate with the Bank.

#### **Right of refusal to effect ordered payments and ex-officio operations**

5.16. (amended on 31.05.2022, in effect as of 01.08.2022) The Bank may refuse to effect a payment order from and to a Client's account, in case there is ambiguity in the representative power of the person, submitting the payment order; unclear or illegibly filled in documents; lack of required documents, relating to the payment; imprecise instructions; presence of international sanctions in relation to individuals, institutions or countries, related to the order, submitted by the Client, as well as in the cases from and to the countries, as indicated in the General Information for UBB AD clients on embargo, restrictions and sanctions, etc. The Bank shall not accept clients, involved in any kind of virtual currency activities (crypto currencies, bitcoins, etc.) nor shall it provide payment services related to such currencies, including, but not limited to any payments towards platforms, trading in such currencies.

5.17. In case since the latest active operation on account there is an elapsed period of over six months (or another period according to the Bank's judgment), UBB shall apply additional measures for verifying the payer's identity, including also photocopying an identity document.

5.18. In case of erroneously received funds in an account of another holder due to an error of a Provider of Payment Services and regardless of whether the Client is payer or beneficiary of the transfer, the Bank shall be entitled to debit ex-officio the account with the amount of the incorrect transfer, while notifying the Client of the made rectifications. When funds have been received in the account as a result of fraud, the Bank shall be entitled to debit ex-officio the account with the respective amount and to effect an ex-officio rectification transfer to refund the improperly received amounts to an account of the payer or to an account of the payer's Provider of Payment Services, regarding which the Client gives his/her unconditional and irrevocable consent by accepting these General Terms and by signing the agreement for account opening.

5.19. By virtue of Ordinance № 3 of the BNB the Bank shall be entitled to collect ex-officio from the account amounts, payable to it by the Client, under receivables of UBB (i.e.: payment of interest, repayment installments under loans and credit cards, expenses for notification and collection of receivables, etc.), as well as under fees and commissions, payable to it by the Client for rendered banking services, pursuant to the Tariffs, as of the moment of the amounts' deduction. If there are no funds in the particular account, the amounts may be collected from all other BGN or foreign currency accounts of the Client with the Bank. In case the currency in the account/s is different than the currency of the debt, the Bank shall be entitled to purchase an amount equal to the amount of the debt (at the exchange rate of



UBB for the debt currency), by also deducting the expenses made.

### Recurring utility bill payments

5.20. The Bank's Clients may select on a monthly basis to effect electronic payment of obligations under utility bills through a current BGN account or a credit card, issued by UBB.

5.21. The registration for payment of obligations to different companies is possible to be made for a different account or, respectively, for a different credit card.

5.22. Registration for payment of utility bills with a credit card shall be possible, on condition that the card has not been blocked.

5.23. Payments of obligations can be made of both the holder of the account / card, as well as of a third individual, explicitly registered by the Client.

5.24. For having the service rendered, the Client needs to fill in a consent form for payment of utility bills through a direct debit – a sample form in which the Client shall indicate all utility companies, with which he/she wishes payments to be performed, and submit this form at a branch of the Bank or through the remote channels, indicated in Item 5.25.

5.24.1. The consent, submitted by the Client, shall not be bound by time and it may be revoked at any branch of the Bank, through filling out a consent/ consent change form, as well as through any of the remote channels, indicated in Item 5.25.

5.25. The form can also be filled in remotely through:

5.25.1. Online banking, while observing the specific requirements for using this channel.

5.25.2. Mobile banking, while observing the specific requirements for using this channel.

5.26. The Client may select either an automatic or manual mode for confirming utility bill payments, by stating it in the consent as per Item 5.24 herein.

5.26.1. Confirmation mode change may be made at a branch of the Bank, through the remote channels, indicated in Item 5.25, as well as via the Client Contact Centre.

5.27. Upon a selected automatic payment mode the Client shall indicate the respective account /card, from which the payments of obligations under a particular identification number shall be made, as the Client may also enter a maximum amount limit for payment under each particular identification number.

5.27.1. In case the amount payable exceeds the limit, determined by the Client, payment shall not be effected. Such obligations can only be paid manually by the Client through the remote channels, described in Item 5.25.

5.27.2. Processing of automatic mode payments shall commence as from the first business day, following the registration of the respective consent for payment, upon availability of an obligation under the identification number, registered with the company.

5.28. Upon a selected manual confirmation mode, the Client needs to effect the payment through one of the remote channels, indicated in Item 5.25, while observing the specific requirements for using the respective channel and by selecting the account /card, from which the payment will be made.

5.29. Utility bill payment shall be effected only in case the obligation amount and the fee for effecting the transaction, as per the Bank's Tariff, is up to the available balance of the Client's account /card (own funds, agreed overdraft on account and available credit limit under a card).

5.30. No partial payment of obligations shall be allowed. The Client may pay all obligations that have originated under a particular identification number, however he/she shall not be able to effect payments under separate invoices for this particular identification number.

5.31. Clients may register for receipt of free of charge e-mail notifications about:

5.31.1 Registration of a new consent for utility bill payment.

5.31.2 Availability of a new obligation;

5.31.3 In case of unpaid obligation, only upon first unsuccessful attempt. Such notification shall be sent only to clients that have chosen automatic payment mode.

5.31.4 Change in existing consent.

5.31.5 Consent deactivation.

5.32. Activation/deactivation of the service for receipt of e-mail notifications as per Item 5.31 can be made at the Bank's branches, as well as through the remote channels under Item 5.25. E-mail notifications shall be sent for all consents, registered by the Client.

5.33. Upon a change in the identification numbers on the part of some of the stated companies, the Client agrees that the Bank shall automatically continue with payments to the respective company under the new identification number, supplied by the company and corresponding to the subscriber number, stated by the Client upon his/her registration for the service.

5.34. In case of a loss, theft or unlawful deprivation of the credit card, registered by the Client and its re-issuance with a new number, the Bank shall automatically continue with the payment of services to the utility companies, registered by the Client. Payment of utility obligations shall not be allowed only in case of closing the credit card or its blocking because of past due payables.

5.35. Upon a dispute, arising from the Client's obligations to a utility company, the Bank shall not be deemed party to it, nor shall it be held liable for the authenticity of any data (such as the existence of obligations, obligation amounts, inaccurate or missing payment-related information etc.); for which the Client shall have to contact the respective company.

5.36. The Bank shall not be held liable upon technical issues, relating to access to the systems of the separate companies.

5.37 The Bank shall not be held liable upon submitted by the Client wrong identification numbers with companies, as well as upon wrongly stated e-mail address for notification receipt purposes.

### Recurring payments

5.38. The Bank's clients may select to effect recurring payments from a standard current account, savings account, *Comfort* account, *Privilege* account, Payment Account with Basic Features and *Activity* account.

5.39. In order to register for the service the Client needs to fill in an order for recurring payments in view of effecting automatic recurring payments - a sample form, stating the following:

5.39.1. Data about the beneficiary and the latter's bank account (beneficiary's name, IBAN, bank and the bank's BIC code);

5.39.2. Amount of the requested recurring payment;

5.39.3. Day of the month for effecting the payments, on which the client's account will be debited with the indicated amount.

In the cases when during various months such day is either a non-business one or non-existent, the payment shall be effected on the next business day;

5.39.4. Payments' recurrence (frequency). The client shall select the transactions' frequency with the following options: one, three, six, nine months or one year;

5.39.5. Start date (date of first payment). Date, from which the automatic transactions will be initiated;

5.39.6. End date (date of last payment). Date, on which the last payment will be made. In case such date has not been specified in the recurring transfer order, the latter shall be in effect until cancelled (for an unlimited period of time);

5.39.7. Account of the Client, from which recurring payments will be made.

5.40. Recurring payments can be:

5.40.1. Intra-bank (within the system of UBB);

5.40.2. Inter-bank – routed to other banks on Bulgaria's territory.

5.41. Transactions' currency:

5.41.1. Upon inter-bank transfers only transactions in Bulgarian leva (BGN) are allowed;

5.41.2. Upon intra-bank transfers, permitted transactions are in either Bulgarian leva or in some of the following currencies: EUR, USD, CHF and GBP. Fund transfer in foreign currency shall only be made in case the payer's and the beneficiary's accounts are in one and the same currency.

5.42. The Client shall have to ensure the needed amount for effecting the payment by the end of the previous business day, preceding the payment date. When the selected payment date is a non-business one, the Client shall have to ensure the needed amount on the last business day preceding it.

