

## GENERAL TERMS AND CONDITIONS FOR PAYMENT ACCOUNTS AND SERVICES, DEBIT CARDS AND KBC ONLINE BULGARIA FOR PRIVATE INDIVIDUALS

### I. SUBJECT MATTER

1. These General Terms and Conditions govern the relations between United Bulgarian Bank AD (hereinafter referred to as the Bank) and the Client (hereinafter referred to as the Client or Holder) in his/her capacity as the User concerning the payment services provided by the Bank, the issuance of debit cards and the use of KBC Online Bulgaria:

- 1.1. opening, servicing and closing payment accounts;
  - 1.2. depositing cash to a payment account as well as the related transactions related to servicing a payment account;
  - 1.3. cash withdrawal from a payment account as well as the related transactions related to servicing a payment account;
  - 1.4. executing payment transactions, including transfer of funds from and to a payment account of the Client which presupposes:
    - 1.4.1. executing payment requests for direct debits, including one-off direct debits;
    - 1.4.2. executing payment orders for credit transfers, including requests for periodic transfers;
    - 1.4.3. executing payment transactions under point 1.4.1 and 1.4.2 where the funds are part of a loan extended by the Client;
    - 1.4.4. payment transactions where the Client has consented to the execution of the payment transaction via a telecommunication, digital or IT device, and payment is sent to the operator of a telecommunications or IT system or network which acts solely as an intermediary between the Client and the Bank;
  - 1.5. access to accounts and accounts serving payment cards via e-banking;
  - 1.6. issuance, use and servicing contactless debit cards;
  - 1.7. submitting requests and providing consent for accounts and/or cards via Call Center;
  - 1.8. providing services on a payment account for basic features under Section VII of these General Terms and Conditions;
  - 1.9. switching of a payment account;
  - 1.10. payment execution initiated by Third Party Payments Service Providers – Payment Initiation Service Providers (PISP);
  - 1.11. providing information on behalf of Third Party Payments Service Providers - Account information service providers (AISP);
  - 1.12. others which the Bank can create for use by the Client;
2. These General Terms and Conditions are mandatory for the Client and are an inalienable part of the relevant agreements for the use of a payment service and/or payment tool, where the Application and Contract for the issue of a debit card and provision of bank services for private individuals and/or any other bank form/statement/contract for the use of a payment service and/or payment instrument (hereinafter generally referred to as Application and Contract concluded between the Bank and the Client).

In case there is a discrepancy between these General Terms and Conditions and the conditions underlying the Application and Contract in question, the provisions of the specific Application and Contract will apply.

3. The relations between the Bank and the Client concerning payment services and payment instruments – contactless debit cards and KBC Online Bulgaria – are described in these General Terms and Conditions, which include common sections applicable for all payment services and instruments as well as special sections where the specifics of the debit card and KBC Online Bulgaria are described.
4. 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).
5. To accounts, which are not used for payments, the rules for one-off payment transactions regulating the conditions for deposits and withdrawals shall apply.
6. Prior to opening a payment account, the Client obtains these General Terms and Conditions, the Application-contract, the General Terms and Conditions for business use of the Bank, the Tariff of United Bulgarian Bank AD for the fees and commissions for individuals in the offices, or he/she familiarises with them on the website of the Bank. The Client can accept them in case he/she decides to use payment services/payment instruments provided by the Bank.
7. While the Application and Contract is in force, the Client is entitled, upon request, to receive these General Terms and Conditions on hard copy or any other durable medium within the meaning of these General Terms and Conditions.

### II. BANK DETAILS

8. United Bulgarian Bank AD is a commercial entity registered in the Commercial Register with the Registry Agency with UIC 000694959;

Seat and address of management: 89B Vitoshka Blvd., Sofia city;  
Call center phone: 0700 1 17 17 (Vivacom) and 71 71 (A1 и Yettel), +359 2 483 17 17 (for connection from abroad), email [info@ubb.bg](mailto:info@ubb.bg)  
Phone for blocked bank cards: 02/9624 102, Monday-Sunday 24/7.

Phone for blocked access to KBC Online Bulgaria: 02/91 985 666, Monday-Friday from 8 am to 8 pm.

Website: [www.ubb.bg](http://www.ubb.bg) Hours with Clients in official working days: 8.30 am to 5 pm.

9. The competent authority in charge of oversight over the Bank as payment service provider is BNB.

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

#### Identification of clients

10. According to the applicable legislation the Bank shall identify and verify the identity of clients, by ascertaining their identity.

11. The Client shall prove his/her identity with a valid identity document containing a photograph, issued in accordance with the Bulgarian legislation, or the legislation of the country, whose citizen he/she is, as follows:

- 11.1. Bulgarian citizens – identity card;
- 11.2. citizens of a Member State of the European Union and Switzerland – identity card; international passport;
- 11.3. citizens of a country outside the European Union – international passport;
- 11.4. refugees and persons with humanitarian status – a refugee card; a card of a foreigner who has been granted asylum; card of a foreigner with humanitarian status; temporary card of a foreigner; certificate of travel abroad of a refugee; certificate for travel abroad of a foreigner who has been granted asylum; certificate for travel abroad of a foreigner with humanitarian status; certificate for travel abroad of a stateless person.

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.

12. 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.

13. 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.

14. 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.

15. 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 data.

16. 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.

17. 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.

18. The Bank may also request other documents for opening and running a payment account for which, the person opening the account is notified in advance.

19. The Bank shall refuse to open a payment account (including a Payment Account for basic features) when the opening of such an account would lead to a violation of mandatory provisions of the current legislation, including the provisions established in the legislation on prevention of the use of the financial system for the purposes of money laundering and terrorist financing.

20. The Bank shall assign a unique identifier – International Bank Account Number (IBAN) to each account opened, and the Customer shall point this unique identifier at every payment order. The Bank shall prepare a monthly statement

(Statement) and provide the account holder, upon request, with a hardcopy thereof free of charge at the offices of the Bank. The Bank also prepares a Fee Report and provides it to the account holder free of charge on paper once a year upon request at the bank's office.

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

21. Account disposal by a proxy shall be permitted in all branches, except in the cases under item 28.2. 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.

22. 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.

23. 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.

24. 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.

25. 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 power, 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.

26. 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 25.

27. Apart from the cases under item 28, the Bank shall not accept powers of attorney from Clients, 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.

#### **Power of attorney prepared on Bank's template and signs in front of Bank's employee**

28. The Bank shall accept powers of attorney for disposal of Client's funds, effected through a proxy, prepared on sample form of the Bank and signs the power of attorney in front of an authorized employee of the Bank, is subject to the following rules:

28.1. The account holder – authorizer signs the power of attorney personally in front of an authorized employee of the Bank and in the presence of a proxy who also provides specimen of his signature. When authorizing for disposal operations with term deposits, the power of attorney must be notarized by the signature of the client, applying the rules of notarized power of attorney listed in these General Terms and Conditions.

29. The Bank shall accept power 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 power 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.

30. 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 "apostile" and translated into Bulgarian language by a sworn translator.

#### **Power of attorney's revocation**

31. 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.

32. The Bank shall terminate the rendering of payment services under a power of attorney, when it has received a notification in writing 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.

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

#### **IV. CONSENT FOR EXECUTION AND WITHDRAWAL OF A PAYMENT TRANSACTION**

34. The Client agrees to execute the Payment Transaction (hereinafter referred to as the PT) via signed standard forms of payment requests deposited on hard copy or electronically.

34.1. In order to limit the risk of unauthorized payment transactions, the Bank reserves the right for which consent is given by a proxy on paper to seek the titular explicit confirmation of this operation and to refuse to accept payment transaction for execution unless it receives confirmation from the account holder.

35. The request or consent of the Client, in his capacity as payer, for PT execution may be withdrawn by the Client any time but not later than at the time when the PT became irrevocable. The Bank shall deem PT irrevocable upon receipt of the payment request.

36. Where the PT under Item 35 is performed at the initiative of or via the beneficiary, the payer may not withdraw the payment request after its submission or after consenting to the execution of the PT in favour of the beneficiary.

37. Where the Client providing the payment request wishes for the payment request to be made on a given day or on the day following the expiry of a certain term, the Client may cancel the payment request at latest by the end of the working day preceding the agreed day.

38. Upon direct debit, the Client, in his capacity as payer, may cancel the payment request at latest by the end of the working day preceding the agreed day for crediting his/her account.

39. Upon expiry of the terms under Item 35 – Item 38 above but not later than the crediting of the beneficiary's account, the payment request cannot be cancelled only upon consent to this end between the Client and the Bank, where in the cases under Item 38, the consent of the beneficiary of the funds is required.

40. The Bank can charge a fee for the cancellation of the payment request, in accordance with the acting Tariff of the Bank.

41. The payment request is withdrawn in writing.

42. The Bank may give up the execution of a payment request for which the Client has provided consent only if:

42.1. The payment request does not contain all specific conditions concerning the Application and Contract and/or any other relevant document signed by the Client upon signing the contract, these General Terms and Conditions and the General Terms and Conditions for the business activity of the Bank;

42.2. The execution of the payment request would violate provisions of the Bulgarian legislation, a court ruling or a decision of public authorities;

42.3. The Bank notifies the Client in writing about the reasons leading to the refusal to execute the payment request unless a regulatory ban is in place on the provision of such information.

#### **V. EXECUTION OF PAYMENT TRANSACTIONS**

43. The time of payment request receipt is the time when the Bank obtains the payment request submitted directly by the Client or indirectly by or via the beneficiary in the agreed manner and method for payment request receipt in accordance with Item 34.

44. Where the time of receipt is not a working day for the Bank of the payer, the payment request is considered received on the next business day.

45. Payment requests are accepted for execution in accordance with the deadlines envisaged in the acting Tariff of the Bank.

46. If the Client wants the payment request to be executed on a certain day or on the day following the expiry of a deadline, the agreed day is believed to be the time of payment request receipt, and if this day is not a working day for the Bank, this will be the next working day.

47. Where the Client's payment account has no sufficient cash for PT execution, the Bank shall refuse to execute the payment request. The Bank shall timely inform the Client about failure to execute the PT.

48. The Bank shall process payment requests in foreign currency based on SWIFT, BIC or any other identifier of the Bank of the beneficiary and IBAN/unique identifier of the beneficiary, provided the Client correctly submits them. Upon submitting a Payment Request in BGN, the Client indicates IBAN of the beneficiary's account, which are required for the execution. In the case of payment orders to countries of the European Economic Area (EEA), the Client need not provide the SWIFT (BIC) identifier to the BANK of the payee.

49. The failure to provide, the incomplete or inaccurate provision of details under Item 48 can bring about a delay in the processing of the transfer or failure to execute the PT. The Bank is not held responsible for the execution of requests with bank details, which have been wrongfully sent by the Client.

50. The Bank can refuse execution of the payment request if it has been written down illegibly.

51. Where the payment request is executed in accordance with the IBAN or unique identifier specified in it, the request is deemed properly executed with regard to the beneficiary.

52. The Bank is not held responsible for the default or incorrect execution of a payment transaction because the Client has wrongfully specified the unique identifier.

53. The Bank reserves the right to request additional documents, including paper copy in original, in connection with a specific payment transaction of the Client in connection with the fulfillment of legal requirements in accordance with the applicable legal rules of national and European legislation. In the event that the Client fails to comply with its commitment under the preceding sentence, the Bank may refuse or delay the execution of the respective payment transaction. In such cases, the Bank shall not be liable for any damages of any nature suffered by a canceled and / or delayed payment transaction.

53.1. A statement made by the Client in connection with and / or in connection with the commitment referred to in Item 53, through the officially sent e-mail address for correspondence, shall be considered as a valid binding written statement signed with a handwritten signature within the meaning of the Law on the electronic document and electronic certification services and Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and certification services in electronic transactions in the internal market and repealing Directive 1999/93 / EC ( OB, L 257/73 of 28 August 2014).

53.2. If by the Client's statement related to and/or on the occasion of the appointed in Item 53 commitment it is found that a concrete payment by the Client is connected with virtual currency, the Bank shall reject the respective payment operation. Payments connected with virtual currency are defined as high risk due to the enhanced risk of performing transactions that can serve criminal aims like money laundry and terrorism financing.

54. The bank reserves the right to refuse execution of a payment order when:

54.1. The payment order relates to a transaction involving in any way individuals or legal persons, organizations, entities or countries / jurisdictions that are subject to sanctions or that are not allowed to provide financial services under resolutions of the The United Nations Security Council or acts and decisions of the bodies of the European Union adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfillment of other objectives of the international community;

54.2. The payment order is in connection with a transaction involving in any way individuals or legal persons, organizations, entities or countries / jurisdictions that have been sanctioned by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC).

55. The Bank shall not be liable if a correspondent bank delays, refuses to execute, or blocks an amount of a payment transaction in a currency ordered by the Client in the cases under Item 54.1 or Item 54.2.

56. In case that after execution of a payment order of the Client, it is established that it falls within the scope of those under Item 54.1. or Item 54.2. and the Bank suffers damages as a result of the execution of the payment order or incurs expenses in this connection, the Client undertakes to indemnify the Bank for all damages, including any property sanctions, and / or expenses incurred.

