

**BULBANK ONLINE ELECTRONIC BANKING SERVICE**  
**GENERAL TERMS AND CONDITIONS**

**I. SUBJECT OF THE SERVICE**

1. Through the BULBANK ONLINE electronic banking service, UNICREDIT BULBANK AD (hereinafter referred to as the BANK) provides a technical possibility for the CUSTOMER to get information about the status and the movements on his/her bank accounts, as well as to order electronically through an electronic banking payment order operations in local and foreign currency from them. The BANK reserves its right to amend the technical procedures for the BULBANK ONLINE service in the cases of innovations, legislative changes or out of security considerations. The BANK reserves its right to change the commercial name of the service as well as to give each channel for accessing the service a separate commercial name. For all changes the BANK shall inform the CUSTOMER by distributing the updated General Terms and Conditions at its desks, by publishing them on the website of the electronic banking service, on the official website of UniCredit Bulbank or by electronic messages via the access channel used by the customer. When the changes do not relate to these General Terms and Conditions, the BANK shall inform its customers by publishing information on the website of the electronic banking service, on the official website of UniCredit Bulbank or by electronic messages via the access channel used by the customer.
2. The BULBANK ONLINE service provides a possibility for the customer to use the following products and services of the BANK via various access channels:
  - 2.1. Access through the website of the service:
    - 2.1.1. Information about balances, movements and turnovers on accounts (current accounts/ card accounts/ savings/ overdraft accounts).
    - 2.1.2. Information about exchange rates;
    - 2.1.3. Management of personal information;
    - 2.1.4. Exporting data for movements on accounts, turnovers, etc.;
    - 2.1.5. List of counter parties;
    - 2.1.6. Copy of incoming/ outgoing interbank transfer via SWIFT;
    - 2.1.7. One-off or periodic orders in local currency;
    - 2.1.8. One-off or periodic orders in foreign currency;
    - 2.1.9. Effecting payments for utility and other liabilities;
    - 2.1.10. Direct debit in local currency;
    - 2.1.11. Currency exchange, etc.
    - 2.1.12. Request, opening or subscription for a particular package of bank products and services;
  - 2.2. Access to information about balances and movements on the subscribed accounts through an automatic telephone service but without a possibility for performing payment operations.
  - 2.3. Access through a specialized application for mobile and smart phones. The application is available only for customers of the bank – individuals and their proxies and it provides the following possibilities:
    - 2.3.1. information for balances and movements on accounts;
    - 2.3.2. order of payments in BGN up to the amount of the limit set by the BANK, except for the cases where the customer has requested a limit lower than the limit set by the channel;
    - 2.3.3. currency exchange between customer accounts;
    - 2.3.4. other information services: exchange rates, news, set-ups etc.
3. 2.3.5. An individual customer may request simultaneous or separate use of the access channels in a branch or via the customer website of BULBANK ONLINE. The rights on the account/accounts, with which the customer would like to operate (and which are possible considering the specifics of the account) shall be described and entered in the bank's systems and shall be valid for the two electronic channels. For using the BULBANK ONLINE service the customer needs to have opened current account/s, savings and/or package account/s in the system of the Bank.
4. The BANK sets the following minimum technical requirements to the customer for using the BULBANK ONLINE service.

4.1. For access to the website of the service:

- Computer configuration, which allows installation of an operational system usable for the purpose of the service;
- Internet access;
- Usable web browser, the Bank publishes on the web page of BULBANK ONLINE a list of browsers and their versions which are compatible with the service.

4.2 For access to the mobile version of the service:

- A mobile or smart phone that is usable for the needs of the service;
- Internet access for the device.

5. The Bank shall have the right to set limitations and additional requirements for performing operations through the service BULBANK ONLINE, which arise out of the requirements of the applicable legislation and the need to ensure a proper level of security for the information system, as well as to set a limit for the payment orders via the channels for accessing the service.