5.43. Recurring fund transfers shall be effected prior to the start of the Bank' business hours for clients. When the selected payment day is a non-business one, fund transfers shall be effected on the next business day.

5.44. Recurring payment shall be made only on a designated day, as upon lack of funds or for some other reason, no payment shall be made within the days to follow.

5.45. In case of a non-effected transaction - the registration for the service shall not be discontinued for the subsequent periods.

5.46. Transaction limits. Upon registration for the service the following limits per separate transaction shall be applied:

5.46.1. Up to BGN 10 000 for inter-bank transfers;

5.46.2. Up to BGN 10 000 or up to 5 000 currency units for intra-bank transfers;

5.47. Registration for the service can be made:

5.47.1. At any UBB branch;

5.48. A submitted by the Client recurring payment order may be withdrawn at any branch of the bank.

5.49. A recurring fund transfer shall be effected only in case the sum of the amount to be paid and the transaction fee is up to the available balance in the Client's account. Effecting of partial payments shall not be allowed.

#### **Instant *BLINK* payment in BGN**

5.50 (new, adopted on 25.05.2022, in effect as from 20.06.2022) Instant *BLINK* payment in BGN is a credit transfer in BGN, executable 24/7, 365 days a year, with an immediate or close to immediate processing and posting accounting entries to the beneficiary's account within seconds from payment initiation, being executed with the participation of payment services providers, certified and participating in the *BLINK* programme of the National Card and Payment Scheme, part of BORICA AD.

5.51. (new, adopted on 25.05.2022, in effect as from 20.06.2022) The Bank shall accept for execution an order for instant *BLINK* payment in BGN in BGN only via online and mobile banking, from an account in BGN, with amount smaller or equal to BGN 30 000 (thirty thousand Bulgarian leva), excluding fund transfers to the State Budget, as well as provided that the payment services provider of the beneficiary is a certified and available participant in the *BLINK* programme of the National Card and Payment Scheme, part of BORICA AD. The payment shall be processed with value date - the calendar date, on which it is received.

5.52. (new, adopted on 25.05.2022, in effect as from 20.06.2022) In case, the credit transfer meets the criteria as per the preceding article, it shall be executed as an order for instant *BLINK* payment in BGN, unless the Client deactivates the option for instant payment prior to submitting the credit transfer order for execution at the Bank.

5.53. (new, adopted on 25.05.2022, in effect as from 20.06.2022). Upon failure to execute an order for instant *BLINK* payment in BGN, the Bank shall inform the client by sending a free of charge PUSH, Viber or SMS message to the client's mobile phone number, registered at the Bank.

5.54. (new, adopted on 25.05.2022, in effect as from 20.06.2022) The Bank shall accept incoming instant *BLINK* payment in BGN at any time with value date - the calendar date, on which the respective instant payment is received and only provided that the beneficiary's account is in BGN.

## **VI. REMOTE METHODS FOR ACCESS TO ACCOUNTS AND EFFECTING OF PAYMENTS**

### **General principles for issuing, using and closing of remote access payment instruments**

6.1. Each Client may also dispose of his/her accounts remotely, by using the following remote access payment instruments:

6.1.1. Online and Mobile banking, after signing a separate agreement for online banking;

6.1.2. (amended on 16.03.2020, with effect as from 27.05.2020) Debit or credit card, after signing an Agreement for issuing of the respective payment card and upon observance of the applicable conditions thereto;

6.1.3. By calling the Client Contact Center, for which it is not necessary to sign a separate Agreement.

6.2.1. (amended on 16.03.2020, with effect as from 27.05.2020) The Bank shall issue the payment instrument, for which an agreement has been signed, and shall deliver it to the Client together with the respective personalized security features, while ensuring its keeping secret from its employees and third parties;

6.2.2. (deleted, with effect as from 27.05.2020)

6.2.3. Generated on paper passwords for online banking shall be delivered to the Client within 5 (five) business days, following their request.

6.3. Upon effecting transactions, the Client shall undertake to observe the security instructions for the respective instrument, provided by UBB and to monitor its periodical updating in the Bank's website.

6.4. Remote access payment instruments shall be used only personally by the Client, with no possibility to authorize third individuals. If the Client wishes another person to have remote access to the account of which he/she is a holder, he/she can use the following methods:

6.4.1. (deleted, with effect as from 27.05.2020)

6.4.2. (amended on 16.03.2020, in effect as from 27.05.2020) In terms of online banking through power of attorney, issued upon observance of the provisions hereof and a filled-in Data Amendment Card for online banking

6.4.2.A. (new, adopted on 16.03.2020, in effect as from 27.05.2020) In case, the client wishes to provide third person designated by him/her only with access to information (reference) services in online banking, he/she shall have to fill in only a Data Amendment Card for online banking by specifying the credentials of the person.

6.4.2.B. (new, adopted on 16.03.2020, in effect as from 27.05.2020) The personalized means for authentication and access to the online banking system shall be received personally by the authorized person.

6.5.1. (amended on 16.03.2020, in effect as from 27.05.2020) The Client shall undertake to use the payment instrument, issued to him/her and the respective means for its use and to store them reliably and safely, by protecting them from being lost, stolen, forged, from unauthorized access, or usage in another illegal manner.

6.5.2. Each Client shall be obliged to regularly (at least once every two weeks) monitor the transactions with a remote access payment instrument and their registering in the Bank.

#### **Notification and blocking**

6.6. (amended on 16.03.2020, in effect as from 27.05.2020) In case of suspicion for illegal use of a payment instrument the Client shall immediately notify the Bank, and the Bank shall block the payment instrument after receiving the Client's notification .

6.7. (amended on 16.03.2020, in effect as from 27.05.2020) The Client shall immediately notify the Bank of any destruction, loss, theft, some other unlawful deprivation, forgery or illegal use, disclosure of the secrecy of the respective personalized security features, as well as of performing an operation with the payment instrument, which has not been authorized by the Client and of an error or irregularity in administering the account, found by him/her.

6.8. (deleted, with effect as from 27.05.2020)

6.9. The notification regarding the online banking shall be made over the phone of the Client Contact Centre (indicated on the Bank's website) or in writing, through submitting a Data Amendment Card at the branch of the Bank, where the online banking agreement has been signed, and in case this proves impossible, the Client shall notify and submit a Data Amendment Card at the nearest branch.

6.10. (deleted, with effect as from 27.05.2020)

6.11. (deleted, with effect as from 27.05.2020)

6.12. (deleted, with effect as from 27.05.2020)

6.13. (deleted, with effect as from 27.05.2020)

6.14. (deleted, with effect as from 27.05.2020)

6.15. (deleted, with effect as from 27.05.2020)

6.16. The access to online banking/mobile banking, as well as to effecting of payment operations through those channels may be blocked by the Bank upon the following conditions:

- For objective reasons, related to the security of the authentication data, or of the system, and/or upon well-founded suspicions for orders, unauthorized by the Client and submitted via online or mobile banking through using the authentication means.
- In the cases when the Client or his/her representative with his/her actions breaches the requirements of the currently effective regulations, and of the present General Terms, jeopardizes the security and the proper functioning of the service.

6.16.A. (new, adopted on 20.09.2022, in effect as from 01.10.2022) The Bank shall be entitled to refuse to effect a payment order, submitted by the Client via online or mobile banking, including through a Payment Initiation Service Provider, in the event that the mechanisms, applied by the Bank for monitoring of the payment operations, ascertain availability of data for possible unauthorized payment operation or a payment operation with the aim to defraud, as well as if the Bank has not received confirmation by the Client for the authenticity of the payment operation, ordered by the Client. For the purpose of this Item.6.16.A, the refused payment order shall be deemed non-received by the Bank.

6.17. (amended on 20.09.2022, in effect as from 01.10.2022) The Bank shall notify the Client about the refusal and/or blocking of access/effecting of payment operations and the respective reasons, if possible prior to the refusal /blocking or immediately afterwards at the latest, unless disclosing such information is not allowed due to security reasons or compliance with legislative requirements.

**VIA.** (deleted, with effect as from 12.06.2022)

#### **VIB. ENSURING ACCESS TO A PAYMENT ACCOUNT WITH THE BANK FOR THE PURPOSES OF PAYMENT INITIATION AND ACCOUNT INFORMATION SERVICES**

6.17.B. The Client shall have to employ due care upon the selection, appointment and use of either AISP or PISP.