## VI. TERMS FOR EXECUTION OF PAYMENT SERVICES

57. Upon execution of payment transactions in BGN, EUR, or related to one-off exchange of foreign currency (BGN-EUR) provided the exchange takes place on the territory of the Republic of Bulgaria as well as upon trans-border euro-denominated payment transactions to a country of the European Economic Area (EEA), the payment account of the beneficiary's Bank is credited with the sum of the payment transaction, at latest by the end of the next working day from receipt of the payment request. Where payment transactions on hard copy are executed, the term of execution is two business days from receipt of a payment request.

58. Upon payment transactions in a foreign currency other than the one specified in Item 57 above, the term for execution within the scope of the EEA is four business days at most.

59. Where the accounts of both the payer and the beneficiary at the Bank, the value date of crediting the beneficiary's payment account is the same working

day.

60. The terms for executing the PT outside the ones specified in Item 57 – Item 59 above are determined in accordance with the acting Tariff of the Bank. Upon execution of payment transactions in BGN via RINGS, the payer's Bank ensures the crediting of the payment account at the beneficiary's Bank on the same working day where the payment request is received.

61. The value date of crediting the beneficiary's payment account is not later than on the working day when the account at the beneficiary's Bank is credited with the sum entered in the PT. The value date of crediting the payer's account is not earlier than the time when the payment account is credited with the sum entered in the PT. The Bank of the beneficiary provides the sum entered in the PT to the beneficiary immediately after the account of the beneficiary's Bank is credited with this sum.

62. When depositing moneys in the payment account, the Bank provides the sum and determines the value date of crediting upon receipt of the funds.

## VII. PAYMENT ACCOUNT WITH BASIC FEATURES

63. The Bank shall accept to open and operate a payment account with basic features based on signed Application-contract from the Client (Holder) via which the Bank accepts money for safe keeping and performs, at the request of the Client or his/her duly authorised representatives, payments, within the scope of the balance on the account.

64. Payment account with basic features is a payment account in BGN under Article 118 (1) of the Payment Services and Payment Systems Act (PSPSA).

65. The Client has the right to assign whereas the Bank accepts to open and operate in his/her name just one payment account with basic features in BGN.

66. Withdrawals and payments may be executed to the amount of the balance on the Account, after deduction of the transaction fees and commissions, in accordance with the Chapter I.C. Payment Account with Basic Features (PABF) of acting Tariff of United Bulgarian Bank AD for Fees and Commissions for Individuals.

67. The Bank provides opportunity to perform unlimited operations on the payment account for basic features.

68. The Holder of the payment account for basic features is entitled to additional services to the account of their choice and desire, refusal to use such services can not be considered grounds for termination of account.

69. Under Article 119 of PSPSA the Bank may refuse to open the payment account with basic features, when:

69.1. the Client already holds payment account in the Bank which allows him to make use of the services listed in Item 64 Chapter VII of these General Conditions;

69.2. the Client declared that already holds payment account in another Bank in the country which allows him to make use of the services listed in Item 64 Chapter VII of these General Conditions;

70. The Bank open the payment account with basic features or refuse a consumer's application for a payment account with basic features, not later than 10 days after receiving a complete application.

71. Termination of the Contract for payment account with basic features:

71.1. In case of mutual written agreement between Parties;

71.2. Unilaterally from the Client by sending one month preliminary written notice from the Client, if the customer has no obligations;

71.3. The Bank may unilaterally terminate a contract only where at least one of the following conditions is met:

71.3.1. the Client deliberately used the payment account for illegal purposes;

71.3.2. there has been no transaction on the payment account for more than 24 consecutive months;

71.3.3. the Client provided incorrect information in order to obtain the payment account with basic features where the correct information would have resulted in the absence of such a right;

71.3.4. the Client is no longer legally resident in the Union;

71.3.5. the Client has subsequently opened a second payment account which allows him to make use of the services listed in Item 64, Chapter VII of these General Terms and Conditions;

71.3.6. In the cases of Item 19 of the present general terms and conditions

71.3.7. The Client violates the arrangements with the Bank, according General terms and conditions, Tariff and Application - Contract.

Termination of the contract for a payment account with basic features on one or more of the grounds mentioned in Item 71.3.1. and 71.3.3. effective immediately.

When the Bank terminate contract for a payment account with basic features on one or more of the grounds mentioned in Item 71.3.2., 71.3.4., 71.3.5., 71.3.6. and 71.3.7., the Bank informs the Client of the grounds and the justification for the termination at least two months before the termination enters into force, unless such disclosure would be contrary to objectives of national security or public policy.

72. For unsettled in this section relationship between the Client and the



bank are applicable texts governing these General Terms and Conditions.

## VIII. DEBIT CARD

This section governs the relations between the Bank and the Client (hereinafter referred to as the Cardholder) with regard to the issue and servicing of a debit card.

### VIII.1. ACCOUNT TO WHICH A DEBIT CARD IS ISSUED

73. The Bank shall open a current account (hereinafter referred to as in this section Account) in the name of the Cardholder and issues a main debit card (Card or Main card if necessary to be deferred) and, upon request by the Cardholder, an additional debit card/s (Card or Additional card if necessary to be deferred) in the name of the Cardholder or another person appointed by the Cardholder (Cardholder or Additional cardholder if necessary to be deferred), on the grounds of a signed Application-contract (Contract). The card is issued on the grounds of a contract signed between the Bank, card organisations and card operators.

74. The Cardholder can use the account for payment transactions in accordance with these General Terms and Conditions with or without the use of the Card.

75. Access to the Account via the Card is enacted via all terminal devices ATM and POS designated with the logo of the relevant international card organisation.

76. From the Account via a Card, payment transactions can be performed within the scope of the designated operational limits and in accordance with the rules of the international card organizations. Where the Client's Account has insufficient funds for executing the PT, the Bank refuses to execute the payment request, except for in the cases pursuant to Item 99 with reference to Item 318 below.

76.A Instant payment in BGN "Blink" is immediate credit transfer payment type, executed only in BGN currency, with availability of the service 24/7/365, with instant or close to instant processing time. The amount is available within seconds on the recipient's account. It's performed using the Blink instant payments mechanism, functionality of National Card and Payment Scheme ("NCPS") - part of "Borika" AD.

76.B The BANK executes single instant payment in BGN currency "Blink", ordered from the CUSTOMER electronically via KBC Online Bulgaria and KBC Mobile Bulgaria from BGN currency account with maximum amount – up to BGN 30,000 (thirty thousand BGN), and up to 5,000 (five thousand BGN) via KBC Mobile Bulgaria, not valid for budget payment type and in case the provider of payment services of the receiver is participant in the Program for instant payments through account of NCPS. The payment is performed with value date - the date on which the payment is accepted.

76C. The BANK must inform the CUSTOMER for the instant payment status through KBC Online Bulgaria, respectively KBC Mobile Bulgaria. The customer should see the status: approval that the money has been made available to the Recipient or refusal with the relevant reason code.

76D. The BANK receives incoming instant payments "Blink" with availability of the service 24/7/365, with value date-calendar date, on which the respective payment is accepted.

77. When executing domestic ATM/POS transactions in a currency, which is different from the foreign currency of the Account, the amount of the transaction is converted into the currency of the Account using the buy/sell exchange rate of the Bank for cashless transactions announced on the day of processing the transaction. If transactions are performed abroad, the amount of the transaction is converted from the currency of the transaction into the currency of the Account at the Bank's exchange rate for card transactions announced for the date of processing the transaction. Information about the Bank's exchange rates for card transactions is published at its website: [www.ubb.bg](http://www.ubb.bg).

78. The Bank shall prepare a statement (Statement) and shall provide it to the Cardholder free of charge on hard copy, upon request, to an office of the Bank.

### VIII.2. TERMS AND CONDITIONS FOR ISSUANCE AND USE OF A DEBIT CARD

79. The Card is a means of remote Cardholder access to the Account to which the Card is bound for executing payment and non-payment transactions domestically and abroad, in accordance with the requirements of the international card organizations and the acting Bulgarian legislation.

80. Only the Cardholder shall use the Card.

81. The Card is owned by the Bank and is provided for use to the Cardholder. The Cardholder shall be obliged to store the Card in a responsible manner.

82. The Card is being used along with a PIN using which the Cardholder is identified when performing card transactions, in accordance with Article 26 of Ordinance No. 3 of the BNB on the Terms and Procedure for Opening of Payment Accounts, for the Execution of Payment Transactions and Use of Payment Instruments.

83. The Cardholder must remember his/her PIN that is generated in a proposed by the Bank way (on paper, via POS terminal, through SMS, etc.).

84. The Bank shall provide an opportunity for the Cardholder to change the *General Terms and Conditions for Payment Accounts and Services, Debit Cards and KBC Online Bulgaria for Private Individuals*

PIN with a four-digit combination, including at a terminal device serviced by the Bank. Upon Card renewal after Card expiry the PIN of the expired Card is valid for the renewed Card.

85. Whenever a Cardholder uses his/her PIN, he/she shall be obliged to ensure that the entry of a PIN cannot be seen by third parties.

86. The Cardholder receives the issued Card not later than six months from the date of signing the Contract. Upon expiry of this term, the Card is destroyed whereas the Application-contract shall be deemed terminated.

87. Upon re-issue/renewal of the Card, the new Card is stored at the Bank for six months. Upon expiry of this term, the Card is destroyed whereas the Application-contract shall be deemed terminated.

88. The term of the Card's validity shall expire at the end of the month of the relevant year printed on the front side of the Card.

89. The Bank shall send the renewed card for receipt from the Cardholder in the office they have chosen.

90. Where the Cardholder forgets his/her PIN, he/she may request a new PIN.  
91. With the Card, the following transactions can be performed in the country and abroad:

91.1. payment of goods and services via terminal POS devices and an imprinter;

91.2. payment of goods and services as well as transfer between accounts via virtual terminal POS devices;

91.3. cashless on-line payment of goods and services, via fax and phone;

91.4. payment of goods and services in the Internet via the online payment systems and/or mobile application;

91.5. Booking of hotels, airfares, rent-a-car, etc.

91.6. payment of goods and services at a domestic commercial site in combination with withdrawal of cash of up to BGN 50 (purchase with cash back), via terminal POS devices performing such a service (only in the country);

91.7. withdrawal of cash via terminal ATM devices, terminal POS devices and an imprinter;

91.8. checking for funds in an account;

91.9. Information and other non-payment transactions (only in the country).

91.10. payment operations initiated by or through the merchant (receiver), for example utility bills, regular payments, subscriptions, renting fees for cars/bycycle, music/movies downloads from the Internet, etc.

92. The maximum term for execution of payment services, which are performed with the card, shall be determined by the rules of card organisations and card operators.

93. The transactions specified in Item 91 can be performed on all terminal devices bearing the logo of the relevant card organisation upon inspection of its operational limits and identification of the identity of the Cardholder in any of the following ways:

93.1. upon use of the Card on an ATM, the Cardholder authorises the transaction selected via the introduction of a PIN;

93.2. upon use of the Card on a POS terminal, the Cardholder authorises the transaction by introducing a PIN and/or laying a signature on the printed receipt. Entering PIN might be not required by payment on self-service terminals aiming payment of toll or parking fees;

93.3. upon use of the Card at contactless terminals (designated with the acceptance indicator for contactless payments), introducing a PIN and/or laying a signature may not be required.

94. Upon payment under Item 91.2, Item 91.4, Item 91.5 and 91.10, it is necessary that the Cardholder provide a name, Card number, term of validity and the last three italicised digits written down on the panel at the back of the Card (CVV2, CVC2). If the payment is performed at a merchant's website included in 3-D Secure programmes, the Cardholder confirms the operation in accordance with the requirement for Strong Customer Authentication (one-time password, biometrical data or another). In case the Cardholder gives permission for payments initiated by or through the merchant (receiver), Strong Customer Authentication is performed. In case the payment is performed on a web site or in a mobile application where the Cardholder had registered the Card in advance and the respective merchant participates in the International Card Organizations' programmes for automatic card data update, it will not be necessary the Cardholder to register the Card again when it is renewed/reissued in order to keep performing transactions.

95. The Cardholder shall be obliged to keep in secret the number of his/her Card as well as CVV2/ CVC2 and the codes/ways for confirmation of online payments, in accordance with the terms and conditions of Section VIII.4 below.

96. For operations under Item 91.4 payments are made according to the rules of the online payments system operator or the mobile application. The Bank is not a party to the legal relationship between the Cardholder and the operator of the online payments system.

### VIII.3. CONTACTLESS PAYMENT

97. Contactless payment is performed by approaching the Card at a distance of 1-2 cm from a location on the POS/ATM terminal device, which is designated



with the special sign for contactless payment. The card is not placed in the terminal device. After entering the sum at the terminal, the Cardholder approaches and retains the Card next to the designated location a confirmation for successful payment via a sound and light signal is received.

