

BULBANK ONLINE ELECTRONIC BANKING SERVICE

GENERAL TERMS AND CONDITIONS

I. SUBJECT OF THE SERVICE

1. Through the electronic banking service BULBANK ONLINE, UNICREDIT BULBANK AD (the BANK) provides technical possibility to the CLIENT to receive information on the condition and movements on his/her banking accounts, as well as to order electronically through an electronic banking payment order operations in local and foreign currency from them. The BANK shall retain its right to amend the technical procedures for BULBANK ONLINE service in case of innovations, legal changes or for security reasons. For all changes the BANK shall notify the CLIENT, distributing the updated General terms and conditions through its electronic channel and on its cash desks. In case the changes are not related to the present GTC, the Bank may notify its clients, publishing information on the web-site of the service.
 2. BULBANK ONLINE Service provides possibility to the CLIENT to use the following products and services of the BANK:
 - 2.1. Information about balances, movements and turnovers on accounts (current accounts/ card accounts/ savings/ overdraft accounts).
 - 2.2. Information about exchange rates
 - 2.3. Management of personal information
 - 2.4. Export of data
 - 2.5. List with contracting parties
 - 2.6. A copy of incoming/ outgoing intra-banking transfer via SWIFT
 - 2.7. Payment orders in local currency
 - 2.8. Payment orders in foreign currency
 - 2.9. Cash collection in local currency
 - 2.10. Currency exchange, etc.
 - 2.11. Access to information on balances and movements on the subscribed accounts through telephone, but without a possibility for performing payment operations.
 3. To use the service BULBANK ONLINE, the CLIENT shall have an open current account/s with the Bank.
 4. The BANK sets the following minimum technical requirements to the CLIENT for the use of BULBANK ONLINE service.
 - Computer configuration, which allows the installing of an operational system, usable for the purpose of the service;
 - Access to Internet
 - Usable web browser - MS Internet Explorer 8 or Mozilla Firefox 3.0 or higher versions. It is possible that older versions of the above web browsers or other non-mentioned here browsers could not work properly with the service.
 5. The BANK shall have the right to impose restrictions and additional requirements for performing operations through the service BULBANK ONLINE, arising out of the requirements of the effective legislation and the maintaining of the needed security of the information system.
- expressed an explicit wish for ordering payment operations through BULBANK ONLINE Service, the CLIENT shall sign and attach a Request for rights of disposal on accounts. The above shall be an inseparable part of the Application for use of the service and of the concluded agreement for providing BULBANK ONLINE service.
- 6.2. The CLIENT may submit an Application for use of the service as per a template of the BANK via the Client site of the service, as well.
 - 6.3. The CLIENT shall sign an Agreement for providing BULBANK ONLINE service.
 7. The contractual relations between the BANK and the CLIENT regarding the use of the service shall be settled by the Agreement for providing BULBANK ONLINE service, the present GTC, the specific requirements, stated by the CLIENT under the Application for use of the service, the effective Tariffs of the BANK for individuals, respectively - for legal entities and sole proprietors (hereinafter referred to the Tariffs of the BANK), The Framework Agreement for Payment Services, together with its appendices, the terms and conditions and the instructions for use of the service, published at the site of the service on <https://online.bulbank.bg>.
 8. The use of BULBANK ONLINE service shall be initiated on the grounds of the concluded Agreement for BULBANK ONLINE service, from the date of receipt by the CLIENT or by his/her proxy, respectively of a user name and a password in a sealed PIN envelope. The BANK shall identify and register the CLIENT pursuant to a procedure established by it.
 9. For the needs of use of BULBANK ONLINE service, the BANK and the CLIENT shall accept the following definitions of the terms, stated below:
 - 9.1. Profile / User's profile/ Client's profile: an individual entry in BULBANK ONLINE system, created for every individual, having rights of disposal on a specific account/ accounts of the Bank Client. To enter a profile of a CLIENT, one should use a unique combination of a user name and a password. A Client profile is created pursuant to a procedure, defined by the Bank, upon submitted written Application for use by the CLIENT;
 - 9.2. A user name - a unique combination of letters, digits and symbols, which serves to identify the user and to provide him/her with access to the service;
 - 9.3. A password - a unique combination of letters, digits and symbols, which serves for identification of the user and only combined with a specific user name ensures him/her access to the service;
 - 9.4. A digital /software certificate - an application certificate issued by the Bank pursuant to a procedure established by it. The Certificate shall be ordered and used only by a specific Client profile, serves only for the needs of BULBANK ONLINE service, unless otherwise agreed in writing between the BANK and the CLIENT.
 - 9.5. Universal electronic signature (UES) - a universal electronic signature, issued by a supplier of certificate services, pursuant to the Law on Electronic Documents and Electronic Signature (LEDES)
 - 9.6. sms-password; a short message, containing a unique combination of symbols. It is sent to a registered in the Client profile local mobile subscription number. It serves for one-off confirming of a payment order. It is entered by the Client before sending the payment order for execution.
 - 9.7. Sms-notification upon entering the system, upon signing and movement on an account: Informative notifications, generated by the system, indicating the type of the operation and the