6.17.C. The Bank shall not be a party to the contract between the Client and the respective AISP/PISP. The Client shall be fully responsible for the AISP/PISP selection, for determining the terms and conditions, upon which the respective providers are going to render such services, as well as ensure that they shall adhere to the relevant to them provisos, made between the Bank and the Client, and relating to the said services. In particular, the Bank shall accept incoming payment orders, relating to a payment account of the Client, as well as requests for information about a payment account of the Client, submitted through an AISP/PISP and conditioned on the Client's authentication, as initiated by the latter. The Bank shall not be held liable for provision by the Client to AISP/PISP of his/her personalized means for access to the payment account with the Bank. Account Information Service Providers (AISP) shall not be entitled to submit orders for execution of payment operations from a payment account of the Client with the Bank.

6.17.D. The Bank shall be entitled to refuse access for an AISP/PISP to a payment account, if it has found or upon having grounds to believe that there is unauthorized access or the Client's account is being accessed by the AISP/PISP for attempted fraud purposes, including unauthorized initiation of a payment operation or initiation of a payment operation for attempted fraud purposes. In cases falling within the scope of the preceding sentence, the Bank shall employ due efforts to inform the Client, except when the provision of such information is not permitted for security reasons or in view of complying with regulatory requirements, or in view of observing regulatory requirements, thwarting the provision of information to the Client.

#### **VII ONLINE BANKING, MOBILE BANKING AND ELECTRONIC NOTIFICATIONS**

7.1. UBB clients can use online banking (Internet banking at the following web address <https://ebb.ubb.bg>), 24 hours a day, seven days a week, as payment orders shall be executed within the business hours of the Bank in accordance with the specified in the Tariffs deadlines for acceptance and processing of BGN and FX transfers. The terms and conditions, instructions and the technical requirements for using the service are published at the online banking web page in *Security, Frequently Asked Questions* and *Help* sections.

7.2. The Client shall have to personally request the online banking service either through online registration via the Bank's webpage [www.ubb.bg](http://www.ubb.bg), or in its branch network.

7.2.1. (amended on 03.02.2020, in effect as from 01.04.2020) Upon request for online banking via the Bank's website the Client shall sign remotely an agreement for the service and shall be granted access to a limited number of services.

7.2.2. (amended on 03.02.2020, in effect from 01.04.2020) Upon registration in the Bank's branch network, the Client shall indicate access rights, involving passive and/or active operations and shall sign an Agreement for Online Banking.

7.2.3. Upon conclusion of the Online Banking Agreement with the Bank, the Client shall sign an Online banking Registration Card, stating the numbers of the accounts, for which he/she would like to receive information or effect banking operations through the online banking channels.

7.2.4. (amended on 08.07.2019, effective as of 14.09.2019) In order to use the online banking services, the Client shall also provide a mobile phone number, needed for receipt of SMS

passwords/ codes for activation and verification.

7.2.5. (new, adopted on 08.07.2019, effective as of 14.09.2019) Clients with an e-mail address, verified through online banking and not registered in UPAY payment gateway, shall obtain automatic access to the said gateway and they shall be eligible to use the gateway following acceptance of UBB AD General Terms on Using the Payment Gateway by Individual Clients. Information about the verification procedure has been published on the online banking web page within *Frequently Asked Questions* and *Help* sections.

7.2.6 (new, adopted on 03.02.2020, in effect as from 01.04.2020) Upon registration of new clients remotely via the mobile banking functionality they shall sign an Agreement for Online Banking with a Qualified Electronic Signature, provided by the Bank, without the need to comply with the requirements of Item 7.2.3., as by signing it they shall be granted full rights for access to the Online and Mobile Banking functionalities with the option to request, obtain and use all products and services, offered by the Bank in Online and Mobile banking.

7.3.1. (amended on 08.07.2019, effective as of 14.09.2019) .Upon login to the online banking system purposes the Client needs to authenticate himself/herself with a user number, a login password for online banking and have to enter a uniquely generated one-off code/password:

- a) received through an SMS to the mobile phone number of the Client, provided as per It. 7.2.4 or
- b) generated by a hardware device, property of UBB, or
- c) generated by a mobile application for iOS and Android operating systems.

7.3.2. (amended on 08.07.2019, effective as of 14.09.2019) Upon executing orders for payment transactions, the Client shall need to additionally enter a uniquely generated dynamic code/password:

- a) received through an SMS to the mobile phone number of the Client, provided as per It. 7.2.4 or
- b) generated by a hardware device, property of UBB, or
- c) generated by a mobile application for iOS and Android operating systems.

7.3.3. (amended on 08.07.2019, effective as of 14.09.2019) Upon intrabank fund transfers between own accounts of the Client, as well as upon payments to accounts of trusted beneficiaries, specified by the Client, the requirement under It. 7.3.2 shall not be applied.

7.4. The signing of a Client's instructions to the Bank during the execution of operations within the online banking system through the authentication and signing means, as indicated in Item 7.3, shall have the effect of an electronic signature within the meaning of the Electronic Document and Electronic Authentication Services Act (EDEASA), as, on the grounds of Art. 13, Para.4 thereof the Bank and the Client shall agree that in their mutual relations they shall deem such signatures handwritten.

7.5. The online banking services shall be used only upon the personal instruction of the Client. The empowering for using the online banking service shall be made while observing the requirements in the present General Terms.

7.6. (amended on 29.03.2021, effective from 30.03.2021) Online banking offers the following services: information about current balance on accounts; information about account movements; reports on initiated fund transfer orders for direct debits; information about foreign currency exchange rates; information about utility bill payments and changing the mode of their effecting; registration and withdrawal of consent for utility bills' payment; payment of obligations for utility services with a credit card; ordering of intrabank and interbank transfers, as well as direct debit transfer orders; processing of received transfer orders for direct debits; FX transfer orders,

purchase-sale of foreign currency between accounts of the Client; opening of accounts and deposits for natural persons; information about credit cards - checking disposable limits, latest monthly statement, recent transactions, repayment of an utilized credit limit; submitting of orders for trade in securities, for which an agreement for brokerage services has to be signed in advance at a branch of the Bank; adding of existing accounts with UBB for access through the electronic channels; request for debit card issuance by receiving a PIN code via SMS; payment of liabilities for local taxes and fees; changing of system login passwords; changing of a registered e-mail address; creating and changing a static 3D Secure Code for Internet payment operations with payment cards, issued by the Bank, using Visa Secure/Mastercard Identity Check in accordance with the procedure, envisaged in the General Terms of United Bulgarian Bank AD on the issuance and use of payment debit and credit cards.

7.7. The Bank shall reserve itself the right to add new and amend the above listed services, while informing its clients through the respective channels and at its internet page.

7.8. The Bank shall be entitled to determine limits for the execution of payment operations through online banking and introduce other restrictions, as well as establish additional requirements, including procedural ones, when this is necessary due to requirements of the effective legislation or for security maintenance reasons in accordance with the technical standards and conditions for online banking.

7.9. Changes, relating to the Client's online profile and his/her access to online banking products and services shall be executed, as follows:

7.9.1 through the online banking channels - as regards the products and services, for which such functionality has been enabled;

7.9.2. After submitting a Data Amendment Card with the necessary changes, signed by the Client at the Bank's branch network;

7.9.3. By a request through the Client Contact Centre.

7.10. Fund transfers through the online banking channels shall be effected, while observing the following terms and conditions:

7.10.1. Fund transfers between residents and non-residents, as well as cross-border transfers shall be effected while observing the requirements of the Currency Act and the enactments on its application.

7.10.2. The Bank may require the presentation of documents in electronic or paper form, in accordance with the requirements of the effective legislation;

7.10.3. Payment documents with a specified future value date for execution shall be processed on the date, indicated in the payment document, as the processing shall be effected automatically one-off at the beginning of the system day, upon ensured sufficient available balance in the account as at the previous day end.

### **Mobile banking**

7.11. (amended on 01.02.2022 effective from 16.02.2022; amended on 22.02.2022 effective from 22.02.2022, amended on 28.02.2023, effective from 28.02.2023). Upon signing an online banking agreement the Client is being provided with the opportunity to make inquiries on the accounts, requested for access via online banking, as well as to request and use all offered services and effect particular transactions and update certain data via the specialized application for mobile devices on iOS and Android operating systems, called Mobile Banking. Part of the mobile banking is also the Digital Assistant Kate, whose functionalities and terms of use are regulated in General Terms and Conditions of UBB for use of personal digital



assistant (KATE), an integral part of the current General Terms on payment services for individuals. Mobile banking also provides an option for access to “Online UBB Pension Insurance” - a platform developed by UBB Pension Insurance Company EAD (UBB PIC), which provides registered users with the possibility to monitor their insurance agreements concluded with UBB PIC, as well as the movements and funds accumulated under the pension insurance records. The terms and conditions for access to and use of “Online UBB Pension Insurance” via the mobile banking application - UBB Mobile, are settled in General Terms on Access to the Online UBB Pension Insurance platform through the UBB Mobile application, an integral part of the present General terms on Payment Services for Individuals. 7.12. The instructions and the technical requirements on installing and using the application, as well as the comprehensive list of transactions and services, accessible through the mobile application, are described in *Electronic Banking Channels* section on [www.ubb.bg](http://www.ubb.bg), as well as in *Security Recommendations* and *FAQ* sections of the specialized mobile banking application. .