**II. OPERATION AND ACCESS**

6. In order to be able to use the BULBANK ONLINE service:
  - 6.1. The customer shall submit a completed "Application for Use" as per a template of the BANK. In case the customer has indicated in it that he/she wishes to be able to order payment operations through the BULBANK ONLINE service, the customer must sign and attach a "Request for rights on accounts". This request shall be an integral part of the "Application for Use" and the concluded agreement for providing the BULBANK ONLINE service.
  - 6.2. The customer can submit an "Application for Use" as per a template of the BANK also online via the customer website of the service.
  - 6.3. The customer shall sign an Agreement for providing of the BULBANK ONLINE service.
7. The contractual relations between the BANK and the customer regarding the use of the service shall be established in the Agreement for providing of the BULBANK ONLINE service, the present GTC, the specific conditions indicated by the customer in the "Application for Use", the applicable Tariffs of the BANK for individuals, or for legal entities and sole proprietors respectively (hereinafter referred to the Tariffs of the BANK), the Framework Agreement for Payment Services and its appendices or the General Terms and Conditions for opening, servicing and closing bank accounts of individuals and for providing payment services and instruments, the General Terms and Conditions for opening, servicing and closing accounts of legal entities and sole proprietors, the conditions and the instructions for using the service published on the website of the service on <https://online.bulbank.bg> and the electronic instructions for using an application for mobile phones.
8. The using of the BULBANK ONLINE service shall start based on the signed Agreement for the BULBANK ONLINE service from the date when the customer or his/her proxy receives a user name and password in a sealed PIN envelope. When using the mobile phone application, the contractual relations shall arise from the moment when the BANK sends an SMS with a personalized link for downloading the application. The BANK shall identify and register the customer by following the procedures established by it.
9. For the needs of using the BULBANK ONLINE service, the BANK and the customer shall accept the following definitions of the terms given below:

- 9.1. access channel – way of communication between the user of the electronic information and payment services and the BANK, which depends on the type of the communication device and/or group of devices, the methods for exchanging information between the two parties and the type of the used user applications. The access channels for the Bulbank Online service can be: through the website of the service, through the mobile application for the service or through an automatic telephone service for information services;
  - 9.2. profile/ user profile/ customer profile: individual record in the BULBANK ONLINE system created for each individual that has got rights to perform operations on certain account/ accounts of the bank customer. Each customer profile is accessed through a unique combination of user name and password for the website of the service or through an individual PIN entered by the customer for the mobile application. The customer profile is created by following a procedure established by the Bank based on a written "Application for Use" submitted by the customer;
  - 9.3. User name - a unique combination of letters, digits and symbols, which is used for identification of the user and for accessing the service via the website;
  - 9.4. Password - a unique combination of letters, digits and symbols, which is used for identification, and only in combination with user name provides access to the service via the website;
  - 9.5. Digital /software certificate - an application certificate issued by the Bank pursuant to a procedure established by it. The certificate is requested and used only by a specific customer profile, it serves only for the needs of the BULBANK ONLINE service via the website, unless otherwise agreed in writing between the BANK and the customer.
  - 9.6. Qualified electronic signature (QES) - it is issued by a licensee pursuant to the Law on Electronic Documents and Electronic Signature /LEDES/.
  - 9.7. SMS-password: a short message containing a unique combination of symbols. It is sent to a local mobile subscriber number registered in the customer profile. It is used for a one-off confirmation of a payment order via the website of the service. It is entered by the customer before sending the payment order for execution.
  - 9.8. SMS-notification upon login to the system, upon signing or movement on account: information messages generated by the system for users of the website indicating the type of the operation and date and time of performing it. They are sent to a local mobile subscriber number registered in the customer profile.
  - 9.9. Proxy/user - an individual registered in the BULBANK ONLINE service with rights defined by the holder of the accounts and stated in the application for the service.
  - 9.10. Link for downloading the application for mobile banking. It is provided via SMS sent to a mobile telephone number indicated by the customer. It represents a personalized unique link, which is used by the customer for downloading the application for mobile banking. It is used one-off upon the registration or the re-registration.
  - 9.11. Code for initial activation – it represents a digital code, which is used for registration and activation of already installed application for mobile banking. It is received via SMS received after the SMS containing the link. It is used one-off upon the registration or the re-registration.
  - 9.12. PIN for activation of the application for mobile banking – it is chosen and entered by the customer at the time of activating the service. It is entered every time when the customer wants to use the application. It is used for protection of the service against unauthorized users of the mobile phone. It is not known to the Bank. It is different from the PIN for the SIM card of the phone.
  - 9.13. User ID for BULBANK ONLINE – a unique user identifier in Bulbank Online. It is used for additional identification of the user. It is provided by the BANK to the customer at the time of registration of the service in a branch or is visualized upon online registration via the service's website. It is used one-off upon the registration or the re-registration.
  - 9.14. Software token – a unique, personalized algorithm used for encryption and signing of the orders when using the mobile version of the service. It is used only for signing orders to the bank /it cannot be transferred from one device to another or be used for other purposes/. It is activated only when using a valid PIN for activation of the application for mobile banking.
  - 9.15. Payment of utility and other liabilities – those represent all liabilities and payments to a provider of utility services, state authority or other organization, which the customer can pay via the service.
  - 9.16. Electronic signature – a combination of means for technical identification of users with rights for ordering operations of disposal via an electronic channel. The electronic signature is the minimum required means of identification.
10. The signing of transfer orders, requests for banking products and subscription for banking services can be performed depending on the specifics of the operation and by using one of the following combinations for identification /electronic signature/:
    - (1) User name, password and a digital certificate, issued by the BANK.
    - (2) User name, password and a digital certificate, combined with an sms- password.
    - (3) User name, password and a qualified electronic signature.
    - (4) Software token in combination with a valid PIN for activation of the application for mobile banking.
    - (5) User name and password for ordering transfers between subscribed for the service accounts of the bank's customer-individual and payment of utility and other liabilities.
    - (6) The BANK reserves its right to change the means of identification and their possible combinations whereas informing its customers via the website of the service or in any other suitable way, including if necessary to ask them to go to the bank to receive the new means of identification.
  11. The customer shall be responsible on his/her own account and he/she shall be bound by all his/her actions and their consequences, performed in his/her name after getting access to the BULBANK ONLINE service based on positive electronic identification. Its use by the customer in compliance with the procedure established in these terms and conditions shall certify the truthfulness, the authenticity of the ordered operations and the accepting of their consequences.
  12. The customer may submit to the Bank an application for registration of persons authorized by him/her to use the BULBANK ONLINE service.
  13. All operations performed in the name of the customer through the BULBANK ONLINE service after receiving the means of electronic identification shall be considered valid and signed written statements (electronic documents), which are binding for the customer. The electronic use of an electronic signature has the effect of a legally valid signature laid by a person with rights of disposal on the accounts of the customer with THE BANK within the meaning of the applicable legislation and it certifies the truthfulness and the authenticity of the electronic statement for the ordered operation.