98. Transactions under Item 91.1 can be performed in a contactless manner on terminal devices, which provide an opportunity for contactless payment in Bulgaria and abroad. These payments can be performed without PIN entry confirmation. The maximum amount for which no PIN shall be required shall be determined individually for each country by the international card organizations, but it is no higher than 50 euro or equivalent in local currency. The information about the amount valid for Bulgaria can be found on the official website of the Bank - www.ubb.bg. PIN entry may not be required for contactless payments at a self-service terminal to pay a transport fare or a parking fee. Entering a PIN is required after five consecutive contactless payments or when the cumulative amount of previous contactless payments exceeds EUR 150 (or equivalent in local currency). For security reasons, it is possible to request PIN entry confirmation for contactless payments under a country-specific amount. Contactless operations with the Card could be also performed using a digital wallet and the confirmation of these operations is according to the respective wallet's rules and conditions that the Cardholder gets acquainted and agrees with.

99. When signing the Contract, the Cardholder confirms that he/she is familiar and agrees with the type of payment, the methods of requesting and executing the transactions performed by the Card, agrees that the Bank will perform each requested contactless payment by crediting the Account with the requested amount, and transfers it to the account of the payment's beneficiary, even if funds in the Account are insufficient. Where funds prove to be insufficient upon the accounting processing of contactless payment, a non-permitted overdraft shall be formed in the Account in the manner described in Item 318 below.

### VIII.4. SECURE ONLINE PAYMENTS (3-D Secure)

100. With a view to ensure additional security for Cardholders when executing online payments, the Bank shall register all issued Cards for the service Secure online Payments (3-D Secure).

101. Upon each payment on seller's websites participating in the 3-D Secure programmes, the Cardholder confirms the operation and confirmations can be made by entering a specially generated one-time password, use of biometric data or other.

102. When executing payments on merchant websites, the Bank does not apply strong customer authentication of the Cardholder in the following cases:

102.1. The individual amount of the transaction does not exceed EUR 30 (or the equivalent in local currency) and the cumulative amount of previous transactions without applying a strong customer authentication does not exceed EUR 100 (or the equivalent in local currency) or the number of previous transactions without applying a strong customer authentication does not exceed five consecutive operations.

102.2. The Cardholder has registered for recurring transactions of the same amount and the same payee (type of subscription or by creating a profile for a particular trader).

102.3. Transaction identified as posing a low level of risk according to the Bank's transaction monitoring mechanisms.

103. The Bank is not held liable and the losses suffered shall be at the expense of the Cardholder in case of improper use of the Card on the Internet upon third parties' learning the code/way.

104. The Bank shall not be held liable for the Cardholder's failure to receive the confirmation code when abroad, upon incapacity to deliver the notification from the relevant suppliers of mobile communications.

105. The Bank shall not be held responsible for a mobile phone number which has been wrongfully submitted by the Cardholder.

106. The Bank shall not be a party in disputes on the payment conditions, delivery, price, warranty, insurances, etc. which the Cardholder arranges directly with the seller.

### VIII.5. NOTIFICATION

107. The Bank shall provide the Cardholder requesting the service Notification, information through text messages or e-mails (notifications) for which the Cardholder owes a fee in accordance with the Tariff of the Bank.

108. The Cardholder can request at any point in time a change of details, deactivation or suspension of the service Notification.

109. The Notification service provides an opportunity for receiving the following types of notifications:

109.1. for each transaction performed with the Card authorised online at an ATM/POS terminal. An online transaction is any card transaction, which gains

real-time approval from the Bank in its role of a Card issuer and within the meaning of Ordinance No. 3 of BNB on the Terms and Procedure for Opening of Payment Account, for the Execution of Payment Transactions and Use of Payment Instruments;

109.2. change of Card status (activation, blocking);

109.3. others.

110. The notification under Item 109.1 contains the following information: date and time of transaction, amount and currency of the transaction, name or address of a merchant owning the ATM/POS terminal, name of a Card, available Card balance after the transaction.

111. For off-line transactions (where no real-time approval by the Bank is required), no notifications are sent and they are reflected in the Account statement.

112. Notification service is offered for the main and additional Cards, where for the main Card all notifications in accordance with Item 109 are sent and for the additional ones – only the notifications in accordance with Item 109.1 The Cardholder receives the notifications for the main and all additional cards and the Additional cardholder receives only for the transactions performed with the Additional card.

113. The Bank shall not guarantee and shall not be held responsible where the supplier of mobile communications/Internet services does not ensure the receipt or upon untimely receipt of the notifications where the failure to receive or untimely receipt are due to circumstances beyond the control of the Bank: problems with the transmission communication environment of the relevant suppliers of mobile communications/Internet services, force majeure, etc.

114. The Bank shall not guarantee and shall not be held responsible where the supplier of mobile communications/Internet services does not ensure the receipt of notifications or if they are received late.

115. The Bank shall not be held responsible for mobile phone numbers and e-mail addresses, which were wrongfully submitted by the Cardholder.

116. Upon failure to perform the service Notification or if performed with poor quality, irrespective of the reason for this, the responsibility of the Bank shall be limited to the size of the fee obtained for the relevant service.

### VIII.6. ADDITIONAL CARD

117. The Bank shall issue, upon Cardholder's request, an Additional card(s) to a private individual aged above 14, in addition to his/her main Card. Upon the issue of an Additional card, the same is served by the Account of the main Card. The issuance and the use of the Additional cards are entirely at the risk and responsibility of the Cardholder to whom the main Card is issued.

118. The Additional card is obtained by the Additional cardholder upon acceptance of these General Terms and Conditions.

119. The Cardholder shall specify operational limits for the Additional card.

120. The main Cardholder shall assume the responsibility for all actions performed with the Additional card. All transactions and transaction fees related to Additional card shall be at the expense of the main Cardholder.

121. With the Additional card(s), all transactions specified in Item 91 can be performed.

122. All other conditions underlying Section VIII of these General Terms and Conditions shall be valid for the Additional card as well.

123. Only the main Cardholder shall be entitled to change the operational limits of the Additional cards.

124. The Additional cardholder can activate the Additional card owned by him/her, only where a card is blocked because of three wrong entries of a PIN.

125. The main Cardholder shall be entitled to block the Additional card without the consent of the Additional cardholder.

126. The Additional card shall be deactivated automatically upon termination of the Application-contract concluded with the main Cardholder.

### VIII.7. BLOCKING. ACTIVATION. DEACTIVATION

127. Activation is bringing the Card into status "active". An active card is the card with which the Cardholder can perform transactions (payment and non-payment) on ATM, POS and other devices.

128. The card is blocked within the necessary technical term for processing on the grounds of:

128.1. a notification by phone about a card which has been lost, stolen, forgotten/retained at an ATM, withdrawn or used in any other wrongful way;

128.2. a written statement submitted by the Cardholder or a third party;

128.3. consecutive entry of three wrong PINs;

128.4. failure to observe these General Terms and Conditions by the Cardholder;

128.5. written notification obtained by the Bank for an attachment imposed on the accounts of the Cardholder;

128.6. Card security;

128.7. use of the Card for fraudulent purposes;

128.8. in case of doubt for wrongful use of the Card.

129. The Card is activated in the technical term necessary for processing on the

grounds of a written statement by the Cardholder for the activation of a Card blocked:

- 129.1. due to consecutive entry of three wrong PINs;
- 129.2. at the request of the Cardholder.
- 130. The card is internally activated by the Bank within the necessary technical term for processing on the grounds of:
  - 130.1. original submission of a Card of a Cardholder;
  - 130.2. receipt of a notification for discontinuation of an imposed attachment in the legally prescribed manner;
  - 130.3. upon dropping the sanction for failure to observe these General Terms and Conditions by the Cardholder.
- 131. The Card is deactivated within the necessary technical term for processing on any of the following grounds:
  - 131.1. termination of the effect of the Application and Contract;
  - 131.2. a Card which was not received by the Cardholder within six months after its issuance;
  - 131.3. issuance of a new Card replacing the outgoing Card upon the expiry of its term of validity (renewal);
  - 131.4. return of a new Card with wrongfully printed details or such which is technically defunct.
- 132. A deactivated Card cannot be re-activated and should be destroyed.
- 133. A re-issued/renewed Card is obtained upon return of the old one.
- 134. Re-issue/renewal of the Card is performed:
  - 134.1. internally by the Bank upon expiry of the term of validity of the old one (renewal);
  - 134.2. after the submission of a written statement and for the following reasons: lost or stolen Card, return of a new Card with printed wrong details or technically defunct/illegible, other reason specified by the Client (re-issuance);
  - 134.3. internally by the Bank in case of doubt of wrongful use of the Card (re-issuance).
- 135. The Bank shall not renew the Card for a new term of validity in the following instances:
  - 135.1. no card transactions have been performed for more than six months prior to the month of renewal;
  - 135.2. default on the obligations of the Cardholder under VIII.9. RIGHTS AND OBLIGATIONS OF THE CARDHOLDER and VIII.10. RESPONSIBILITIES from these General Terms and Conditions;
  - 135.3. upon failure to renew the Card for a new term of validity, the Contract shall remain in force concerning the Account. Where the Client again declares the issuance of a payment instrument, he/she owes a fee in accordance with the Tariff.

136. Upon notification of the Bank about blockage of the Card, the Cardholder or a third party tells its full name, PIN and, if possible, the Card number. Notification shall be made to phones 070011717 (Vivacom) and 7171 (A1 and Telenor) during the office hours of the Bank as well as 24/7 at 02/9624 102.

137. The bank shall run a registry of all incoming notifications by entering a date, time and name of the notifying person.

138. The Cardholder or a third party shall be obliged to submit during the office hours of the Bank a written statement for Card blockage, within three working days from notification over the phone.

139. Where the Cardholder is abroad during the incident, he/she may contact the free phones for bank card emergencies specified at the URL addresses: [www.visa.com](http://www.visa.com), [www.mastercard.com](http://www.mastercard.com). It is recommended that the Cardholder call the local police for assistance and to get an incident report.

140. The bank reserves the right, at any time and without the obligation to point out a reason, to request, block and/or deactivate the Card. In these cases, the Bank notifies the Cardholder about the actions undertaken by phone and/or via an SMS/e-mail/another electronic message, by letter before the blockage/deactivation or immediately after that.

141. The Bank shall reserve the right to block access to the System at any point in time in case of doubt that the Account is being used for fraudulent purposes.

#### VIII.8. RIGHTS AND OBLIGATIONS OF THE BANK

142. To issue a Card in the name of the Cardholder under the terms and conditions of the Application and Contract and these General Terms and Conditions.

143. To offer the Cardholder discounts or other conditions defined as promotional or yet special conditions in accordance with the internal rules of the Bank, to various groups of clients or during a given period.

144. To not disclose the PIN about the Card or any other code to anyone, apart from the very Cardholder.

145. To timely block the Card upon receipt of a notification in accordance with Item 128 even in the cases where the Cardholder has acted intentionally and in gross negligence.

146. To internally credit the total amount of payments, withdrawals, interests

due, fees, commissions and other costs of the Bank related to the use of the Card, at the expense of the balance on the Account and if there are no sufficient funds – at the expense of an unauthorised overdraft on the Account.

147. To provide to the card organizations and card operators (BORICA, Visa/Mastercard and/or RPC\*) information about the balance on the Account and the size of the operational limits related to the use of the Card for which the Cardholder gives his/her irrevocable consent with the signing of the Application and Contract and these General Terms and Conditions.

\* RPC (Regional Processing Center, Bratislava) – card operator.

148. To account for the transactions, which the Cardholder has performed in the order of receipt of the requests, except for in cases of enforcement.

149. To correct technical omissions in the accountancy of transactions or wrongfully accounted transactions by debiting/crediting the Account for which the Cardholder gives his/her irrevocable consent with the signing of the Application and Contract and these General Terms and Conditions.

150. To draft each month a Statement related to the use of the Card during the previous month.

151. To maintain within a 5-year term recorded information, which allows for tracking the transactions.

152. To familiarise the Cardholder with the type and size of the interest, fees and commissions due, in accordance with the acting Tariff of the Bank and in accordance with the rules of the card organizations.

153. The Bank is entitled to internally and with no notification to the Cardholder to close the Account upon termination of the Application and Contract on the grounds of Item 86, second sentence and Item 87, second sentence of these General Terms and Conditions.

#### VIII.9. RIGHTS AND OBLIGATIONS OF THE CARDHOLDER

154. To use the Card only personally, in accordance with these General Terms and Conditions and to keep it with the care of a good merchant.

155. To use the Card in the agreed manner and goals, without contravening the acting Bulgarian legislation, including via purchases and payments banned by it.