7.13. The rules and regulations for online banking in the present General Terms shall also be applicable to the mobile banking, unless indicated otherwise herein or in the online banking agreement.

7.14. For activation of the mobile banking application the Client shall identify himself/herself by entering the valid for online banking user name, login password and code, sent to his/her mobile phone. For access, inquiries, registration for services and placing payment orders with the Bank the Client shall authenticate himself/herself with the PIN code or fingerprint login, set upon activation of the mobile banking application, as well as with an embedded software token.

7.15. The signing of the Client’s statements to the Bank, including upon the execution of operations through the mobile banking application via a PIN code or fingerprint, as well as in a combination of selecting/marketing of fields and/or buttons, and/or menus for statement and/or confirmation by the client in the Mobile Banking, shall represent an electronic signature within the meaning of the Electronic Document and Electronic Authentication Services Act (EDEASA), as, by virtue of Art. 13 Paragraph 4 of EDEASA the Bank and the Client agree that they shall consider this signature handwritten in the relationship between them.

7.16. In case the Client operates with the specialized application through a compromised (rooted or jailbroken) device, upon each and every login in the application there will be a warning message on the screen of the device. The Bank shall not be held liable for payment operations, effected through using the specialized application from a compromised (rooted or jailbroken) device.

#### **Electronic notifications**

7.17. (With effect from 01.07. 2019) The Bank’s clients may subscribe for the Electronic Notifications service at a branch of the Bank, through online and mobile banking or through the Client Contact Centre. Through this service they will receive information via SMS/Viber/e-mail for their account movements and monthly account balances and via SMS/Viber for transactions with bank cards, as by submitting the request they also acknowledge acceptance of the terms and conditions for using the service, integral part thereof.

7.18. (With effect from 01.07.2019) A fee shall be due for the sending of SMS/Viber messages as per the Bank’s Fees and Commissions’ Tariff. The Bank reserves its right to send a determined by it number of free-of charge SMS messages to the mobile phone number, stated by the Client to the Bank, concerning transactions with bank cards, as the Client shall be entitled at any time to explicitly refuse their receipt at a branch

of the Bank.

7.19. (new, adopted on 05.07.2021, in effect as of 22.11.2021). Clients of the Bank, who have a concluded agreement with the latter for online banking and an activated specialized mobile device application for mobile banking - UBB Mobile, may activate a functionality in UBB Mobile for receipt of push notifications for transactions, effected with a debit/credit card(s), issued to the account, at an ATM or POS terminal device, thus accepting the terms and conditions on using the service. Within the meaning hereof, a push notification shall be a notification in the form of a short message, sent by the Bank to the Client and displayed on the screen of the mobile device, where UBB Mobile application is installed and activated. In case the Client (Main or Additional Cardholder) activates the receipt of push notifications for card transactions for an already subscribed for paid notifications debit/credit card, free of charge and paid SMS/Viber messages for transactions effected with that card shall no longer be sent. Upon deactivation of the push notifications for that card, sending of free of charge and paid SMS/Viber messages shall not be renewed automatically, however, the client may renew it in a branch of the Bank, via the Online banking or through the Bank’s Client Contact Center. For remaining purchased, but unused, SMS or Viber messages, they can also be used after the renewal until fully spent.

#### **VIII. (deleted, in effect as from 27.05.2020)**

#### **IX. CLIENT CONTACT CENTRE**

9.1. The Client Contact Centre renders over-the-phone services to existing and potential clients of UBB, as follows:

9.1.1. General banking information, relating to products and services, interest rates, fees and commissions, branch network, locations of ATMs and others;

9.1.2. Detailed (individualized) information, relating to used products;

9.1.3. Effecting of amendments to client data, non-requiring presentation of documents;

9.1.4. Making of changes on products, used by the Client, non-requiring change in the main parameters (interest and fees) of the utilized product. For the purpose the Client should have signed an agreement for the respective product;

9.1.5. (deleted, with effect as from 27.05.2020)

9.1.6. Change in the confirmation mode for utility bills’ payment. Upon a selected automatic payment mode the Client shall indicate the respective account /card, from which payments of obligations under a particular identification number will be effected. There is an option to enter/change the maximum amount of the limit per each individual identification number

9.1.7. Servicing of Clients of UBB’s online banking, adding/removing an account, adding/changing a mobile phone number for receiving SMS passwords, request for printing a new login password. For the purpose the Client should have signed an Online Banking agreement;

9.1.8. Effecting of active operations – financial transactions within the system of UBB;

9.1.9. Accepting complaints from clients;

9.1.10. Effecting of outgoing phone calls to current or potential clients of the Bank.

9.1.11 online communication with current or potential clients of the Bank.

9.2. The Bank shall reserve itself the right to add new and amend the above listed services, while informing its clients through the respective channels and on its internet page.

9.3. For the purpose of guaranteeing the security during the holding of the conversation the Bank shall require authentication of the clients in accordance with the used over-the-phone services and shall record the telephone conversation with the Client for the purpose of improving the service-rendering process and performing a check upon complains by clients.

9.4. With regard to effecting financial transactions and certain active operations, the bank shall require authentication with a user number and a one-time password. Upon the client's willingness, the authentication with a user number and a one-time password may also be applied when using other services through the Client Contact Center.

9.5. The authentication means under Item 9.4. shall be received after completing a registration for the service at a branch of the bank or directly through the Client Contact Center, for clients of the online banking service.

9.6. Upon provision of individualized information on the utilized products and services, performance of changes on client data and used products, as well as receipt of client complaints, the Bank shall authenticate its clients by questions, based on the client's registration data. With regard to provision of general banking information, clients' authentication through one-time passwords shall not be required.

9.7. A comprehensive list with the transactions and authentication types is being published in the bank's official website, at the following address [www.ubb.bg](http://www.ubb.bg)

9.8. The servicing of clients over the phone shall be only personal, it shall not be possible to provide information to and effect active operations for and by third persons.

9.9. Upon initiating the service for signing an agreement for banking products through the Client Contact Centre, the Remote Provision of Financial Services Act shall be observed.

9.10. (amended on 16.03.2020, in effect as from 27.05.2020) The effecting of active operations, offered by the Bank through the Client Contact Centre, shall represent a payment instrument. This payment instrument stands a remote account access method.

## X. RESPONSIBILITIES OF THE PARTIES

### General Provisions

10.1. The Bank shall not be held liable for transactions and legal relations, with regard to which the respective payment instrument or bank account is being used. The Client shall be held responsible for all his/her actions and obligations, originating from the use of a payment instrument or bank account, including after terminating the Agreement.

10.2. The Client shall be obliged to use the bank account, opened with the Bank, or the payment service, provided by the Bank in compliance with the effective legislation, these General Terms and the special conditions, applicable to the respective bank account or payment service. The Client shall be obliged to act with due diligence, as she/he shall neither use the bank account or payment service, nor shall he/she permit third parties to use those for performing actions or achieving goals that are prohibited by law or may infringe upon the Bank's good reputation.

10.3. In case of imposing restrictions on the part of local or foreign government authorities, which impede the effecting of a transaction and block the latter, UBB AD shall inform the Client immediately, as well as render him/her the necessary assistance.

10.4. The Bank shall not be held liable for transaction amounts, blocked due to order of either local or foreign government authorities, in accordance with imposed restrictions.

10.5. The Bank shall be entitled to block at any time the utilization of the account by the Client, including blocking entirely or partially the available funds in the account, as well as the payment instruments, used to access the account, in case of information that funds have been received in the account as a result of fraud. For this act of the Bank the Client shall give her/his unconditional and irrevocable consent by accepting these General Terms and signing the account agreement.

10.6. The Client shall be responsible for orders, submitted by individuals, who have not been duly authorized through his/her fault, such as: individuals, who have presented a power of attorney, compiled by the Client and containing vague provisions, or individuals, to whom a payment instrument has been provided by the Client, which instrument is intended only for personal use.

10.7. The Client, who has ordered the payment, shall be held liable for the consequences, occurred as a result of the wrongful or imprecise filling in of payment documents.