### III. BANK OPERATIONS

14. All bank operations in BGN and foreign currency ordered via BULBANK ONLINE shall be executed pursuant to the procedure and the terms and conditions established in the applicable legislative acts, the present General Terms and Conditions, the General Terms and Conditions for opening, servicing and closing bank accounts for individuals and for providing payment services and instruments, the Framework Agreement for Payment Services, the General Terms and Conditions for opening, servicing and closing accounts for legal entities and sole proprietors and the Tariffs of the Bank, applicable to the date of their execution and defining the type and the amount of the fees and commissions collected for the service by the Bank.
15. The BANK shall execute only orders, which are correct in form and content and are compliant with the applicable legislation.
16. The BANK shall not be liable for payment orders, which have been received via the BULBANK ONLINE service and automatically processed, being subject to processing of a specific kind due to incomplete, insufficient or inaccurate data provided by the customer.
17. The instructions and the orders, which the customer gives to the BANK, shall indicate in a clear, concise and unambiguous manner the type of the requested operation as well as contain all the information necessary for its execution, with all requisites according to the established standards for execution of the relevant type of transaction.
18. The customer shall order payments from the accounts registered in the "Application for Use", submitted to the BANK, in accordance with the limits set in the Application, if any, the limits set by the Bank for a particular access channel and up to the amount of the funds available on the accounts, unless if with the approval of the BANK the customer is allowed to effect payments under the conditions of an overdraft.
19. The customer shall be obliged to have on his/her accounts with the BANK sufficient funds for covering all liabilities arising in the process of using banking services via BULBANK ONLINE, incl. for covering the fees and commissions PAYABLE to the BANK.
20. The BANK shall effect payments for abroad, ordered by the customer electronically, according to the applicable legislative acts and the procedures established at theBANK.
21. The length of the working day of BULBANK ONLINE is 24 hours. The working date is changed at 08:00 h. BG time at the beginning of each working day. The working hours, the debit and credit value dates upon processing are set in the Framework Agreement for payment services and its appendices, the General Terms and Conditions for opening, servicing and closing bank accounts for legal entities and sole proprietors and the General Terms and Conditions for opening, servicing and closing bank accounts for individuals and for providing payment services and instruments.
22. Payment orders, which are initiated with date of execution – current working date, shall be accepted also after the working hours (until the end of the current working day) but shall be processed with next working date.
23. Payment orders with date of execution, which is prior to the current working date, shall not be accepted.
24. When the BANK receives from the customer an order for executing a payment, the bank shall execute it unless:
  - 24.1. The payment order is not entered in accordance with the standards of the systems for servicing interbank transfers;
  - 24.2. There is not enough funds on the account of the customer or if the account is distrained as per the provisions of the law or the relevant agreement, as well as where no declarations and/or certificates or other relevant documents are submitted, while such a requirement exists for the execution of the order.
25. In case of orders for payment of labour remunerations and monetary compensations related to them, the customer shall be obliged to

submit to the Bank before the issuing of the order via BULBANK ONLINE the required documents, as follows:

- Payment order for payment of the social security contributions and/or
- Declaration from the social security authority certifying that the contributions on these amounts for state social security, for health insurance and for the supplementary pension insurance have been paid.

In case the customer violates the present requirements, he/she shall owe to the BANK a penalty in the amount of the sums paid by it according to the provisions of the Social Security Code together with the statutory interest until the date of reimbursement.

26. By using the BULBANK ONLINE service, the customer unconditionally agrees and authorizes the BANK to enter electronic messages for the relevant payment orders in the systems for servicing interbank transfers - BISERA and RINGS, on his/her behalf and for his/her account in accordance with the data, which the BANK receives from the customer electronically.
27. The above authorization shall be valid as long as the customer is using the BULBANK ONLINE service. Upon discontinuation of the use of the BULBANK ONLINE service, it shall be considered revoked. This authorization shall be considered revoked also upon blocking of the access to the BULBANK ONLINE service, done in accordance with the requirements set forth in item 36, until subsequent unblocking of the access.
28. The Bank shall have the right to reject executing an operation requested by the customer in case the request is at variance with the applicable legislative acts, the present General Terms and Conditions, the General Terms and Conditions for opening, servicing and closing bank accounts for individuals and for providing payment services and instruments, the Framework Agreement for Payment Services, the General Terms and Conditions for opening, servicing and closing bank accounts for legal entities and sole proprietors or the Internal Rules of the BANK, and if it is not duly drawn up together with all required requisites, appendices, certificates and declarations.
29. In case of inaccurate execution by fault of the BANK and/or wrongfully withheld fees and commissions, the customer has the right to dispute the executed operation by submitting a written objection within a 1(one)-month period from the date of execution of the operation in accordance with the Framework Agreement for payment services, the General Terms and Conditions for opening, servicing and closing bank accounts for legal entities and sole proprietors and the General Terms and Conditions for opening, servicing and closing bank accounts for individuals and for providing payment services and instruments.
30. The BANK shall ascertain the authenticity of the operation, its correct registration and booking and shall provide a written reply to the customer within a period of 20 days from the date of receipt of his/her written objection in the BANK.