156. To receive the issued/re-issued/renewed Card not later than six months from the date of signing the Application and Contract/Re-issuance/Renewal of the Card. Conclusion of an Application-contract and receipt of the card's PIN code shall be made by the Cardholder, respectively by the Additional Cardholder only in person. The Bank may accept at its own discretion the conclusion of an Application- contract and respectively deliver the Card and PIN code to a proxy, as the latter shall have to be empowered with an explicit Power of Attorney, attested by a Bulgarian notary public or at a Bulgarian diplomatic or consulate office abroad and presented at the Bank for the first time within a period not longer than 5 (five) years of its attestation date. The Power of Attorney shall have to be provided by the proxy in original, together with a valid identity document, indicated in the Power of Attorney. The Bank shall be entitled to refuse acceptance of a Power of Attorney, if by its judgement the scope of the authorized person's representative powers has not been defined in a clear and unambiguous manner and/or upon doubts as to the Power of Attorney's regularity and/or upon availability of other circumstances at the Bank's discretion. Upon delivery of the Card and/or PIN code by the Bank to a proxy, the Cardholder shall bear all risks, associated with their non-receipt through the proxy's fault, as well as the eventual execution of transactions with the payment card by the proxy or by a third person.

157. To keep in secret both its PIN and the codes under section VIII.4 above and to take all the necessary measures to prevent third parties from getting to know it.

158. To not record their PIN, the codes under section VIII.4 above, other similar codes or authenticating information in a manner, which allows them to be known by another person, including on the Card or any other item borne along with the Card.

159. To execute Card transactions specified in Item 91, if there are sufficient funds on the Account, which are above the minimum non-reducible remainder but not more than the operational limits approved by the Bank.

160. To change the Card's parameters and operational limits by filing a statement with the Bank.

161. To secure sufficient funds in the Account to be able to accurately and timely cover the liabilities occurring in relation to transactions performed and the related interest, fees and commissions, in accordance with the currently acting Tariff of the Bank.

162. To pay the transaction amounts, interest, fees and commissions, in accordance with the currently acting Tariff of the Bank, by giving his/her irrevocable consent for them to be internally collected at the expense of the funds in the Account and if the funds are insufficient, at the expense of unauthorised overdraft in the Account.

163. To obtain Card statements and notify the Bank, without any undue delay, about unauthorized or inaccurately performed operations, on the conditions of Item 177 and 178 hereunder.

164. The Cardholder gives its irrevocable and unconditional consent for the

Bank to internally collect its receivables ensuing from and with regard to the Contract from all its accounts at the Bank and/or to deduct its receivables from any funds held by the Cardholder in it.

165. Where the collection of receivables in accordance with Item 164 is performed by accounts in a currency other than the Card's currency, exchange shall be performed using the relevant exchange rate of the Bank for the day of the collection, where the exchange rate fluctuations shall be at the expense of the Cardholder.

166. To immediately notify the Bank about:

166.1. the destruction, loss, theft, seizure in any other way, falsification or use in any other improper manner of the Card, as well as finding out the PIN from a third party;

166.2. performing a transaction which is not approved by the Cardholder;

166.3. a mistake encountered upon reflecting the transactions with the Card from the Bank.

167. To request re-issuance in case of a loss or theft of the Card by filing a statement and submitting it to the Bank.

168. To notify the Bank in writing within a one-month term prior to the expiry of the term of the Card's validity where he/she does not wish that its card be renewed for a new period.

#### VIII.10. RESPONSIBILITIES

169. In case of an outstanding transaction, the Bank recovers the Cardholder the value of the unauthorised payment transaction and, where necessary, it restores the Cardholder's Account to the condition in which it would have been prior to the execution of a transaction, immediately and in any case no later than the end of the next business day following the receipt of the notification from the Bank, unless the Bank has reasonable suspicion of fraud, for which the Bank shall notify the relevant competent authorities thereof. The value date for crediting the Cardholder's payment Account is no later than the date on which the Account was debited with the amount of the unauthorized payment.

169.1. The provision of Item 169 shall not apply and the Cardholder shall weather the losses related to the unauthorised transactions ensuing from the use of a lost, stolen or illegitimately acquired card for BGN 100.

169.2. The Cardholder shall weather all losses, irrespective of their size, related to unauthorised transactions if he/she has caused them through fraud or the default on one or more of his/her obligations under Article 75 of the Payment Services and Payment Systems Act (PSPSA), intentionally or due to gross negligence.

170. In order to assess whether the Cardholder failed to fulfill his/her obligations under Article 75 of the PSPSA due to gross negligence, all facts relevant to the respective transactions shall be taken into account, including, but not limited to, whether the Cardholder:

170.1. has stored the Card along with a document containing a PIN written down on it;

170.2. has told the PIN and/or codes pursuant to Section VIII.4 above to a third person, including to a family member or relative;

170.3. has given the Card for use by a third person or has agreed or allowed for the Card to be used by a third person;

171. Upon notification in the manner specified in Article 75(2) of the PSPSA, the Cardholder shall not suffer any property damages ensuing from the use of a lost, stolen or illegitimately acquired Card, except for in the cases where the Cardholder has acted in a fraudulent manner.

172. Upon receipt of the Card, all consequences from actions performed with the Card, as well as all consequences from transactions performed by telling the information about the Card shall be at the expense of the Cardholder.

173. The Cardholder shall face penal and/or civil liability in court in the following cases:

173.1. in case of fraud and wrongful use of the Card;

173.2. if the obligations concerning protection of the Card, PIN, codes under Section VIII.4 above, intentionally or due to gross negligence are violated;

173.3. upon use of a Card with expired term of validity, blocked, deactivated or falsified.

174. The Bank shall not be held liable if the written statement submitted by a third party or a notification by phone about the loss, theft, revocation or use of the Card in any other wrongful manner has wrong contents and the Bank has undertaken the necessary measures related to the blockage of the Card. The Bank is not held responsible for damages, losses or forgone benefits, which could ensue from that.

175. The Bank is not held responsible if a merchant or commercial organisation refuses to accept a payment with the Card for any reason as well as if a payment initiated by the Cardholder cannot be performed with the Card for technical, communication or any other reasons, which are beyond the control of the Bank.

176. The Bank is not held responsible for transactions for which the payment is performed with a Card. This refers to all possible and admissible claims on paid

goods or services as well as other disputes, which are directly settled with the affected counterparty.

#### VIII.11. DISPUTE RESOLUTION

177. The Cardholder shall object before the Bank to unauthorised and inaccurately performed transactions which feature in the Statement with no undue delay but not later than 13 months from the date of crediting his/her Account. Upon refusal by the Bank or if the decision is not satisfactory, the Cardholder can claim return of the sums from unauthorised or inaccurately performed transactions before the Reconciliation Commission under Item 185 below, before another reconciliation institution, court or arbitration within the scope of the common legal limitation periods. It is believed that the Cardholder has learned about the unauthorised or inaccurately executed transactions at latest with the receipt of the monthly statement under Item 78 and/or in case, he/she is informed with an SMS or in any other manner by the Bank. The Cardholder should file an objection in writing in an office of the Bank. For any unfounded claims on transactions, the Cardholder shall pay a fee in accordance with the acting Tariff of the Bank.

178. The Cardholder has right to request from the Bank, within 56 days from the date when the Account has been debited, refund of the total amount of already performed and accepted payment operation if it has been initiated by or through a merchant (receiver) and the following conditions are present:

- a. In the moment of the payment authorization the exact amount is not displayed;
- b. The amount of the payment operation exceeds the expected by the Cardholder amount according to their previous expenses for similar operations, and other specific for the case conditions.

179. The review of incoming objections shall be made in accordance with the rules of the card organizations and the provisions of the acting Bulgarian legislation.

180. Upon review of incoming objections by a Cardholder, the Bank is entitled to request and should receive within 5 working days additional documents and information, which are necessary for certification of the objection before the counterparty Bank. After the expiry of this term, the Bank may terminate the review of the objection.

181. The Bank shall pronounce with a written decision on the incoming objection within the term laid down in the PSPSA.

182. If evidence certifying the unfounded nature of the objection is received, the Bank internally debits the Account of the Cardholder with the sum recovered by it over the objection. By signing the Contract and these General Terms and Conditions, the Cardholder gives its unconditional consent for debiting the Account in these cases.

183. At the request of the Cardholder, the Bank initiates arbitration proceedings before the card organizations for resolving a disputed payment, where all fees and commissions shall be at the expense of the Cardholder.

184. The Bank notifies the Cardholder about all actions undertaken which would bring about an obligation for payment of additional fees and commissions by the Cardholder.

185. Where the decision does not satisfy the Cardholder, the dispute may be referred to the Reconciliation Commission for payment disputes, in accordance with the provisions of the PSPSA and the Rules of Procedure for the Activity of the Reconciliation Commission for Payment Disputes.

186. The Reconciliation Commission shall review objections, which have not been referred for resolution to a court, arbitration court or any other reconciliation institution if no agreement has been reached with the other party.

187. The recordings of all operations made with a payment card are accounting documents within the meaning of the Accountancy Act and are deemed true until proof to the contrary.

#### VIII.12. TERM OF THE CONTRACT FOR A DEBIT CARD. TERMINATION.

188. The term of the Debit Card Contract is three years. The term shall be renewed automatically for a new period, if any of the parties has not terminated it unilaterally.

189. Upon failure to renew the Card for a new term of validity, the Contract shall remain in force concerning the Account.

190. The Contract is terminated by the Cardholder:

a. upon one-month written notice for refusal to renew the Card and provided that the Cardholder has cleared all its obligations to the Bank;

b. upon one-month written notice at any point in time of the Contract's effect and provided that the Cardholder has cleared all its liabilities before the Bank.

191. The Cardholder shall be responsible for all transactions performed with the Card after the date of the notice for Contract termination.

192. The Bank shall be entitled to unilaterally terminate the Contract, without a notice, in the following cases:

a. upon default of the Cardholder on any obligation and/or responsibility under these General Terms and Conditions;



b. if the Cardholder has not received the Card upon expiry of a six-month term from the conclusion of the Contract or the re-issuance/renewal of the Card.

193. The Bank is entitled to unilaterally terminate the Contract with a two month written notice.

194. By terminating the Contract, the right of the Cardholder for the use of the Card shall be terminated (the Card is deactivated), all receivables of the Bank under the Contract become callable.

195. The closure of the Account by the Cardholder and the use of the funds in the Account, if any, are allowed after the notice expiration and in case the prerequisites from Item 190 above are present.

196. The termination of the Contract does not relieve the Cardholder of the obligation to clear all its liabilities to the Bank related to the use of the Card.

197. If the Bank terminates the Contract, the Cardholder shall not owe fees and commissions for the termination.

#### **IX. KBC ONLINE BULGARIA**

198. These General Terms and Conditions govern the relations between United Bulgarian Bank AD hereinafter referred to as the Bank and the Client – private individual, account or products holder with access to KBC Online Bulgaria and ONLINE User – private individual, authorized to inspect the balance - passive access and/or to inspect the balance and to sign and send requests for payment transactions, forms and requests - active access.

199. The services offered via an e-channel for access by the Bank are the Online Banking product access to which is exercised via the website of the service <https://online.kbcbank.bg/> or through a specialised application for mobile devices KBC Mobile Bulgaria both called for brevity as KBC Online Bulgaria.

200. KBC Online Bulgaria offers the following opportunities to the Client:

200.1. Receipt of up-to-date information about the balance of an account(s);

200.2. Receipt of information about account(s) activity;

200.3. Information about foreign currency exchange rates.

201. E-channel for access – banking via a website of the service offers the following possibilities:

201.1. For users with passive and active access:

201.1.1. Receipt of up-to-date information about the balance of an account(s);

201.1.2. Receipt of information about account(s) activity;

201.1.3. Information about bank card balances and activities;

201.1.4. Information about deposits;

201.1.5. Information about loans;

201.1.6. Information about foreign currency exchange rates;

201.1.7. Information about contractual funds;

201.1.8. Access to statements for accounts and products

201.1.9. Creation and review of e-requests for banking products and services:

201.1.10. Changing the username and password for access to the system;

201.1.11. Reference about the time of use of the system by the relevant ONLINE user;

201.1.12. Mailbox;

201.1.13. Shortcuts to any of the functionalities;

201.1.14. Customisation of the user view.

201.2. For users with active access:

201.2.1. Ordering internal bank and inter-bank transfers and requests for direct debit in local currency;

201.2.2. Ordering wire transfers in a foreign currency;

201.2.3. Completing e-forms and requests for deposits and sending additional documents required for a specific type of wire transfers;

201.2.4. Exchange of foreign currency between accounts of the Client at the Bank;

201.2.5. Generation of an automatic payment request for e-invoices where the user uses the service E-Invoice of Bankservice AD;

201.2.6. Signing and sending requests for payment transactions upon active access in KBC Online Bulgaria;

201.2.7. Creating, activating and deleting of payment orders for regular transfers.

201.2.8. Signing and sending e-requests for banking products and services:

201.2.9. Closure of deposits;

201.2.10. Regardless of the number of payment transactions entered for execution by the Client in functionality grouped order of the "Packet transfer in euros to EEA" banks apply the payment rules and restrictions that the Client has declared for the type of grouped payment;

201.2.11. Submitting electronic applications for a loan product and signing bank loan agreements by marking a "check box" and/or by entering a one-time unique code.