10.8. The Bank and the Client shall not be held liable for the non-performance on their obligations in relation to an agreement for using a payment instrument or a payment account, having occurred as a result of extraordinary technical reasons, such as information systems' failure, communication lines' disruption, electricity outage and others, as well as in case of extraordinary circumstances, such as natural disasters, general strikes, technical malfunctioning, which are beyond their control. Upon suspicion on the part of the Bank as to fraud or security threats, relating to the payment services, rendered to the Client, the Bank shall employ due efforts to inform the Client thereof.

10.9. The bank shall not be held responsible, in case a payment operation has been rejected due to technical or communication reasons in the systems of other operators, banks or other entities, involved in the payment process, including upon the counterparty's denial to accept the payment for reason of circumstances beyond the Bank's control.

10.10. (deleted, with effect as from 27.05.2020)

10.11. In the cases of remote submission of payment orders, the Bank shall maintain an archive of the conversation with the Client and all initiated operations through the respective channels. As a proof in case of chargebacks the archived data for each effected operation shall also be reviewed.

10.12. (amended on 03.08.2020, with effect as from 04.08.2020) In the cases when the Bank is held liable for imprecisely effected, erroneous or unauthorized operations, in order to have its responsibility engaged, it is a mandatory condition for the Client to have informed the Bank of the imprecise, erroneous or unauthorized transaction without unjustified delay, after having received information about its effecting. The moment in which the Client has received information about its effecting shall be considered the moment in which the Client has received information about the effected operation in the online and/or mobile banking, UPAY payment gateway, the Client Contact Centre or at a bank's branch.

10.12.1. (deleted, with effect as from 04.08.2020)

10.12.2. (deleted, with effect as from 04.08.2020)

10.13. When the Client has had an objective impossibility to receive a statement, provided upon demand, however more than 13 (thirteen) months have elapsed since the debiting of his/her account, the Bank shall not effect payment operations for rectification purposes.

10.14. (amended on 16.03.2020, in effect as from 27.05.2020) The Bank shall be held liable for the damages, inflicted upon effecting of unauthorized or imprecisely performed operations through the use of a payment instrument, on condition that the

Client has performed on his/her obligations for protecting the personalized security features of the payment instrument and his/her obligations under Item. 6.3.- 6.5.2.

10.15. The Bank shall not be held liable, in case the Client's actions have been targeted at committing fraud or he/she has not observed his/her obligations for protecting the payment instrument and/or its personalized security features, nor his/her obligation to timely inform the Bank, due to malice or utter negligence. Utter negligence within the meaning hereof shall mean the following non-exhaustively listed cases of failure to protect either the payment instrument and/or its personalized security features on the part of the Client:

10.15.1. The Client has failed to observe the requirements and the recommendations of the Bank, described in *Security* Section, published at the online banking page, with regard to payment operations, effected through online banking or the security recommendations, described in the mobile banking application. The Client shall be obliged to inform himself/herself on a regular basis about amendments and supplements to those recommendations, as well as to observe them;

10.15.2. The Client has allowed the disclosure to and utilization by a third person of the former's means for electronic authentication, described in detail in Item 7.3 with regard to payment operations, effected through online banking.

10.15.3. (deleted, with effect as from 27.05.2020)

10.15.4. The Bank shall not be held liable for any damages, losses and/or missed profits, incurred by the Client and related to the used by the Client Account Information Services, if the provision by the Client of personalized security means for access to the account with the payment services provider, servicing the account/s, with regard to which these services are being provided, has been made in breach of the concluded agreement between the Client and said provider.

10.15.5. The Bank shall not be held liable before the Client in case of fees, charged by the payment services providers, servicing the account/s, with regard to which the Account Information Services are being provided.

#### **Imprecisely ordered payment operations – imprecise unique identifier (international bank account number – IBAN)**

10.16. The Bank shall not be held liable for reimbursement of the amount under a payment operation in case of a valid, but incorrectly stated unique identifier on the part of the Client-payer. In this case the Bank shall employ reasonable efforts in view of reimbursing the amount under the payment operation, for which the Client shall owe a fee, as specified in the Bank's Tariff, irrespective of the reimbursement efforts' outcome.

10.16.A. Should the amount's reimbursement be impossible, the Bank, upon a written request by the Client, shall provide him/her with the entire available information, to be used by him/her for recovery of the funds through the general procedure.

#### **Imprecise text data**

10.17. In the cases when imprecise text data has been stated upon effecting a fund transfer, the stated unique identifier (IBAN of opened accounts) shall have priority.

#### **Imprecisely and erroneously effected payment operations**

10.18. The Bank shall be held liable for consequences, occurred as a result of imprecisely effected orders of the Client.

10.19. When as a result of imprecisely effected by the Bank, but a correctly filled in payment order, an account has been credited with a different Account Holder than the one, stated in

the payment order, the Bank shall reimburse to the Payer the amount of the imprecisely effected payment operation by the next business day, after it has been notified by the Payer or the Bank itself has established the error, as it shall initiate a rectification transfer to the beneficiary's provider of payment services.

10.20. In case the Client is a beneficiary of an imprecisely effected transfer, as a result of error of another payment institution, the Bank shall be entitled to effect a rectification transfer upon the request of the payer's provider of payment services within one month of the date, on which the payer's provider of payment services was informed of the error. The Bank shall make the correction within 5 days of receiving the rectification request from the payer's provider of payment services.

#### **Operations, unauthorized by the Client**

10.21. (amended on 16.03.2020, in effect as from 27.05.2020) The Client shall bear the losses, relating to all unauthorized payment operations, originating from the use of a lost, stolen or embezzled payment instrument, in amount not more than BGN 100 (one hundred Bulgarian leva), except for the cases when the payment instrument's loss, theft or embezzlement could not have been found by the Client prior to the payment and the Client has not acted with the aim to defraud or the damage has been inflicted by a Bank employee's omission or commission. In case of unauthorized payment operations, caused by the Client through either fraud or non-performance on one or more of his/her obligations for protecting the payment instrument's personalized security features and its obligations under Item 6.3 through Item 6.5.2 due to malice or utter negligence, the damage shall be borne by the Client, irrespective of its amount.

10.22. The Bank shall refund to the Client the value of the unauthorized operation and when necessary, shall restore the Client's account to its state, preceding the unauthorized operation, in accordance with the stated in this section, immediately and in any case no later than the end of the next business day, after it has found or has been notified by the Client of the unauthorized operation, except in cases when the Bank has well-founded suspicions about fraud and has informed the respective competent authorities thereof.

10.22.1. The Bank shall ensure to the Client the possibility to free-of-charge inform him/her of unauthorized transactions 24/7, non-business days included.

10.22.2. In case the Client has proven to the Bank that he/she has employed all reasonable efforts to inform it of an unauthorized by him/her transaction, but nevertheless he/she has not succeeded in that, then the Client's delay shall not be deemed unjustifiable.

10.22.3. In case unauthorized transactions have been effected after the moment of notification, the Client shall not bear any financial damages, unless he/she has acted through fraudulent means.

10.23.1. (amended on 16.03.2020, in effect as from 27.05.2020) Malice or utter negligence in relation to non-observing the Bank's instructions for protection of the payment instrument can be established through, but not limited to: investigation by the Bank within the proceedings before the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection; through litigation; upon investigation by police authorities or other appropriate methods.

10.23.2. The client shall provide his/her consent for the investigations under the previous Item 10.23.1., as well as render full cooperation for clarifying the circumstances, subject to the check.

10.24. In case of unsubstantiated chargebacks on the part of the Client, for transactions, actually effected by him/her or

contesting the amount of such transactions, the Bank shall be entitled to terminate its relations with the Client, with regard to any used product, including also by making several or all of its receivables from the Client callable ahead of schedule.

10.24.1 In case upon completion of the procedure for establishing the operation's authenticity the chargeback has been found groundless:

- The Client shall bear all costs, pertaining to the chargebacks procedure;
- The Client shall pay a fee for an ill-founded reclaim, in accordance with the Tariff;
- Upon proven groundless chargeback, the reimbursed amount as per Item 10.22., shall be debited from the Holder's account/credit limit. If, as at the moment of debiting the funds are insufficient, the Bank shall be entitled to form a debt, representing an unauthorized overdraft, accrued with an interest rate as per the Tariff.

10.24.2. In the cases when the payment operation has been initiated through a Payment Initiation Service Provider (PISP), within the framework of its involvement it shall bear the burden of proof upon ascertaining the payment operation's authenticity, its proper registration and the fact that the operation has not been affected by a technical malfunction or by another flaw, pertaining to the payment service within its domain of responsibility.