### IV. SECURITY

31. The customer shall be obliged to keep the secrecy of all his/her means of electronic identification for the BULBANK ONLINE service, which are used only and exclusively by the persons with rights of disposal on his/her accounts and access right for the BULBANK ONLINE service, by creating conditions eliminating any possibility for unauthorized access. The risk and the responsibility in case of not keeping the secrecy of the means of electronic identification remain at the expense of the customer using the BULBANK ONLINE service.
32. The customer shall be obliged to ensure and to guarantee access to the BULBANK ONLINE service, entering and electronic signing of the payment orders and other statements via the system only by persons authorized by him/her, who have rights of disposal on his/her accounts.

33. The customer shall be obliged to ensure that the persons who are authorized by him/her and who have got means of electronic identification for the BULBANK ONLINE service observe these GTC, the rules for keeping the secrecy of the means of electronic identification, fulfill the obligation not to create any possibilities for third parties becoming aware of them and to inform the Bank immediately in case of risk from unauthorized access to the means of electronic identification.
34. Whenever a reasonable doubt arises that the means of electronic identification have become known to other unauthorized persons and have been acquired by them, the customer shall undertake to ensure their change, destruction or blocking by immediately informing the BANK about this via telephone and after that also in writing in order to block the access to the BULBANK ONLINE service. The Bank shall not be liable for any possible adverse consequences resulting from persons unauthorized by the customer becoming aware of and acquiring the means of his/her electronic identification and arising prior to receiving the notification or as a result from blocked accounts.
35. The BANK can block the access to the BULBANK ONLINE service of any person who with his/her actions violates the requirements of the applicable legislative acts, as well as the requirements of these GTC.
36. The customer shall have the right to order blocking of the right of access to the BULBANK ONLINE service through a written request at any time without having to state any particular reason, entirely or for any of the persons authorized by him/her. The BANK shall have the right to block a customer profile in case of doubts about unauthorized access and use of the means of identification, whereas informing the customer. The BANK shall recover the access to the customer profile after receiving a request from the customer pursuant to a procedure established by the BANK.

## V. RESPONSIBILITIES

37. When executing the orders of the customer, the BANK shall not have the responsibility to monitor the legal compliance of the transactions, unless otherwise foreseen in the relevant legislative acts.
  - 37.1. The data received electronically by the BANK shall be always considered valid, irrevocable statements of the customer, which unconditionally bind him/her with their consequences, whereas the BANK shall not be liable for any damages and benefits foregone resulting from their execution.
38. The customer shall be liable for all adverse consequences resulting from a wrong or incorrectly submitted order. The BANK shall not be liable for any consequences resulting from wrong, unauthorized and/or incompetent use of the BULBANK ONLINE service, including in case of unauthorized access.
39. The BANK shall not be liable for the unauthorized actions of third parties causing damages for the customer through using the BULBANK ONLINE service where the customer has failed to fulfill the Agreement and the present GTC.
40. The Bank shall be neither liable for any delays in the payment orders due to errors in the drawn up payment orders and in the cases foreseen in item 16, nor for any damages and benefits foregone resulting from such delays or non-execution of the payment orders.
41. The BANK shall not be liable for any damages and benefits foregone resulting from or connected with inaccuracies or errors upon transmission of the information, technical problems, as well as in case of force majeure, with the exception of the cases of deliberate and unauthorized execution on behalf of the BANK.

## VI. FEES AND COMMISSIONS

42. For the BULBANK ONLINE service the customer shall owe to the BANK a monthly fee in accordance with the Tariffs of the BANK. The fee shall be collected automatically from the account indicated by the

customer in the "Application for Use". The fee shall be collected also for the month in which the customer submits a request for cancellation of the service. In the cases where the customer is using services such as SMS-password, SMS-notification upon login to the system, upon signing or movement on the account and other types of SMSs generated by the system, he/she shall owe additional fees as per the Tariffs of the BANK, which shall be collected from the account indicated in the "Application for Use". A fee shall be collected also in the cases of forgotten user name or password by the customer or by any of his/her proxies as well as for activation or re-issuance in a branch of the BANK of means of accessing mobile banking.