II. EFFECTIVENESS AND ACCESS

6. In order to use BULBANK ONLINE service:
 - 6.1. The CLIENT shall deposit a filled-in Application for use of the service as per a sample of the BANK. In case the CLIENT has

- date and time of its performing. They shall be sent to a registered in the Client profile local mobile subscription number.
- 9.8. Proxy/user - an individual, registered in BULBANK ONLINE service with rights defined by the holder of the accounts and stated in the application for the service.
10. In case the Client wants to use the functionality for ordering bank operations, the following combinations of means of identification and signing/authorization in the service BULBANK ONLINE are possible, whereby the Bank shall define the minimum requirements about the appropriate combinations of the means of identification or confirmation of a specific payment order, whether payment order or an order, related to another kind of service, offered through BULBANK ONLINE.
- (1) User name, password and a digital certificate, issued by the BANK.
 - (2) User name, password and a digital certificate, combined with a sms- password. Restrictions are possible upon the delivery of the sms-password, against subscribers of local and foreign mobile operators.
 - (3) User name, password and a universal electronic signature.
 - (4) The BANK shall retain its right to change the means of identification and their possible combinations, notifying its clients via the site of the service or in any other suitable way, including by calling them to appear in person in the Bank and to receive the new means of identification.
11. The Client shall be responsible at his/her own expense and he/she shall be bound by all his/her actions and the consequences of them, performed in his/her name after receiving access to BULBANK ONLINE service on the basis of a positive electronic identification. Its use by the Client, in compliance with the procedure, established by these terms and conditions, shall certify the truthfulness, the authenticity of the ordered operations and the undertaking of their consequences.
12. The Client may submit to the Bank an application for registration of persons, authorized by him to use BULBANK ONLINE service.
13. All operations, performed in the name of the CLIENT through BULBANK ONLINE service, after receiving the means of identification shall be considered valid signed written statements (electronic documents), binding for the Client. The electronic use of the digital certificate, the sms-password, the universal electronic signature or the combination of them have the effectiveness of a legally valid signature laid by a person with rights of disposal on the accounts of the client with THE BANK within the meaning of the effective legislation and shall certify the truthfulness and the authenticity of the electronic statement for the ordered operation.
17. The instructions and the orders, which the CLIENT gives to the BANK shall clearly, intelligibly and precisely state the kind of the requested operation and shall set forth the whole information, needed for its execution, with all parameters of this information, pursuant to the established standards for performing a transaction of the respective kind.
18. The CLIENT shall order payments from the accounts indicated in his/her Application for use with the BANK, in accordance with the restrictions, defined under the Application, if any, and up to the limit of the cash available on the accounts, unless if with the consent of the BANK the Client is entitled to perform payments in overdraft conditions.
19. The CLIENT shall be obliged to have at his/her disposal on his/her accounts with the BANK sufficient funds for covering all of his liabilities, emerged during the process of use of banking services via BULBANK ONLINE, incl. for covering the fees and commissions DUE AND PAYABLE to the BANK.
20. The BANK shall perform foreign payments, ordered by the CLIENT electronically, pursuant to the effective regulations and the procedures, established by the Bank.
21. The working hours of BULBANK ONLINE are 24 hours a day. The date of the business day shall be changed in 8 o'clock BG time at the beginning of every business day. The working hours, the debit and credit dates of value upon the processing of payments shall be defined under the Framework Agreement for Payment Services and its appendices.
22. Payment orders, initiated with current date of execution shall be accepted after the elapsing of the working hours (until the end of the current business day), but shall be processed with the date of the following business day.
23. Payment orders with date of execution before the current date shall not be accepted.
24. In case the BANK receives from the CLIENT an order for performing a payment, it shall perform it, unless:
- 24.1. The payment order has not been entered in compliance with the standards of the systems for servicing intra-banking transfers;
 - 24.2. There is no cash available on the account of the CLIENT or it has been distrained, pursuant to the established regulations or in accordance with the provisions of an agreement, as well as in case no declarations and/or certificates or any other documents have been presented as a precondition for the execution of the order.
25. Upon orders for payment of labour remunerations and related with them cash compensations, the Client shall be obliged to present with the Bank before generating the order via BULBANK ONLINE, the needed documents, as follows:
- A payment order for paying the insurance contributions and
 - A declaration from the Insurer, claiming that the insurance contributions have been paid-in on those funds for state public insurance, for health insurance and for the additional pension insurance.