201.3. Bill payments for user with active or passive access:

201.3.1. Single payments

201.3.2. Subscription for executing bill payments

- with confirmation of each payment

- automatically

201.3.3. Changing and deleting a subscription for bill payments

202. The e-channel for access – banking through a custom application for mobile devices (smartphones, tablets, etc.) – KBC Mobile Bulgaria offers the following possibilities:

202.1. For users with passive and active access:

202.1.1. Receipt of up-to-date information about the balance of an account(s);

202.1.2. Receipt of information about account(s) activity;

202.1.3. Information about bank card balances and activities;

202.1.4. Information on deposits;

202.1.5. Information on loans;

202.1.6. Other information services about the banking products used and services, news, etc.

202.2. For users with active access:

202.2.1. Ordering internal bank and inter-bank transfers and requests for direct debit in local currency;

202.2.2. Ordering wire transfers in a foreign currency;

202.2.3. Exchange of foreign currency between accounts of the Client at the Bank;

202.2.4. Signing and sending requests for payment transactions upon active access in KBC Online Bulgaria.

202.2.5. Submitting electronic applications for a loan product and signing bank loan agreements by marking a "check box" and / or by entering a one-time unique code.

202.3. Bill payments for user with active or passive access:

202.3.1. Single payments

202.3.2. Subscription for executing bill payments

- with confirmation of each payment

- automatically

202.3.3. Changing and deleting a subscription for bill payments

203. Active transactions at KBC Online Bulgaria, under Item 201.2. and Item 202.2. shall be performed after strong customer authentication of the customer through the following means of identification and authorization:

203.1. Username and password in combination with one-off authorisation code with temporary term of validity sent by the Bank via an SMS to a mobile phone number provided by the Client for authorization of transactions (for operations with a single amount up to BGN 20,000 or a foreign currency equivalent (calculated by fixing)).

203.2. Username and password in combination with one-off authorisation code generated by a specialised mobile application "KBC Token" - a software token (referred as "token") - without limitation on the amount of operations.

204. the Bank does not perform payment transactions at KBC Online Bulgaria upon default of the ONLINE user on the authorisation terms and conditions;

205. When ordering transfers between the personal accounts of Clients who are private individuals registered in KBC Online Bulgaria, the Bank does not require authorisation with any of the above-mentioned means.

206. The Bank is entitled to increase or limit the scope of the service of KBC Online Bulgaria, including changing the technical procedure concerning the performance of the services via e-channels for access. These actions of the Bank are based on changes in the requirements of the acting legislation, security reasons or improvements in the relevant product.

#### **IX. 1. REGISTRATION FOR USE OF KBC ONLINE BULGARIA**

207. To use the services of KBC Online Bulgaria, the Client completes an Application and Contract or any other Request for registration whose contents and form are determined by the Bank. If the registration for the service is done electronically, the customer receives the following rights: information for accounts and products, transfer between own accounts and bill payments.

208. By submitting the request in accordance with Item 207 in an office of the Bank or electronically on <https://online.kbcbank.bg/> or the custom application for mobile devices (smartphones, tablets, etc.), the Client declares that he/she is familiar and accepts these General Terms and Conditions. The Client shall oblige to familiarise the ONLINE User with these General Terms and Conditions.

209. The contractual relations between the Bank and the Client concerning the use of KBC Online Bulgaria shall enter into force upon signing a request for registration for the service by the Client, provision of access rights to the ONLINE User and once the ONLINE User obtains a username and a password (in a sealed envelope) or after completing the registration on <https://online.kbcbank.bg/> or the custom application for mobile devices (smartphones, tablets, etc.). Relations between the parties shall be governed by these General Terms and Conditions, the concrete conditions specified by the Client in the request for registration, the acting Tariff and the General Terms and Conditions for business activity of the



Bank, as well as the User Guidelines published at the website of the Bank: [www.ubb.bg](http://www.ubb.bg) и <https://online.kcbank.bg>.

210. The ONLINE User gets access to KBC Online Bulgaria one working day from receipt of his/her username and password in an office of the Bank. The ONLINE user receives an SMS notification on the telephone number from the Application when the PIN-envelope for access to KBC Online Bulgaria is active.

211. The Bank provides a username and password for access personally to each ONLINE User in an office of the Bank. If the registration is done online, the customer chooses his own username and password at the moment of registration.

212. If the Client has requested the use of active services at KBC Online Bulgaria in advance, the Client is able to choose the manner in which the ONLINE User will authorise the requests made in accordance with Item 201.2. and Item 202.2., by specifying this in the request for registration for the service and provision of bank services.

213. If the one-off code sent by the Bank via an SMS is selected as the method of authorisation of active transactions, the Client must specify in the Request for Use a mobile phone number. The ONLINE User will receive to the said mobile phone number a single code for confirmation of a wire transfer or e-request that contains details of the operation.

The Bank shall not be responsible when the ONLINE User fails to receive the SMS sent due to Client's lack of contractual relations with the mobile operator and/or for technical reasons related to the mobile operator or technical means of the ONLINE User (e.g. lack of coverage, roaming, turned-off phone, etc.) or if the ONLINE User has changed his/her phone number without notifying the Bank, as well as in case of a loss or theft.

214. If the software token is selected as the method of authorisation of active transactions, the ONLINE User has to download the specialized mobile application "KBC Token" from the official app distribution platforms (Google Play, App Store or AppGallery).

215. The token and the one-off code sent by the Bank via an SMS shall serve for authorisation only in the system of KBC Online Bulgaria and cannot be used for any other purposes.

## IX.2. USE OF E-SERVICES

216. The access to KBC Online Bulgaria shall be made on the internet address <https://online.kcbank.bg>, the official website of United Bulgarian Bank AD, [www.ubb.bg](http://www.ubb.bg) or via custom application for mobile devices – KBC Mobile Bulgaria according to the Security Instructions published by the Bank.

217. The Bank shall have the right to require additional verification for the sign in of the ONLINE user through one-time password, sent by the Bank via SMS to the user's mobile number for contact, specified in the request for KBC Online Bulgaria.

218. The ONLINE user has the right to choose a quick access to the specialised application for mobile devices once the user is identified with username and password for KBC Online Bulgaria. The enabling of the quick access to the mobile application is done according to the published Security Instructions. The quick access to the mobile application does not cancel or change the username and password of the ONLINE User.

219. All actions performed on behalf of the Client after the successful identification of the ONLINE User by entry of a username and password and/or authorisation with a token, one-off code sent by the Bank via SMS are validly signed written statements binding the Client. Identification with a user name and password, token, one-off code sent by the Bank via an SMS has the effect of an electronic signature within the meaning of the Electronic Document and Electronic Signature Act and has the effect of a legally valid signature within the meaning of Article 8 of the Accountancy Act.

220. The Bank's execution of wire transfers in a local and foreign currency, transfers between local and foreign persons, payment of remuneration and other active transactions ordered by the ONLINE User via KBC Online Bulgaria is performed in compliance with the requirements of the acting regulations and those for their application.

221. The Bank requires the provision of the necessary documents in electronic or hard copy, in accordance with the requirements of the acting legislation and the General Terms and Conditions of Business Activity of the Bank currently in force.

222. The payment requests received via KBC Online Bulgaria requested by the ONLINE User are processed in the regular term of the Bank determined in the acting Tariff of the Bank, in accordance with the legally established terms.

223. The Bank may require additional confirmation of an electronic payment order by contacting the ONLINE user, even when the order is signed by means of authorization. The mobile number for contact provided in the request for KBC Online Bulgaria is used for this purpose. The Bank reserves the right to delay or deny the execution of electronic payment order in case:

- The Bank could not reach the ONLINE User

- There is doubt about the authenticity of the ONLINE User

224. Where a deposit whose request for opening is sent via KBC Online Bulgaria is an off day or where the deposit was made after 5 pm on a working day, the next working day will be considered as the date of opening the deposit.

225. All debit and credit records in the Client's accounts will be regarded as final after the end of the accounting day.

226. The Bank will reserve the right to request from the Client additional information and/or Declaration in accordance with Article 66(2) another applicable provisions of the Measures Against Money Laundering Act, with reference to the execution of a specific transaction. In case of refusal by the Client to fill in such a declaration, the Bank will notify the Financial Intelligence Division at the National Security State Agency in writing, in accordance with the provisions of Article 72 of the Measures Against Money Laundering Act.

227. The ONLINE user has access to electronic statements in KBC Online Bulgaria. The statements are stored at the system up to 18 months after their issuing.

228. In case the ONLINE User would like to have access to the statements for longer period the user should archive their statements on hardware storage device for the current year.

229. The Bank has the right to impose restrictions for transactions via KBC Online Bulgaria, which ensue from the requirements of the acting legislation, internal rules of the Bank, these General Terms and Conditions and the maintenance of the necessary system security.

230. The Bank has the right to temporarily or permanently add a new service or block existing services performed in KBC Online Bulgaria without a notice.

## IX.3. USING OF SOFTWARE TOKEN

231. Based on a written request by the Client, the Bank offers the ONLINE User a specialized mobile application "KBC Token" - a software token (collectively referred as "token"). The token is an authorisation means when performing active transactions, in particular when signing and/or sending requests by the ONLINE User to the Bank on behalf and at the expense of the Client.

Software Token operates in two modes: Offline - by generating one-off digital codes based on a scanned image from KBC Online Bulgaria; Online mode - to validate orders on an active Internet connection using notifications sent to the mobile device.

232. Upon receipt of the token, the ONLINE User bears joint responsibility with the Client for the consequences of all actions performed with it.

233. The ONLINE User shall face penal and/or civil liability in court in the following cases:

233.1. In case of fraud and wrongful use of the token;

233.2. Upon violation of the obligations for protecting the token and the PIN.

234. The Bank shall not be held liable in case of a transaction with a token which is lost, stolen, revoked or used in any other wrongful manner, in combination with a properly entered PIN.

235. The Bank shall not be held liable if the written statement submitted by a third party or a notification about the loss, theft, revocation, falsification or use of the token in any other wrongful manner has wrong contents or has been falsified, and the Bank has undertaken the necessary measures related to the blockage of the token.

236. The ONLINE User is obliged to store the token and to use it only personally, with the care of a good merchant and in compliance with the conditions for its activation and use, including the instruction for using the token appended to these General Terms and Conditions.

## IX.4. Bill payments in KBC Online Bulgaria

237. The Bank offers to its customers the possibility for payments – single or periodic - of bills to utility providers for payments of pending utility bills through KBC Online Bulgaria. "Utility bill" means a monetary payment for used utility services to the provider of that service (for example water, electricity, heating, gas, Internet, telecommunications, TV, etc. with the exception of insurance premium to "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD under Chapter IX.6 of these General Terms and Conditions), which the ONLINE user has chosen to pay in KBC Online Bulgaria.

In order to provide the service for bill payments, the Bank has concluded a contract with an intermediary, with which the utility service providers have established relations. The Bank receives from the intermediary information for the exact amount of the bill and the deadline for the payment.

The Bank is not a party in the contract for the utility service between the user and the provider, respectively, the Bank is not liable: a) for the quality and actual provision of the utility service (unless the service is not provided due to not paid bill by the Bank's fault) or b) for whether the bill payment corresponds to the actually used utility service.

238. The functionality for bill payments is available only for the ONLINE User who is also the account holder, of which the bill payment is initiated.

239. The functionality for bill payments is available for the ONLINE User only if he has opened a current account or an account with debit card in BGN or in EUR.

240. ONLINE user has possibility to create and manage a list of trusted beneficiaries by adding subscriptions for periodic payments of bills to utility providers. The Bank applies the procedure of strong customer authentication for every new created subscription for utility payment. For bill payments to providers which are added to the list of trusted beneficiaries the procedure of strong customer authentication will not be applied.

241. ONLINE User is able to edit the chosen settings in the existing subscriptions, except the initially entered client number. In case of need to change the client number, the User must delete the existing subscription and create a new one.

242. Creation of new subscription for periodic bill payment as well as every single bill payment is accomplished after strong customer authentication of the ONLINE User by the following methods of identification and authorization:

242.1. Username and password for access in combination with one-off authorisation code with temporary term of validity sent by the Bank via an SMS to a mobile phone number provided by Client for authorization of transactions. In case the ONLINE User has passive access, the authorisation code with temporary term of validity will be sent to a mobile phone number provided by Client for contact, in the Request for KBC Online Bulgaria service

242.2. Username and password for access in combination with one-off authorisation code generated by a specialized mobile application "KBC Token" - a software token

243. During the creation of a new subscription for periodic payment The ONLINE User has the option to choose one of the following methods for bill payment:

243.1. Automatic bill payments: the payments are executed automatically after the utility bill was generated by the provider of the utility service.

243.2. Automatic bill payments to a specified limit by the ONLINE User: bill payments to the specified amount are executed automatically, each payment above the specified limit should be confirmed by the ONLINE User

243.3. With confirmation of each payment by the ONLINE User

244. The bank daily checks the information system of the intermediary for existing unpaid bills. The check is made for the identification data (subscriber number, customer number, etc.) given by the ONLINE User at the subscription for the bill payment. The data must be sufficient for authenticating the user of the utility service information system of the intermediary. The intermediary provides the bank with the information about the existing bills, after which the payment can be made according to the chosen method in Item 243.