## XI. TERMINATION AND RESCISSION OF AGREEMENTS FOR ACCOUNTS AND PAYMENT INSTRUMENTS

### Discontinuing the use of payment services

11.1. (amended on 16.03.2020, in effect as from 27.05.2020) In case after a notification in accordance with the procedure of Section II *Communication between the Client and the Bank – becoming aware of the terms and conditions*. Notifications, messages, statements, the Client does not accept the new terms and conditions of the Bank, for which a 2-month notice period has been envisaged, he/she may either close his/her accounts or renounce the use of online banking, by visiting a branch of the Bank and terminating the respective agreement.

11.2. If the termination notice has been given within the 2-month period, the operations for termination shall be effected upon the status quo terms. After expiry of the two-month period the operations, relating to the termination shall be effected in accordance with the newly entered into force terms and conditions of the Bank.

### Termination of an account agreement

11.3. In case the particular account agreement does not stipulate a specified period or a special condition for termination, the Client may terminate the account agreement at any time without notice, provided that he/she does not have liabilities to the Bank or there is no distraintment, imposed on the account. For the purpose the Client shall submit a request for account closing according to a sample form of the Bank at a branch of his/her convenience.

11.4. Account, to which there is an issued bank payment card, shall be closed only in case there are no blocked funds in the account under *pending*, i.e. already effected or future payments. Upon expiry of a 7-day period of occurrence of grounds for closing the account and after deducting all due by the Client fees, commissions and other expenses, the remaining account balance shall be paid out in cash at a teller desk or shall be transferred to another account, as indicated by the Client.

11.5. (deleted, with effect as from 01.11.2019)

11.6. The Bank may close an account, as follows:

11.6.1. Upon a 2-month written notice, sent to the most recent address, provided by the Client, which may also be an electronic one;

11.6.2. After expiry of the period, for which the account has been opened or occurrence of a resolutive clause, specified in the Agreement.

11.6.A. (new, adopted on 11.11.2019, in effect as from 11.01.2020) Upon termination of an agreement for a current account or a savings deposit, all deposits opened thereto shall be terminated as well.

### Termination of an agreement for a Payment Account with Basic Features

11.7.1. The Bank may terminate the PABF agreement unilaterally in the following cases:

1. When the Client has deliberately used the payment account for illegal purposes;
2. Upon non-effecting any payment operation on the account within 24 consecutive months;
3. When the Client has submitted false information to facilitate the account opening, so as to avoid refusal on any of the grounds under Item 4.7.B;
4. The Client no longer resides legally in the European Union;
5. The Client has subsequently opened another payment account with basic features with another Bank;
6. On the grounds, indicated in Item 11.18 and 11.19, Section XI hereof;
7. On the grounds, indicated in Item 11.6.1 of Section XI hereof;

11.7.2. The Bank may terminate the Agreement in the cases under Items 2, 4, 5 and 6 of Item 11.7.1 with a 2-month written notice, while in the cases under Items 1 and 3 – without notice, by informing the user of the reasons and grounds for termination. With the termination notice the Bank shall inform the user of the procedure for lodging a complaint against the termination as per Art. 174 of the Payment Services and Payment Systems Act and of the possibility to refer to the BNB and the Payment Disputes Reconciliation Committee.

### Termination of an agreement for online banking

11.8. The agreement for online banking is being concluded for an indefinite period of time.

11.9. The online banking agreement specifies a period for termination with a notice by either the Client, or the Bank. The termination of the online banking agreement shall also discontinue the access to the profile through the mobile banking application.

11.10. In case of a submitted notice for termination of the agreement, the Bank shall execute the operations, ordered by the Client prior to receiving the notification.

11.11. Upon termination of the agreement the Client shall be obliged to return all devices, received from the Bank in relation to using the payment instrument.

11.12. (deleted, with effect as from 27.05.2020)

11.13. (deleted, with effect as from 27.05.2020)

11.14. (deleted, with effect as from 27.05.2020)

### Termination of contractual relations with regard to payment services

11.15. (amended on 11.11.2019, in effect as from 11.01.2020) The Bank shall be entitled to terminate the agreements for one or all accounts of a certain Client and terminate the other agreements for payment services upon non-performance on



obligations, specified in the current General Terms, the particular agreement with the Client, or obligations of the Client, envisaged in the effective legislation, when these obligations concern the relations between the Bank and the Client. The specific grounds (however not only limited to those) can be, as follows:

11.15.1. Providing by the Client of incorrect, imprecise or incomplete data to the Bank, irrespective of the legal relations between the Bank and the Client;

11.15.2. The Client shows bad manners in his/her relations with the Bank (behaves rudely, arrogantly, smears the Bank's good reputation etc.);

11.15.3. The reputation of the Client in public is controversial or according to the Bank there is sufficient data, that the Client breaches the effective laws.

11.16. (amended on 11.11.2019, in effect as from 11.01.2020) In case of termination as per Item 11.15 the Bank shall inform the Client, with which it shall provide him/her with a reasonable period for disposing of the remaining available account balances, returning of devices, property of the Bank, etc.

11.17. (deleted, with effect as from 11.01.2020)

11.18. The Bank shall close an account of a client, who, during a 6-month period, has failed to pay the fee for its maintenance.

11.19. Upon termination of an account/payment instrument agreement, which has been in effect for more than 6 months, the Client shall not owe fees or penalties for the termination, unless the said termination is due to the Client's non-performance of an obligation of his/hers.

11.20. (new, adopted on 11.11.2019, in effect as from 11.01.2020). Upon termination of an agreement for a current or savings account on the part of the Bank pursuant to Item 11.6.1, Item 11.6.2. and Item 11.15., the Bank shall accrue a fee for storage of cash funds on the available balances in the terminated account/s, which the Client has not disposed of after the termination, in amount specified in the Fees and Commissions Tariff for Individuals.

## **XII. DEPOSIT INSURANCE**

### **Guarantee amount and scope**

12.1. The aggregated available funds on all deposits, opened in the name of a Client, irrespective of the currency, in which they have been opened, are guaranteed in amount up to BGN 196 000 (one hundred ninety six thousand Bulgarian leva).

12.2. A larger guaranteed amount may be arranged pursuant to the Bank Deposits Guarantee Act. In this relation the following deposits are guaranteed in amount up to BGN 250 000 for a period of three months as of the moment when the amount is credited to the depositor's account, or as of the moment the depositor has acquired the right to dispose of the deposited amount:

1. Deposits of natural persons, originating from deals with residential real estates;

2. Deposits of natural persons, originating as a result of paid amounts on the occasion of entering into or dissolving a marriage, termination of labour or business relations, disability or death;

3. Deposits, originating as a result of insurance or social security payments or payments of damages from crimes or repealed sentences.

12.3. The deposits under Item 12.2 are not taken into consideration while calculating the total amount of the Bank's liability to a single depositor pursuant to Item 12.1.

12.4. In case the deposits, opened by the Client are more than one, in order to define the total amount of the Bank's obligation, all deposits, including the amount of interest accrued, shall be summed up. Deposits in foreign currency shall be paid in their

BGN equivalence, calculated at the exchange rate of the Bulgarian National Bank as at the date of issuance of a deed pursuant Art.20, Para.1 of the Bank Deposits Guarantee Act.

12.5. In case there is a deposit in favour of a third person, entitlement to receive a guarantee on the deposit shall have the one, in whose favour the deposit has been opened (the beneficiary), unless the agreement stipulates otherwise.

12.6. The Bank shall provide the Client with basic information about the guaranteeing of his/her deposits, the amount of the guarantee and the applicable deposit guarantee mechanism, by providing a Depositors' Newsletter, being an integral part of the Account Agreement. The newsletter shall contain updated information as at the date of signing the Agreement, as its parameters may be changed upon amendments to the legislation. The Bank shall undertake to maintain up-to-date information about the guaranteeing of deposits, which information shall be displayed on the information boards in its branch network, as well as on the Bank's website, from where the Client shall undertake to keep himself/herself informed on a regular basis.

### **Deposits, non-covered by the guarantee**

12.7. Guaranteed amounts of deposits with the Bank shall NOT be paid to:

1. Other banks, when the deposits have been opened on their behalf and at their expense;

2. Financial institutions, pursuant to Art. 3 of the Credit Institutions' Act;

3. Insurance and reinsurance companies under Art. 8 of the Insurance Code;

4. Pension Assurance Companies and Compulsory and Voluntary Pension Assurance Funds;

5. Investment intermediaries;

6. Collective investment schemes, national investment funds, alternative investment funds and Special Purpose Vehicles;

7. State Budget spending entities under § 1, Item 5 of the Additional Provisions of the Public Finance Act;

8. The Investor Compensation Fund, the Bulgarian Deposit Insurance Fund and the Guarantee Fund under Art. 287 of the Insurance Code.