III. BANK OPERATIONS

14. All ordered bank operations in BGN and foreign currency via BULBANK ONLINE shall be performed pursuant to the procedure, the terms and conditions defined under the effective regulations, the present General Terms and Conditions, the Framework Agreement for Payment Services 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 perform only orders, regular in form and contents and in compliance with the effective legislation.
16. The BANK shall not be liable for payment orders, received via BULBANK ONLINE service and automatically processed, being subject to processing of specific kind, due to incomplete, insufficient or inaccurate data, provided by the CLIENT.
- In case of breach by the CLIENT of the present terms and conditions, he/she shall pay to the BANK a penalty, amounting to the funds, paid by it, pursuant to the established under the Social Security Code, together with the statutory interest until the date of the refunding.
26. Using BULBANK ONLINE service, the CLIENT shall provide his/her unconditional consent and shall entitle the BANK to enter electronic notifications for the respective payment orders with the systems for servicing intra-banking payment orders - BISERA and RINGS, in his/her name and at his/her expense, in accordance with the data, which the BANK receives from the CLIENT in electronic way.
27. The above authorizing shall be effective for the time of use of the service BULBANK ONLINE from the CLIENT. Upon termination of the use of BULBANK ONLINE service, it shall be considered withdrawn.

This authorizing shall be considered withdrawn in case of blocking the access to BULBANK ONLINE service, as well, performed in compliance with the terms and conditions of item 37, until the subsequent unblocking of the access.

28. The Bank shall have the right to reject to perform an operation, requested from the CLIENT, in case this request breaches the effective regulations, the effective General Terms and Conditions, the Framework Agreement for Payment Services or the internal regulations of the Bank, or if it has not been regularly formed with all the requested parameters, appendices, certificates and declarations.
29. Upon incorrect execution through the fault of the BANK and/or wrongly deduced fees and commissions, the CLIENT may raise claims against the performed operation in one month from the date of execution of the operation, pursuant to the Framework Agreement for Payment Services.
30. The BANK shall establish the authenticity of the operation, its correct registration and booking and shall respond in writing to the CLIENT in 20-day term from the date of receipt of his/her written objection with the BANK.