245. The Bank is not responsible for the completeness and reliability of the data from the information system of the intermediary considering the existence of the existing bill, its amount or payment period to the utility service provider. The payment periods of existing bills are defined in the contracts between the utility service provider and the respective customer. For information about these periods the customer should contact the provider of the service.

246. In the cases under Item 243.1., as well as in the case of automatic payment of accounts to the limit according to Item 243.2., the payment is made after the Bank has received information from the intermediary about the amount of the existing bill and the payment period.

247. The Bank makes payments up to the amount available on the bank account, from which the ONLINE User has ordered the payment of the bill. In case there is insufficient funds for the payment of the existing bill and for the Bank fee for this service, the transaction is rejected due to insufficient funds and a new bill payment is created, which requires confirmation from the ONLINE User until the deadline for the payment of the bill expires. In this case, if the bill remains unpaid, the Bank is not responsible for any losses of the ONLINE User or third parties.

248. The Bank does not execute partial payments of bills.

249. The Bank executes bill payments in order of their arrival from the suppliers.

250. After the account of the customer is debited with the amount of the bill payment, the Bank provides the intermediary with the information that the bill has been paid.

251. The Bank provides the opportunity of receiving e-mail notifications regarding the requested bills payments. Types of e-mail notifications:

251.1. Incoming bill payment which needs to be confirmed – when confirmation of each payment is chosen;

251.2. Successful payment – on a successfully made bill payment;

251.3. Failed payment – failure due to insufficient funds or other reason.

252. For the bill payments through KBC Online Bulgaria, the ONLINE User owes fees, in accordance of the active Tariff of the Bank, valid for the period during which the payment is made. By using bill payments, the customer gives his explicit consent to the Bank to collect the applicable fees for bill payments. The Bank collects a fee for each bill payment at the time of the transaction.

253. The Client is informed that in order to perform the bill payment

service, the Bank provides the intermediary with data identifying the user of the utility service to the respective provider, e.g. customer number / subscriber number or more.

254. Termination of subscriptions for bill payments:

254.1. The Customer may terminate the subscription for bill payments at any time through KBC Online Bulgaria

254.2. The Bank terminates the bill payment upon closure of the current account with which the subscription is made.

254.3. The Bank may delete the subscriptions for periodic bill payments for which:

– when checks in the information system of the intermediary for existing unpaid bills, no new bills have been received within 1 year after their creation;

– the new bills have not been paid within 1 year after their creation;

254.4. The Bank may terminate the bill payments unilaterally, with two months notice.

254.5. The Bank may terminate bill payments unilaterally, without notice, upon termination of the contract between the utility provider and the intermediary or upon termination of the contract between the Bank and the intermediary.

#### **IX.5. Regular Transfers in KBC Online Bulgaria**

255. KBC Online Bulgaria offers the possibility for the ONLINE User to create payment order for executing of regular transfers on a predefined frequency by the user.

256. The order for executing of regular transfers is a pre-signed standart form of a payment order that is executed on a predetermined by the ONLINE User frequency and date.

257. After creating the regular payment, the ONLINE User have to activate its execution via the chosen means of authorization for the ONLINE User. The Bank starts the execution of the regular transfer after it is activated by the user.

258. The Bank executes the payment orders for regular transfers in the order of their activation and up to the available amount of the bank account from which the ONLINE user has ordered the regular payment.

259. The Bank does not execute partial payments of bills.

260. The Bank executes the regular transfers in accordance with the terms of execution of payment services, appointed in the Tariff of the Bank.

261. For execution of regular payment via KBC Online Bulgaria, the ONLINE User owes fees, in accordance of the active Tariff of the Bank, valid for the period during which the payment is made. By activating of the regular transfers, the customer gives his explicit consent to the Bank to collect the applicable fees for the service. The Bank collects a fee for each regular transfer at the time of the transaction.

262. Termination of service:

262.1. ONLINE User may cancel the regular transfer only through KBC Online Bulgaria within 1 working day prior to the scheduled date of the regular transfer.

262.2. The Bank terminates the regular payment upon closure of the current account with which the regular payment is ordered.

262.3. The Bank may terminate the regular transfer unilaterally, with two months notice.

#### **IX.6. PAYMENTS OF INSURANCE PREMIUMS TO "UNIQA Life Insurance" AND "DZI Life Insurance" EAD THROUGH KBC ONLINE BULGARIA**

263. The Bank offers to its clients the possibility to make automatic payments related to the Client's obligations for payment of insurance premiums to "UNIQA Life Insurance" AD under insurance contracts (insurance policies) concluded through the insurance intermediation of United Bulgarian Bank AD. In order to provide this service, the Bank has concluded a contract with an intermediary, with which "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD have existing business relations. The Bank receives from the intermediary information for the exact amount due and the deadline for its payment.

264. The services for payment of insurance premiums is available only for the ONLINE User, who is also the holder of the account from which the payment of the insurance premium is initiated.

265. The Bank shall make payment of due amounts, after submission by the customer in an office of the bank of a "Registration for the service of household payments of insurance premiums through KBC Online Bulgaria".

266. The payment of the obligations shall be made automatically without confirmation of each particular payment depending on the frequency of payment of the premium, indicated in the insurance policy and in size, indicated in the insurance policy.

267. The processing of the liability shall be carried out daily, as the payment shall be made on the day when there is sufficient availability on the registered account for payment of the insurance premium.

268. The Bank does not execute partial payments of the liabilities of the Customer.

269. The Bank is not responsible for the completeness and reliability of the data from the information system of the intermediary considering the existence of the liability, its amount or payment period to "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD. The payment periods of insurance premiums are defined in the contracts between "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD and the respective Customer. For information about these periods, the Customer should contact "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD.

270. After the account of the Customer is debited with the amount of the insurance premium, the Bank provides the intermediary with information that the liability has been paid.

271. The Bank provides an opportunity to receive e-mail notification for successful payment in case of successfully paid insurance premium in connection with the service requested by the Client.

272. The Client is informed that in order to perform the service "Payments of insurance premiums to "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD through KBC Online Bulgaria", the Bank provides the intermediary with data identifying the user of the service to the "UNIQA Life Insurance" AD and "DZI Life Insurance" EAD.

273. For the use of the service "Payments of insurance premiums to "UNIQA Life Insurance" AD or "DZI Life Insurance" EAD through KBC Online Bulgaria" the user owes fees, in accordance of the active Tariff of the Bank, valid for the period during which the payment is made. By requesting the service "Payments of insurance premiums to "UNIQA Life Insurance" AD or "DZI Life Insurance" EAD through KBC Online Bulgaria", the Customer gives his/her explicit consent to the Bank to collect the applicable fees for the service. The bank collects fee for each payment at the time of the transaction.

274. Termination of the use of the service "Payments of insurance premiums to "UNIQA Life Insurance" AD or "DZI Life Insurance" EAD through KBC Online Bulgaria":

274.1. The Customer may terminate the use of the service at any time by submitting a written application to a bank office.

274.2. The Bank terminates the payment of insurance premiums upon closure of the current account with which the service has been requested.

274.3. The Bank may terminate the used service unilaterally, with two months notice.

274.4. The Bank may terminate the use of the service without notice, upon termination of the contract between "UNIQA Life Insurance" AD or "DZI Life Insurance" EAD and the intermediary or upon termination of the contract between the Bank and the intermediary.

#### **IX.7. OBLIGATIONS AND RESPONSIBILITIES**

275. The Client shall be responsible and is bound by all actions performed on its behalf, upon receipt of access of the ONLINE User to KBC Online Bulgaria based on a positive electronic identification and authorisation, in accordance with the Electronic Document and Electronic Signature Act.

276. The Client shall be obliged to secure access and to execute transactions in KBC Online Bulgaria only on his/her behalf and the ONLINE Users authorised for the purpose, in accordance with these General Terms and Conditions.

The ONLINE User shall be obliged to keep in secret his/her password, his/her personal identification number for access to the token as well as other means for electronic identification and authorisation provided by the Bank by taking all necessary measures for preventing third parties from knowing them; not to record the PIN, any other similar code or authentication information in a way which allows another person to get to know it, including on the token, mobile phone or any other item which he/she carries with them.

277. The Bank accepts the positive validation of the password and other means for electronic identification and authorisation provided to the ONLINE User as sufficient evidence about his/her identity. The Bank shall not be obliged to perform additional actions for certifying the identity of the ONLINE User.

278. The ONLINE User shall bear all losses, irrespective of their size, related to unauthorized payment transactions, if he/she has caused them through fraud or fails to fulfill one or more of his/her obligations under Article 75 of the PSPSA. In order to be assessed whether the ONLINE User failed to fulfil his/her obligations under Article 75 of the PSPSA due to gross negligence, all facts relevant to the respective transactions shall be considered, including but not limited to the following and whether it is available:

278.1. The acquisition of the password and other means for electronic identification and authorisation provided by the ONLINE User by a third party due to default on the Security Instructions of the Bank which are an inalienable part of these General Terms and Conditions;

278.2. Where an Internet payment unauthorised by him/her is performed from a PC located in the home of the ONLINE User, in the office where he works, or from any other device under its control;

278.3. Where an Internet payment unauthorised by him is authorised via a username and password, token, one-time code sent by the Bank via an SMS;

278.4. When the ONLINE User does not access KBC Online Bulgaria directly through <https://online.kbcbank.bg>, the official website of United Bulgarian Bank AD, [www.ubb.bg](http://www.ubb.bg) or via custom application for mobile devices – KBC Mobile Bulgaria.

279. In case a third party uses the password and other means of electronic identification and authorisation provided to the ONLINE User in an unauthorised manner, the Bank shall not be held responsible for Client losses resulting from the actions of a third party if the acquisition of the password and other means for electronic identification and authorisation provided to the ONLINE user by the third party and the relevant payments have taken place under the hypotheses of Item 278.

280. The users of the services who are not users within the meaning of PSPSA are wholly responsible for all transactions by unauthorised persons, as a result of unauthorised access.

281. The Bank shall not be held liable for claims on paid goods or services as well as in case of other disputes, which are directly settled with the affected counterparty.

282. The Bank shall not be held responsible for delay or default on a payment request as a result of or in connection with inaccuracies or errors in the filling out of the information, in case of force majeure, due to technical problems, lack of Internet connection, disturbances along the lines, etc., except for in the cases where the damages have occurred as a result of gross negligence on behalf of the Bank.

283. For use of KBC Online Bulgaria, the Client shall pay fees and commissions in accordance with the acting Tariff of the Bank.

284. By accepting these General Terms and Conditions, the Client shall give his/her unconditional and irrevocable consent and authorise the Bank to charge his/her account opened at the Bank with the sums of the fees and commissions owed by the Client.

285. The Client shall be obliged to secure in his/her account in the Bank sufficient funds, which are necessary to cover all, his/her requests, obligations to the Bank or third parties occurring as a result of the use of KBC Online Bulgaria. Where there the Client's payment account has no sufficient cash for executing the payment transaction, the Bank refuses to execute the payment request. The revoked payment request obtains status "Deleted" with which it will be deemed that the Bank has notified the Client that the payment request will not be executed.

#### **IX.8. BLOCKING RIGHT TO ACCESS**

286. The Client/ONLINE User shall be entitled to order blockage of the right to access, without the need to specify a specific reason to this end.

287. The Client/ONLINE User shall be obliged to notify the Bank immediately in case of:

287.1. Justified doubt that the password for access and/or other means for electronic identification and authorisation provided by the Bank, respectively: have become known to third unauthorised parties, have been forgotten, have been technically destroyed or damaged;

287.2. A transaction has been detected in the account which has not been ordered on behalf of the Client;

287.3. An inaccuracy or discrepancy in the particulars (sum, beneficiary, etc.) has been established in a transaction ordered by the Client.

The notification about blockage of access shall be made in writing. Where a notification has been sent by phone, the Client/ONLINE User shall be obliged within one working day from the day of notification to submit in writing a request for blocking the relevant user from the right to access the system.

The Bank shall be obliged to timely block as the case may be: the Client's and/or the ONLINE User's right to access and/or other means for electronic identification and authorisation, upon receiving a notification under this article even if the Client/ONLINE User has acted deliberately or in gross negligence.

288. The Bank shall be entitled to block the access of the Client to the service about KBC Online Bulgaria where:

288.1. this is necessary due to a reason related to the security of the payment instrument;

288.2. there is doubt about an unauthorised or fraudulent use of the payment instrument;

289. The Bank shall notify the Client about the blockage of access to online banking in advance, where this is possible or immediately after the blockage.

#### **IX.9. TERMINATION OF USE**

290. The Client may terminate the use of KBC Online Bulgaria at any point in time, provided that there are no outstanding obligations to the Bank.

291. The Bank may unilaterally terminate the Client's use of KBC Online Bulgaria with a two-month notice for Clients who are private individuals. The use of KBC



Online Bulgaria can be terminated unilaterally by the Bank with no prior notice in the following cases:

291.1. An obligation by the Client, in accordance with these General Terms and Conditions.

291.2. Upon closure of all accounts of the Client.

292. The Bank has the right, at any time and for objective reasons, as well as the Client can request from the Bank to immediately terminate the access to KBC Online Bulgaria of an ONLINE User designated by him/her and/or to deactivate a means of electronic authorisation and identification provided to it by the Bank which does not terminate the contractual relations between the Client and the Bank.