12.8. No guarantee shall be provided for deposits, having originated from or related to deals or actions, constituting money laundering within the meaning of Art. 2 of the Measures Against Money Laundering Act, or financing of terrorism within the meaning of the Measures Against the Financing of Terrorism Act, established with an enforceable judgment.

12.9. Deposits, which holder has not been identified pursuant to Art. 3 of the Measures Against Money Laundering Act as at the date of issuance of a deed under Art. 20, Para. 1 of the Bank Deposits Guarantee Act, shall NOT be paid either.

### **Mechanism for guaranteeing deposits and procedure for payment**

12.10. In case of revoking a license for carrying out banking activity, the Fund shall pay the liabilities of the Bank to the Client up to the guaranteed amounts. The payment shall be made through one or more banks, specified in a list, issued by the Management Board of the Fund.

12.11. Within a period of not later than two business days prior to initiating the payment of amounts by the Fund, the Management Board of the Fund shall be obliged to announce in at least two central daily newspapers and on its website the date, as from which the Bank's depositors will be able to receive payments from the Fund, as well the bank or the banks, through which these payments will be effected.

12.12. The Fund shall provide the Bank's depositors with access to the amounts, subject to reimbursement under the guaranteed deposits, not later than 7 business days from the date of issuing a deed under Art. 20, Para. 1 of the Bank Deposits Guarantee Act.

12.13. Upon availability of extraordinary circumstances, provided for in the Bank Deposits Guarantee Act, this period may be extended, when:

12.13.1. The depositor has no exclusive right over the funds in the account, as the entitlement to receive payment from the Fund lies with the person, in whose favor the deposit has been made, unless otherwise provided for in the agreement and on the condition that the latter person has been identified or may be identified prior to the date of issuance of a deed under Art.20, Para. 1 of the Bank Deposits Guarantee Act, however not later than three months since the date of the deed's issuance;

12.13.2. It has not been established whether a certain person has the legal right to receive the guaranteed amount of the deposit or in case the deposit is subject of a legal dispute; in these cases the deposit shall be reimbursed within 7 business days from the date of notifying the Fund about the dispute's settlement or the legal right's ascertainment;

12.13.3. The deposit is subject to restrictive measures, imposed by either the government or international organizations; in these cases the deposit shall be paid within 7 business days from notifying the Fund about the termination of the restrictive measures' effectiveness;

12.13.4. The amount to be paid is a portion of a temporary high balance in the account, pursuant to the conditions of Art. 12.2., however the extension shall be with not more than three months from the date of issuance of a deed pursuant to Art.20, Para.1 of the Bank Deposits Guarantee Act;

12.13.5. The Fund shall reimburse the guaranteed deposits to a branch of a Bulgarian bank in another Member State, however, the extension shall be with not more than 20 business days from the date of issuance of a deed under Art. 20, Para.1 the Bank Deposits Guarantee Act.

12.14. In order to receive the guaranteed amount, the Client shall have to visit the Bank, determined to effect the payment, present a valid identity document and sign a declaration-statement, certifying, that he/she is neither a spouse nor a relative in a direct or collateral line of descent up to a second degree to individuals, including such falling into some of the categories of management, ownership or control of the Bank.

12.15. The Bulgarian Deposit Insurance Fund shall not owe any interest on the guaranteed amounts.

12.16. Any person, claiming to be a depositor, but who has been denied reimbursement of amounts under the deposit within the limit under Item 12.1. and 12.2., and within the deadlines under Item 12.12. or 12.13., or who disagrees with the amount of the sum, reimbursed to him/her, may file his/her objections in writing within a period of up to three months as from the initial date of payment of the guaranteed deposits, with the conservator, temporary administrator or ad hoc manager, liquidator, temporary trustee in bankruptcy or assignee in bankruptcy of the bank. The conservator, temporary administrator or ad hoc manager, liquidator, temporary trustee in bankruptcy or the assignee in bankruptcy shall render their judgement on the objections within a period of 7 days from their receipt. In case the objection has not been granted, the person may claim his/her rights pursuant to the Civil Procedure Code.

### **XIII. PERSONAL DATA**

13.1. The Bank shall process the personal data of its clients by virtue of and in accordance with the Personal Data Protection Act (PDPA) and Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27.04.2016 on the protection of natural persons with regard to the processing of

personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). By signing an agreement for account opening, card issuance, use of online banking or other payment services, including the services rendered by the Client Contact Centre, the Client shall state his/her awareness of the document entitled *UBB AD Information on the Processing of Personal Data*, available on the Bank's website, [www.ubb.bg](http://www.ubb.bg), and in the banking halls, and through it he/she has become informed about:

13.1.1. UBB AD in the latter's capacity as a Personal Data Controller and the manner in which the Bank's Data Protection Officer can be contacted;

13.1.2. His/her rights in line with the processing and protection of his/her personal data and the way to exercise those, including information on his/her entitlement to obtain details on the types of data, pertaining to him/her and processed by the Bank, as well as the source of such data, in case they have not been collected from the Client; his/her right to demand that the Bank should obliterate, adjust or restrict the processing of his/her personal data, which processing is being improperly or unlawfully handled; his/her entitlement to data portability; his/her right to object to the processing of his/her personal data, when such is being made on grounds of a legitimate interest of the Bank; his/her right to revoke the provided consent to the processing of his/her personal data for particular purposes, as well as his/her lawful entitlement to appeal before the Personal Data Protection Commission in the latter's capacity as a supervisory authority within the meaning of the General Data Protection Regulation;

13.1.3. The need to have his/her personal data processed and the eventual consequences, upon failure to provide those data;

13.1.4. The grounds for processing of his/her personal data, incl. information that the Bank is not going to process his/her personal data for the purpose of elaborating a client profile and for offering of tailor-made products and services in a direct way, without his/her explicit consent;

13.1.5. The purposes, for which the Bank processes his/her personal data, received under the terms and conditions of the particular Agreement, including together with other personal data of his/hers, which the Bank has lawfully obtained from third parties, incl. other personal data controllers, as well as about the Bank's entitlement to process his/her personal data even after discontinuing the provision of payment services, when such processing is needed for fulfillment of a statutory obligation of the Bank or for protection of its lawful interests, as well as in other cases, permitted by law.

13.1.6. About the recipients, to which his/her personal data could be provided by the Bank in the cases, permitted by law – other personal data controllers or personal data processors, acting on the Bank's behalf, including, but not limited to: state and municipal bodies and institutions, insurance and health insurance companies, credit registers and bureaus, entities specialized in risk analysis and assessment, collecting of receivables or preventing and establishing illegal actions, including crimes; about eventual provision by the Bank of the Client's personal data to third countries, while observing the regulatory requirements, including also electronic cross-border transfer of data, necessary for effecting international transactions, by providing these data to payment systems' operators and other entities, specialized in processing of transactions with payment instruments;

13.1.7. The periods for storage of his/her personal data by the Bank.

#### **Recording conversations with a Client**

13.2. With these General Terms the Client shall give his/her consent for conversations, held between him/her and the Client

Contact Centre, other employees of the Bank, as well as with third persons, who on behalf of the Bank hold conversations with clients in relation to the payment services, to be recorded by the Bank for the purpose of improving the service and making a check upon complaints by clients. The Bank shall provide these recordings only to the Client in person upon his/her demand or to the competent government authorities, in accordance with the procedure, envisaged by law.

#### **XIV. FILING OF COMPLAINTS AND RESOLVING OF DISPUTES WITH CLIENTS**

##### **General Provisions**

14.1. Each Client may file a complaint in relation to the use of payment services in the most convenient manner for him/her: at any branch of UBB; through the Bank's website; at the document registration desk in the Bank's Head Office; through the Client Contact Centre.

14.2. The complaint may be filed on a standard form of the Bank, as the Client shall mandatory state: at least two names, Personal Identity Number, exact address, telephone /e-mail for contact, manner of receiving a reply and a signature, as well as an entry number of a complaint, submitted before the Ministry of Interior, resulting from illegally performed actions by third persons.

14.3. Within a seven-day period the Bank shall reply in the manner, indicated by the Client, or inform the Client of the period, within which he/she shall receive a reply, which period shall not exceed 35 business days of the complaint's receipt, in the cases of factual or legal complexity, as for example – collecting of information from payment institutions or other third parties, initiated penal proceedings on the reviewed case and others.