43. In case there are not enough funds on the account indicated by the customer for covering the banking rights or upon closing that account, the BANK reserves its right unilaterally and through automatic debiting to collect the due and payable fees from other accounts of the customer held with the BANK.
44. The BANK shall have the right to collect automatically the fees and commission payable to it by the customer from all accounts of the latter opened with it, in accordance with the provisions of Ordinance 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and the Use of Payment Instruments, for which the customer provides his/her unconditional and irrevocable consent and authorizes the BANK to charge his/her account/s for the amounts that the customer owes to it.
45. For using via BULBANK ONLINE the banking services indicated in item 2 of these GTC, the customer shall owe to the BANK fees and commissions in amounts defined pursuant to the Tariffs of the BANK. The BANK shall have the right to amend the Tariffs at any time whereas informing the customer about this by putting up messages in its banking halls or in some other way set by it.

## VII. TERMINATION

46. The contractual relations between the BANK and the customer established under the Agreement for providing the BULBANK ONLINE service and the present GTC may be terminated unilaterally by any of the parties hereunder with a 1-month written notice, from the date of the postal stamp on the notice for its sending to the other party. The termination of the contractual relations shall not release the parties from the duty to fulfill their obligations under the Agreement, which have arisen prior to the termination.
47. The using of the BULBANK ONLINE service can be stopped by the Bank unilaterally and without notice in the following cases:
  - 47.1. When the customer fails to fulfill any of the obligations under these GTC;
  - 47.2. Upon termination of the Framework Agreement for Payment Services or if the customer disagrees with the General Terms and Conditions for opening, servicing and closing bank accounts for individuals and for providing payment services and instruments, or the General Terms and Conditions for opening, servicing and closing bank accounts for legal entities and sole proprietors;
  - 47.3. Upon closing of all the accounts of the customer.
  - 47.4. Upon death of the customer - individual.
  - 47.5. If the customer has not used the service for more than 2 years;
  - 47.6. Upon initiation of bankruptcy or wind-up proceedings, reorganization or dissolution of the legal entity of any of the parties.
  - 47.7. In case the customer still has not provided the necessary funds for the monthly fee for the service at the end of a period of two successive months.

**VIII. SUPPLEMENTARY TERMS AND CONDITIONS**

48. The BANK may amend these GTC at any time, whereas undertaking to inform the customer at least 1 (one) month prior by putting up messages in its banking halls, by sending an e-mail or in some other way set by it. Each using of a banking service by the customer via the BULBANK ONLINE service after he/she is informed about the amendments in the GTC shall be considered acceptance of these amendments by him/her.
49. By signing the Agreement for providing the Bulbank Online service, the customer confirms that he/she has voluntarily provided his/her personal data and the data of the persons authorized by him/her and explicitly agrees Bank to keep, process and use his/her personal data and the data of the persons authorized by him/her, agreeing to and authorizing the Bank to provide information, which is banking secrecy or personal data of the customer and the persons authorized by him/her to its attorneys, accountants, auditors and other external consultants and persons working for the Bank, as well as to other financial institutions in the country and abroad in the cases where these belong to the same banking group or are related with the Bank by virtue of the applicable legislation, including for the purposes of offering banking products and services and conducting surveys on the products and services offered by the Bank.
50. For any issues that have not been dealt with herein, the provisions of the applicable legislation shall apply.

The present GTC have been drawn up on the grounds of art. 298 under the Commerce Act. They are inherent and integral part of any Application for registration of services and its amendments, as well as the Agreement for providing of the BULBANK ONLINE service concluded on the grounds of it and they shall be interpreted in their integrity as one whole document.

The present General Terms and Conditions were approved on the grounds of a Decision of the Management Board of the Bank, Minutes No. 44 dated 05.10.2011 by the competent body of the Bank, effective from 10.10.2011.

On the grounds of art. 298 of the Commerce Act, herewith I declare and acknowledge that I am acquainted with these General Terms and Conditions and I accept them as a valid ground for my legal and contractual relations with the Bank with regard to the service for electronic banking BULBANK ONLINE.