293. The provisions of Section IX of these General Terms and Conditions shall remain in force until the final settlement of the relations between the parties and the obligations of one of the parties to the other.

#### **IX.10. ADDITIONAL TERMS AND CONDITIONS**

294. Where the Bank expands the scope of services at KBC Online Bulgaria, it will be considered that the Client has consented to it if he/she has requested the service in an office of the Bank or through technical communication means as well as by using the new service for the first time. In these cases, the term under Item 361 for amending these General Terms and Conditions shall not apply. The Bank has the right to temporarily or permanently add a new service or block existing services performed in KBC Online Bulgaria without a notice.

295. Documents printed by KBC Online Bulgaria shall be for information purposes only.

#### **X. SERVICES PROVIDED BY THIRD PARTIES - PAYMENT SERVICE PROVIDERS**

296. The Client may use payment services provided by Third Party Payment Service Providers – Account information service providers (AISPs) and Payment initiation service provider (PISPs), when his payment account is accessible online.

297. The Client should exercise reasonable care when choosing and using services provided by a third-party payment service provider.

298. When the Client uses payment initiation and third-party payment service provider services, it is considered that the Client has given his/her consent to disclosure of a bank secrecy by the bank to the third-party payment service provider.

299. By providing Client's consent to execute a payment transaction, a series of payment transactions, or access to information about his accounts with a third party payment service provider, the Client gives its explicit consent to that third party accessing its accounts with the Bank and initiate payment transactions or access information about his or her accounts. In such cases, the Bank will consider any order received for executing a payment transaction or providing account information as given by the Client.

300. The Client shall provide, respectively, withdraw his consent through the third-party payment service provider.

301. The Bank is not a party to the contract between the Client and the third-party payment service provider.

302. The Bank is not responsible for any damages of the Client in connection with the use of a third-party payment service provider, except where such damages are a direct and immediate consequence of gross negligence on the part of the Bank.

303. The Bank may refuse to execute a payment transaction or access a payment account in the event of execution or access being through a third party payment service provider that has not been identified with the Bank and/or is not listed in the Register kept by the BNB for the licensed suppliers performing payment services under the PSPSA.

304. The Bank may refuse access to a third-party payment service provider for objective and substantial reasons related to unauthorized or fraudulent access to Client's accounts. In such cases the Bank shall inform the Client that the third-party payment service provider has been denied access to the account (s) and the relevant reasons for the refusal, unless providing such information is prohibited by relevant legislation. The Client agrees that the Bank may report to Regulator or another regulatory institution any third-party payment service providers whose access to the Client account has been denied by the Bank. Such report may contain confidential Client data.

305. The Bank does not perform additional checks on Client's consent given by the third-party payment service provider and does not store the consents provided by the Client to third party payment service providers.

306. The Bank is not responsible if the Client provides to third parties of payment service providers his personalized means of access to his/her payment accounts in the Bank.

307. The Bank applies a procedure for a strong customer authentication of the Client in accordance with Article 100 of the Payment Services and Payment Systems Act, which aims to protect the confidentiality and integrity of the personalized means of security which the client used.

308. The Bank will refuse to execute a payment, initiated by a third party payment service provider, if the transfer is equal to or greater than EUR 15,000.00 or equivalent in leva or in another currency and the legislation requests additional documents, because at this stage in the National Standard for Special API Interface "BISTRA" does not support a method for applying of documents.

#### **X. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES**

309. With reference to the provision of payment services, the Bank shall collect fees and commissions in accordance with the acting Tariff of United Bulgarian Bank AD for Fees and Commissions for individuals and it will determine interest rates in accordance with UBB Interest Rates Tariff for accounts of Individuals and the exchange rates declared in the premises of the Bank and on the website of the Bank: [www.ubb.bg](http://www.ubb.bg).

310. The changes in the exchange rates will apply immediately and with no prior notice.

311. The Client shall be deemed informed about the changes in accordance with Item 320 below, with their notification in the premises of the Bank and their publication on the webpage of United Bulgarian Bank AD –[www.ubb.bg](http://www.ubb.bg).

312. Changes in the Interest Rates shall be performed and shall enter into force with regard to the Client, in accordance with the provisions of Item 361 and Item 364 below.

313. Where the changes in the interest rate are more favourable for the Client, they shall apply without prior notice.

314. In the case of payment transactions which take place in the currency of a Member State within the meaning of the PSPSA, and where both the Payer's Bank and the Beneficiary's Bank are located within the EU the beneficiary under the payment request shall pay the fees owed to the Bank of the beneficiary and the payer shall pay the fees owed by the Bank of the payer - Shared Expense Clause (SHA).

315. For payment transactions executed in a currency other than the currency of a Member State within the meaning of the PSPSA, and where both the Bank of the payer and the Beneficiary's Bank are located within the territory of the EU, the beneficiary under the payment request shall pay the fees owed to the Bank to the beneficiary and the payer shall pay the fees owed by the Bank of the payer - Shared Expense Clause (SHA).

316. Where the Bank of the payer is established outside the EU, the Client can request transfers with clauses for costs entirely at the expense of the payer (OUR), entirely at the expense of the beneficiary (BEN) or shared (SHA).

317. Where upon execution of the PT, the Bank, at the request of the Client, must convert the sums under the PT on another transaction, where the Bank will perform the exchange under the relevant exchange rate of the Bank for the day of PT execution. The Bank shall publish the exchange rates of the website and shall provide his/her clients in its premises.

318. Where due to transactions, interest rates, fees, commissions, exchange rate fluctuations and other transactions, the balance on a payment account falls below the minimum non-reducible remainder or enters into an unauthorised overdraft, the Client shall be obliged to immediately, but not later than 10 days from the date of entry into an unauthorised overdraft or reduction below the minimum non-reducible remainder, charge his/her account at least with an amount which is sufficient to cover the unauthorised overdraft and minimum non-reducible remainder. Upon default, the Bank can deactivate the payment Card (upon the issue of one to the account) and/or based on a bank statement of the Client to resort to enforcement for the collection of the sums owed in the legally prescribed manner. In this case, the Bank shall be entitled to undertake actions in accordance with the acting Bulgarian legislation, inclusive to close the account.

#### **XII. COMMUNICATION EXECUTION PROCEDURE**

319. Communication between the Bank and the Client takes place in writing on a hard copy or any other durable medium, or by means for remote communication: fax, e-mail, via access to electronic statements in KBC Online Bulgaria or any other means negotiated by the Client.

320. Where the Client chooses to use the service KBC Online Bulgaria as a means of correspondence with the Bank, thereby expressly giving his/her consent and irrevocably authorising the Bank for any statements-related information to be provided via the selected service and in accordance with the frequency of receipt of the statements/correspondence selected by the Client.

321. The necessary information beyond the case of Item 320 will be provided to the Client once a month in the premises of the Bank. Where the Client fails to look up for the specified information within 3 (three) months, it will be deemed that it has been duly provided.



322. The Client gives his/her consent for the Bank to send a text message (SMS), e-mail, another kind of electronic message and/or letter to a mobile phone, e-mail address, mailbox, or through notifications in an application for mobile devices KBC Mobile Bulgaria, he/she has designated with information about a payment card for the transactions performed with a payment card and the Card-related sums due as well as to send him/her advertising and other messages about products, services and promotions offered by the Bank.

323. For products for which the Bank offers service to send messages for incoming transfer, the Client agrees the Bank to send messages to his mobile phone for contact with information for credit movements on his/her current account/current account with an issued debit card/saving account, under the conditions described in Item 324 - 329 below. The message contains information about the amount of the transfer/cash deposit and the actual balance of the account.

324. The Bank shall send to the Client messages according to Item 323 for incoming transfer in BGN, incoming transfer in foreign currency, cash deposits, etc.

325. The Bank shall send messages (SMS) for Account credit movements between 07:00 and 21:00 h. every day of the week if Client provided to the Bank mobile number on registered in the Republic Bulgaria mobile operator. In case the customer use the application for mobile devices KBC Mobile Bulgaria, an existing subscription for in-app notifications, as well as activated system notifications for the KBC Mobile Bulgaria mobile application, the Bank will send messages for incoming transfer to accounts at any time of the day, for any day of the week, except the time, required for technical completion of the work day.

326. The Client shall receive the message usually within 2 (two) hours after completion of the transaction. There might be delays caused by circumstances outside of the control of the Bank.

327. The Bank shall not be deemed responsible in case if the mobile operator does not transmit the message at all or transmit is untimely as well as in cases when due to circumstances beyond the control of the Bank (stopping electricity power, earthquakes and other disasters and force majeure) separate messages could not be sent or received respectively by the Client.

328. The Bank shall not be deemed responsible if the Client does not receive the sent message, because of lack of contractual relationship between the Client and the service provider, technical reasons related to mobile services (eg. a lack of range, roaming coverage, disconnected telephone, lack of mobile internet, suspended system notifications for the mobile application KBC Mobile Bulgaria, deactivation of the mobile application KBC Mobile Bulgaria etc.) or if the Client has changed his phone number without having notified the Bank or if the Client has changed the mobile operator keeping the same telephone number, but the original mobile operator does not cooperate properly to redirect the message.

329. The Client has the right to request deactivation of the service on telephone number 0700 1 17 17 (for subscribers of Vivacom) / 71 71 (for subscribers of A1 and Yettel) or by submitting a written request in Bank's office, as well as disabling subscription for notifications via the mobile application KBC Mobile Bulgaria.

330. The address for correspondence of the Client specified in the Application-Contract and/or in any other form, including also an indicated email address, shall be deemed the address of correspondence to which the Bank will send notifications, notices and other documents envisaged in these General Terms and Conditions. Where the Client has changed his/her address, including also his/her email address, without timely notifying the Bank in writing about his/her exact new address of correspondence, including also about his/her email address, all notifications and notices to his/her old addresses shall be deemed validly received with the certification of a courier service, by mail or any other hand-in officer that the addressee was not found at the specified address, respectively upon receipt of the electronic message in the information system, indicated by the addressee and being beyond the Bank's control. Upon change of the Bank's address of management specified in these General Terms and Conditions, the Client shall be deemed notified about its new address of management from the time of declaring the change in the electronic Commercial Register at the Registry Agency which is public.

331. The Client shall be obliged to immediately notify the Bank about changes occurring in the originally completed data in the Application-Contract. Or else all notifications, etc. sent by the Bank to the address specified in the Application-Contract shall be deemed duly handed in with the send-out to the address, including also to the email address.

332. The official language for correspondence is Bulgarian.

### **XIII. PROTECTIVE MEASURES IN THE PROVISION AND USE OF PAYMENT SERVICES**

333. The Client shall object before the Bank to unauthorised and inaccurately PT, including payment orders initiated by third parties, providing payment services, with no undue delay but not later than 13 months from the date of crediting his/her account. Upon refusal by the Bank or if the decision is not

satisfactory, the Client can claim return of the sums from unauthorised or inaccurately performed transactions before the Reconciliation Commission under Item 348 below, before another reconciliation institution, court or arbitration within the scope of the common legal limitation periods.

334. Where a PT is unauthorised, the Bank of the payer refunds the Client the value of the unauthorised PT immediately and in any case but not later than the end of the following business day from the receipt of a notification about an unauthorised PT unless the Bank has reasonable suspicions of fraud for which the Bank notifies the relevant competent authorities thereof. The value date for crediting the payer's payment account is no later than the date on which the account was debited with the amount of the unauthorized payment transaction.

335. The provisions of Item 333 and Item 334 shall not apply and the Client shall weather the losses related to all unauthorised payment transactions ensuing from the use of a lost, stolen or illegitimately acquired payment instrument of up to BGN 100.

336. The Client shall weather all losses related to unauthorised PT if he/she has caused them through fraud or the default on one or more of his/her obligations under Item 276, intentionally or due to gross negligence. In these cases, the Client shall weather the damages, irrespective of their size.

337. After the time of notification in the manner specified in Item 287 above, the Client shall not suffer any property damages ensuing from payment requests performed via KBC Online Bulgaria, except for in the cases where the Client acted through fraud.

338. The Bank of the payer shall be held responsible before him/her for the exact execution of the PT where the payment request has been submitted by the payer. Where the Bank of the payer proves that the Bank of the beneficiary has received the sum specified in the PT within the term of Item 57 - 59, after receiving the payment request by the payer, the Bank of the beneficiary shall be held responsible for the accurate execution of the PT.

339. Where the Bank is in the role of the payer's Bank and is held liable under Item 338, it will timely recover the payer the sum of the outstanding and inaccurately executed payment transaction and, where applicable, restores the credited payment account to the condition in which it would have been prior to the execution of the inaccurately executed PT.

340. Where the Bank is in the role of beneficiary's Bank and is held responsible under Item 338, it will immediately provide the beneficiary the sum under the payment transaction and, where applicable, will credit the payment account of the beneficiary with the relevant sum.