14.4. In case the Client does not accept the decision of the Bank, he/she may refer the dispute to the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection or before a competent Bulgarian court.

14.5. In case that a Client has submitted an alert to the Ministry of Interior, including when he/she has granted consent for disclosing facts and circumstances that constitute bank secrecy, the Bank shall assume that it may disclose the necessary information /respectively, bank secrecy/ before the Ministry of Interior authorities in relation to duly investigating the illegally performed actions.

##### **TRANSITIONAL AND FINAL PROVISIONS**

§1. Upon discrepancy between the stipulated in the present General Terms and the Agreement for a particular payment service, the said Agreement's provisions shall prevail.

§2. To all issues, unsettled by these General Terms and the particular agreements, the provisions of the effective laws of the Republic of Bulgaria shall apply.

§3. Any disputes, having originated in relation to these General Terms, shall be resolved through the mutual consent of the parties in accordance with the procedure, specified in *Filing of Complaints and Resolving Disputes with Clients* Section.

§3A (new, adopted on 26.04.2021, with effect as from 10.05.2021) The Bank shall accept and provide payment products and/or services, as indicated herein, to Clients, having their habitual residence (current address) in the Republic of Bulgaria. The Bank shall accept and provide payment products and/or services, as indicated herein, to Clients, having their habitual residence other than the specified above, provided that the latter have explicitly stated before the Bank their willingness to use the payment products and/or services, as indicated herein, exclusively on their own initiative. The Bank

shall accept and deem the signing of the agreement for the respective product or service as explicit confirmation by the Client of their habitual residence (current address) being in the Republic of Bulgaria and/or respectively - for new Clients, having their habitual residence outside the country's territory - that they indicate interest and request the use of the product and/or service on their own initiative.

§4. In case the Client disagrees with the decision of the Bank, he/she may refer the dispute to the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection or to a competent Bulgarian court.

§5. The following are integral parts hereof:

1. Information about the settlement of relations between UBB and heirs of deceased clients - available on UBB's web site [www.ubb.bg](http://www.ubb.bg)

2. Terms and conditions for drawdown and repayment of limits under credit cards - available on UBB's web site [www.ubb.bg](http://www.ubb.bg).

3. (new, adopted on 21.10.2019, effective from 01.11.2019) General terms on online inclusion in group insurance policies through UBB Mobile.

4. (new, adopted on 25.01.2021, in effect as from 25.01.2021) General Terms on using the Electronic vignette (e-Vignette) payment service via UBB Mobile.

5. (new, adopted on 31.05.2022, in effect as from 01.08.2022) General Information for UBB AD clients on embargo, restrictions and sanctions

6. (new, adopted on 28.02.2023, in effect as of 28.02.2023). General Terms on Access to the Online UBB Pension Insurance platform through the UBB Mobile application.

§5A (new, adopted on 25.01.2021, in effect as from 28.01.2021) Additional information about the payment services provided by the Bank is available also in the following documents: Glossary - National provisional list of the most representative services, linked to a payment account; Information document on the fees under Standard current account/ Activity account/ Privilege account; Information brochure on payment account with basic features of United Bulgarian Bank AD; Instruction for transfer of a payment account to an individual; Information brochure on your rights to effect payments in Europe. They are available on UBB's website at [www.ubb.bg](http://www.ubb.bg) and upon a request on a hard copy in the branch network of the Bank.

§6. The terminology used in these General Terms in relation to payment services shall have the meaning, specified in the Additional Provisions of the Payment Services and Payment Systems Act.

§7. These General Terms are in effect since 09.07.2018, and with effect from the said date they shall repeal:

1. The General Terms of CIBANK JSC for provision of payment services to individuals and the terms and conditions of the frame agreement for provision of payment services to individuals / users by virtue of the Payment Services and Payment Systems Act) of Cibank JSC;

2. The General Terms for Issuance and Servicing of CIBANK's Bank Payment Cards for Individuals;

3. The General Terms, applicable to deposit agreements, concluded with CIBANK JSC.

§8. Not earlier than two months, as from 09.05.2018, the provisions of these General Terms shall repeal the General Terms for using the Cibank Online service, as each user of the said service shall be informed of their applicability upon system login.

§9. Not earlier than two months, as from 09.05.2018, the provisions of these General Terms shall repeal the General Terms of Cibank JSC for effecting utility bill payments.

§10. Not earlier than two months, as from 09.05.2018, the services of the Client Contact Centre as per Section IX hereof shall be gradually launched for all users of payment services, who have concluded agreements with Cibank JSC.

§11. Not earlier than two months, as from 09.05.2018, the *Secure Internet Payments* service as per Section VIII hereof shall be gradually launched for all clients - holders of bank cards, issued by United Bulgarian Bank AD.

§12 The Bank shall announce on its webpage [www.ubb.bg](http://www.ubb.bg), as well as in its banking halls information about the dates of entry into force of the amendments for the users of payment services, stated in §8, §9, §10 and §11 of the Transitional and Final Provisions hereof.

§13 Powers of attorney, composed before a bank employee / internal powers of attorney / until 18.04.2019. will be accepted by the Bank for performance of the acts referred to therein not later than 31.12.2019.

§.14. By 01.09.2019 sending of SMS and e-mail notifications for account movements and transactions with bank cards shall be made in accordance with the currently effective procedure, while effective from 01.09.2019 notifications for account movements and transactions with bank cards shall be sent only as per the procedure, envisaged in Item 7.17 and Item 7.18.

These General Terms are in effect since 01.03.2010, as they repeal the General Terms on Accounts of Individuals, the General Terms on online banking and UBB AD General Terms on Debit and Credit Cards.

These General Terms were supplemented on 15.11.2011, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General terms were supplemented on 17.05.2013, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 28.04.2014, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 23.07.2014, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 21.11.2014, the amendments came into effect on 27.01.2015 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 02.02.2015, the amendments came into effect on 02.04.2015 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 02.11.2015, the amendments came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 19.09.2016, the amendments came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 23.10.2017, the amendments came into effect on 01.01.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 18.12.2017, the amendments came into effect on 01.01.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 30.04.2018, the amendments came into effect on 09.07.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 03.09.2018, the amendments came into effect on 05.09.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 14.01.2019, the amendments came into effect on 01.02.2019, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 04.02.2019, the amendments came into effect on 18.04.2019, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 05.03.2019, the amendments came into effect on 12.05.2019, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 13.05.2019, the amendments came into effect on 01.07.2019

These General Terms were amended and supplemented on 01.07.2019, the amendments came into effect on 22.07.2019

These General Terms were amended and supplemented on 08.07.2019, the amendments came into effect on 14.09.2019.

These General Terms were amended and supplemented on 30.09.2019 and 21.10.2019, the amendments came into effect on 01.11.2019 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 11.11.2019, the amendments came into effect on 18.11.2019 and respectively on 11.01.2020, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 03.02.2020, the amendments came into effect on 01.04.2020 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 16.03.2020, the amendments came into effect on 27.05.2020 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 03.08.2020, the amendments came into effect on 04.08.2020 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 25.01.2021, the amendments came into effect on 25.01.2021, respectively 28.01.2021, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 29.03.2021, as the amendments came into effect on 30.03.2021, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 26.04.2021, as the amendments came into effect on 10.05.2021, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 05.07.2021, as the amendments came into effect on 22.11.2021, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 01.02.2022 as the amendments came into effect on 16.02.2022, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 22.02.2022, as the amendments came into effect on 22.02.2022, with their applicability spreading on all signed agreements for payment services with UBB AD.



These General Terms were amended and supplemented on 12.04.2022, as the amendments came into effect on 12.06.2022, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 25.05.2022, as the amendments came into effect on 20.06.2022, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 31.05.2022, as the amendments came into effect on 01.08.2022, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 20.09.2022, as the amendments came into effect on 01.10.2022, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 24.01.2023, as the amendments came into effect on 06.04.2023, with their applicability spreading on all signed agreements for payment services with UBB AD.

The present General Terms were amended and supplemented on 28.02.2023. The amendments shall take effect as of 28.02.2023 and shall apply to all agreements for payment services concluded with UBB AD.

The present General Terms were amended and supplemented on 07.03.2023. The amendments shall take effect on 07.05.2023 and shall apply to all agreements for payment services concluded with UBB AD.

The present General Terms were amended and supplemented on 02.05.2023. The amendments shall take effect on 07.05.2023 and shall apply to all agreements for payment services concluded with UBB AD.