341. Where the payment request is submitted by or through the beneficiary, the beneficiary's Bank shall be held responsible before the beneficiary for the accurate transmission of the payment request of the payer's Bank, in accordance with the terms and conditions specified in the direct debit payment request and in accordance with the applicable deadlines of the settlement systems. Where the Bank is in the role of the beneficiary's Bank and is responsible under this article, it will immediately transmit the relevant payment request of the payer's Bank.

342. The beneficiary's bank is responsible before the beneficiary if it fails to duly execute the payment transaction within the terms under Item 61 and secures the beneficiary the sum under the payment transaction immediately after learning that its account has been credited.

343. Where a PT is not executed or is inaccurately executed for which the beneficiary's Bank is not responsible under Item 341 and Item 342, the payer's Bank shall be held responsible before the payer and shall redeem the payer with no undue delay the sum of the non-executed or inaccurately executed payment transaction as well as the sums necessary for bringing the payment account to the condition in which it would have been prior to the execution of the inaccurately executed payment transaction.

344. Where a payment transaction requested by the beneficiary has not been executed or has been inaccurately executed, the beneficiary's Bank shall undertake actions upon request within the scope of due care for tracking the payment transaction and shall notify the recipient about the result without fee for the recipient.

345. In the event of late payment of a PT, the beneficiary bank shall, upon request of the Bank to the payer acting on behalf of the payer, validate the beneficiary payment account with a value date no later than the date on which the account would have been credited if the PT has been implemented without any delay.

346. The Client may object to the crediting of his/her account and to request from the Bank recovery of the entire sum with which his/her account was credited, within fifty-six days from the day of crediting, if the PT was ordered by or through the beneficiary and in keeping with the following conditions:

346.1. As at the time of issuing a PT execution permit, no exact value is specified; and

346.2. The value of the PT exceeds the value expected by the payer with a view to his/her previous costs for such transactions.

346.3. The Client provides to the Bank evidence concerning the presence of

conditions pursuant to Item 346.1. and Item 346.2

347. The Client is not entitled to recovery under Item 346 if he/she gave his/her consent and was informed about the forthcoming crediting of the account at least twenty-eight days prior to crediting the account.

348. Within 10 working days from receiving the request, the Bank shall recover the Client the entire sum of the PT or shall refuse to recover it by specifying the grounds for the refusal. If he/she does not accept the grounds for the refusal, the payer can object before the Reconciliation Commission for payment disputes or before the competent Bulgarian court.

349. In the cases of Item 346.2, the Client cannot refer to reasons related to foreign currency exchange if the exchange has been made at an exchange rate agreed with the Bank.

#### **XIV. TERM OF CONTRACT FOR AN ACCOUNT. TERMINATION**

350. Contracts concerning the opening and running of payment accounts as well as other contracts related to the provided payment services shall be concluded for an indefinite term.

351. Contracts concerning the opening and running of payment accounts as well as other contracts related to the provided payment services shall be terminated and the accounts opened based on this Contract shall be closed:

351.1. upon mutual written consent of the parties

351.2. unilaterally by the Client with a one-month written notice where the Client has no obligations to the Bank as at the time of notice expiry.

351.3. unilaterally by the Bank with a two-month written notice, including also if sent by email to an indicated by the Client email address as per Item 330.

351.4. unilaterally by the Bank without notice – in the cases under Item 370.1., Item 373.2. and Item 373.3.;

351.5. unilaterally by the Bank without notice – for contracts concerning opening and running a payment account and provision of bank services when the contract is concluded without presence and the Bank cannot fulfill the requirements for complex inspection, including identification and verification of identification of the Client - on the grounds of art. 17 of the Law for the measures against money laundering

352. Upon termination of the Contract, the Client shall pay the fees for payment services charged periodically under the Contract for the expired period of Contract effect. If such fees are paid in advance, they will be recovered pro-rata for the term of termination.

353. Upon termination of the Contract, the Client shall not pay fees and penalties for the termination if 6 months from conclusion of the Contract have passed.

354. Item 350 - 352 and the provisions of Section XIV below shall not apply upon termination of the Application and Contract for opening and servicing a bank account and upon provision of bank services and other contracts referring to the payment services provided due to default on an obligation of either party.

#### **XV. SWITCHING**

355. The Bank provides a switching service. According to of the Payment Services and Payment Systems Act (PSPSA) the Bank in the capacity of the Receiving payment service provider initiated switching service process or support for switching process in her capacity of Transferring payment service provider after receipt of the authorisation from the Client. In the case of two or more holders of the account, authorisation shall be obtained from each of them.

356. The Client can switch from and to payment account opened in the Bank executing of existing standing orders for regular transfers, direct debit mandates, incoming credit transfers and transfer any remaining positive balance to the payment account opened with or without closing the switched payment account.

357. The Bank provides a switching service between payment accounts held in the same currency.

358. With authorisation/ application under Item 355 of these General Terms and Conditions, Client give consent:

358.1. for implementation of transferring payment service provider to carry out all tasks in switching process:

358.1.1. Within two business days from receipt of the authorisation, the Receiving payment service provider shall request the Transferring payment service provider to carry out the following tasks:

358.1.1.1. within five business days to send:

- A list of the existing standing orders for credit transfers and available information on direct debit mandates;

- The available information about recurring incoming credit transfers and creditor-driven direct debits executed on the consumer's payment account in the previous 13 months;

358.1.1.2. To stop:

- Accepting direct debits and incoming credit transfers with effect from the date specified in the authorisation;

- Cancel standing orders with effect from the date specified in the authorisation;

358.1.1.3. Transfer any remaining positive balance to the payment account

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opened or held with the Receiving payment service provider on the date specified by the consumer;

358.1.1.4. Close the payment account held with the Transferring payment service provider if there are no existing obligations.

358.2. for implementation of the Receiving payment service provider to carry out all tasks in switching process:

358.2.1. Within five business days of receipt of the information requested from the Transferring payment service provider as referred to in Item 358.1.1. of these General Terms and Conditions, the Receiving payment service provider shall, carry out the following tasks:

358.2.1.1. Set up the standing orders for credit transfers requested by the consumer and execute them with effect from the date specified in the authorisation;

358.2.1.2. Make any necessary preparations to accept direct debits and accept them with effect from the date specified in the authorisation;

358.2.1.3. Where the consumer not chosen to personally provide the information about new payment account to the payers specified in the authorisation, the Receiving payment service provider inform them of the details of the Client's payment account and transmit to the payers a copy of the Client's authorisation. If the receiving payment service provider has all the information, it needs to inform the payers;

358.2.1.4. Where the consumer not chosen to personally provide the information about new payment account to the payees specified in the authorisation, the Receiving payment service provider inform them of the details of the Client's payment account and transmit to the payees a copy of the Client's authorisation. If the receiving payment service provider has all the information, it needs to inform the payees;

358.3. The Client can specifically identify incoming credit transfers, standing orders for credit transfers and direct debit mandates that are to be switched.

359. In case of any financial loss, incurred by the Client and resulting directly from the non-compliance of a payment service provider involved in the switching process with its obligations, claims of damage made directly to the other bank as their refunded by payment service provider is due to Client without delay.

360. In case of disputes about switching service, the Bank shall pronounce with a written decision on the incoming objection within the term of 15 days. Where the Bank does not pronounce or the decision does not satisfy the Client, the dispute may be referred to the Reconciliation Commission for payment disputes, in accordance with the provisions of the PSPSA and the Rules of Procedure for the Activity of the Reconciliation Commission for Payment Disputes.

#### **XVI. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

361. The Bank can amend or supplement any time these General Terms and Conditions, the Application and Contract and other contracts concerning the payment services provided by notifying the Client at least two months prior to the date of enforcement of the so amended or supplemented conditions. The notification can be sent by mail, through the account statement or via the website of the Bank, at the discretion of the Bank.

362. The Client shall be deemed bound by the changes of these General Terms and Conditions, Application-contract and other contracts related to the payment services provided, unless he/she notifies the Bank in writing that he/she does not accept these changes prior to the date of enforcement of these changes. In this case, the Client is entitled to terminate the Application- contract prior to the date of enforcement of the proposed changes.

363. Where the Client fails to declare in writing that he/she does not accept these changes, the same shall be deemed enforced. The Client is entitled to terminate the Contract prior to the date when the changes were proposed to enter into force, without being responsible for expenses and compensations.

364. Where the Bank expands the scope of services which can be used by the Client, it will be considered that the Client has consented to it where, if necessary, he/she requests the service in an office of the Bank or through technical communication means as well as by using the new service for the first time, where in these cases the term under Item 361 applies.

#### **XVII. MISCELLANEOUS**

365. For all outstanding issues not present in these General Terms and Conditions and the Application and Contract, the rules of the international card organizations, the provisions of the Payment Services and Payment Instruments Act, Ordinance No. 3 of the BNB on the Terms and Procedure for Opening of Payment Accounts, for Execution of Payment Transactions and for Use of Payment Instruments, the Credit Institutions Act and all other relevant provisions of the acting Bulgarian legislation shall apply.

366. All disputes related to the interpretation and execution of the Contract and these General Terms and Conditions shall be mutually resolved and in case no consent is reached, the dispute shall be referred to the Reconciliation Commission on Payment Disputes or to the relevant competent court.

367. These General Terms and Conditions shall enter into force on the date of signing the Contract by both parties.

368. In relation to the requirements for protection of personal data, when entering into business relationships, the Bank provides the Client with a Form-information for processing and protection of personal data.

369. The Client gives unconditional and irrevocable consent and authorizes the Bank to block the funds in his account ex officio, without providing notification in advance to the Client and/or requiring antecedent consent from the Client in the following cases:

- When there is information, doubt and / or suspicion that a person other than the Client has gained unauthorized access to the Client's account or there is an attempt to gain such access;

- Where there is information, doubt and / or suspicion that the funds subject to the blocking have been received into the account as a result of an error, abuse of rights, fraud, cybercrime and / or as a result of other misconduct or without legal grounds;

- Where there is doubt and / or suspicion of money laundering, terrorist financing or the presence of funds of a criminal origin / in accordance with the relevant provisions of applicable legislation;

- When there is information that the funds on the Client's account are related to individuals or legal persons, organizations, entities or countries / jurisdictions that are subject to sanctions or that are not allowed to provide financial services under resolutions of the The United Nations Security Council or acts and decisions of the bodies of the European Union adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfillment of other objectives of the international community or sanctioned by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC).

The funds shall remain blocked until the cause for blocking no longer applies and / or until appropriate instructions have been received from the competent authority in this regard.

370. The Bank and the Client (each party for itself) undertake to carry out their business relations in a way that does not allow violation of the applicable legislation and not to be subject to any restrictive or sanctioning measures or prohibitions that could to affect the business relations between the parties settled in accordance with these General Terms and Conditions.

370.1. Without limiting the meaning of the commitments of the Parties under Item 370 above, the inclusion of the Client in the list of persons against whom sanctions have been imposed or who are not permitted to provide financial services under United Nations Security Council resolutions or acts and decisions of bodies of the European Union adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfillment of other objectives of the international community, or sanctioned by the Office of Foreign Assets Control of the US Department of Treasury (OFAC), will be considered a breach of the Client's obligation under Item 370.

371. The Client / his / her proxy is obliged to identify himself / herself before the Bank with a valid personal document. In order to comply with the provisions of the Measures against Money Laundering and Terrorist Financing, determined by the national and European legislation, the Client is obliged to inform the Bank when changing his/her personal document, on the basis of which he/she was identified, and to present the original to be copied, not later than 6 months from the receipt of the newly issued personal document/to ensure the aforementioned obligation to be performed by each person authorized by him/her to operate on his/her accounts / assets with the Bank with a valid power of attorney.

372. The Client / his / her proxy is obliged to present and / or update upon entering business relations and / or upon request from the Bank documents, data and information related to compliance with the provisions of the Measures against Money Laundering and Terrorist Financing, determined by the national and European legislation, as well as for the implementation of other regulatory commitments, including but not limited to:

duly completed questionnaire with information about the client (KYC questionnaire), written declaration to establish whether the person falls within any of the categories under Art.36 of the Measures Against Money Laundering Act (politically exposed person or person related to such), source of wealth questionnaire, declaration for the purpose of the automatic exchange of financial information, etc.

373. In case of non-fulfillment of the Client's obligation under Item 371 and / or Item 372, the Bank is entitled:

373.1. to take actions to limit the possibility for use of banking products and services by the Client until the fulfillment of his obligations, incl. by blocking his accounts, opened with her, until the fulfillment of the Client's obligation under Item 371 or Item 372. In this case the Bank informs the Client about undertaking the restrictive actions through an appropriate means of communication;

373.2. to terminate without notice contracts concerning opening and maintaining payment accounts, and / or other contracts concerning provided payment services concluded with the Client;

373.3. to terminate the business relationship with the Client.

374. When the account is opened before the completion of identification and verification of the Client's identification in accordance with the law on measures against money laundering, the Bank does not allow any operations or transactions by the Client or on his behalf until the completion of the identification check.

**Date:**.....

**Customer's signature:**.....