IV. SECURITY

31. The CLIENT shall be obliged to keep in secret all of his/her means of electronic identification for BULBANK ONLINE service, which shall be used only and exclusively from the persons with rights of disposal on his/her accounts and right of access to BULBANK ONLINE service, establishing such terms and conditions that exclude every possibility of illegal access. The risk and the responsibility upon non-observing the secret of the means of electronic identification shall remain at the expense of the CLIENT, who uses BULBANK ONLINE service.
32. The Client shall be obliged to ensure and guarantee the access to BULBANK ONLINE service, the entering and the electronic signing of the payment orders and other statements through the system only by persons, authorized by him/her with rights of disposal on his/her accounts.
33. The CLIENT shall be obliged to ensure that the persons authorized by him/her having means of electronic identification for BULBANK ONLINE service shall observe these GTC, the rules for preserving the secret of the means of electronic identification, the obligation not to create possibilities for their acknowledging by third parties and the immediate notifying of the Bank upon the smallest risk from illegal access to the means of electronic identification.
34. In case a reasonable doubt arises that the means of electronic identification have become known to other not-authorized persons and have been obtained by those, the CLIENT shall be obliged to ensure their amendment, cancellation or blocking, immediately notifying the BANK of this via the phone and afterwards in writing, as well, with the purpose of blocking the access to BULBANK ONLINE service. The Bank shall not be liable for the possible unfavorable consequences, occurred as a result of the finding out and obtaining from persons, non-authorized by the CLIENT of the means of his/her electronic identification, occurred before the notification and as a result of suspended accounts.
35. The BANK may block the access to BULBANK ONLINE service of every person, who with his/her actions breaches the requirements of the effective regulations, as well as of these GTC.
36. The CLIENT shall have the right to order the blocking of his/her right of access to BULBANK ONLINE service through a written order, at any time, without being obliged to state a specific reason, completely or for every one person, authorized by him/her. The BANK shall have the right to block a CLIENT profile upon any doubts for illegal access and use of the means of identification, of which it shall notify the CLIENT. The BANK shall recover the access to the Client profile after receiving a request from the CLIENT about this, pursuant to a procedure, defined by the BANK.

V. RESPONSIBILITIES

37. Upon execution of the orders of the CLIENT, the BANK shall not be responsible for monitoring the legal compliance of the deals, unless otherwise has been stipulated under the regulations.
 - 37.1. The data, received electronically by the BANK shall be always considered effective, irrevocable statements of the CLIENT, the consequences of which shall be unconditionally binding for him/her, whereby the BANK shall not be liable for any damages and missed benefits from their execution.
38. The CLIENT shall be responsible for all unfavorable consequences, which have arisen out of a wrongly or incorrectly submitted order. The BANK shall not be liable for any consequences, arisen out of wrong, illegal and/or incompetent use of BULBANK ONLINE service, incl. upon illegal access to it.
39. The BANK shall not be responsible for the illegal actions of third parties, with which they have inflicted damages to the CLIENT through the use of BULBANK ONLINE service, due to non-fulfillment of the Agreement and the present GTC by the CLIENT.
40. The Bank shall not be held responsible for a delay of a payment order, due to errors made in the payment orders or in the cases under item 16, neither for any kind of damages or missed benefits, occurred as a result of such delay or non-fulfillment of the payment orders.
41. The BANK shall not be held responsible for any damages and missed benefits, as a result of or in relation with any inaccuracies or errors upon transferring the information; technical problems, as well as upon force major circumstances, with the exception of the cases of guilty and illegal performance on behalf of the BANK.

VI. FEES AND COMMISSIONS:

42. For the use of the service BULBANK ONLINE the CLIENT shall pay to the BANK a monthly fee, as defined under the Tariffs of the BANK. The fee shall be automatically collected from the account, indicated by the Client in the Application for use. The fee shall be payable for the month during which the CLIENT filed a request for termination of the service. In the cases when the Client uses services as sms password, sms-notification upon login to the system, upon signing or generating a movement on the account, he/she shall pay additional fees, pursuant to the Tariffs of the BANK, which shall be collected from the account, indicated in the Application for use. A fee shall be due and payable also in the case of a forgotten user name or password by the CLIENT or by any of his/her proxies.
43. In case the cash available on the account, indicated by the CLIENT is insufficient for covering the liabilities to the BANK or upon closing the account, the BANK shall retain its right to unilaterally collect the due and payable fees from other accounts of the CLIENT with it, pursuant to the procedure on automatic collection of amounts.
44. The BANK shall have the right to collect automatically the due and payable to it from the CLIENT fees and commissions from all of his/her accounts opened with it, pursuant to Ordinance No 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and the Use of Payment Instruments, for which the CLIENT shall provide his/her unconditional and irrevocable consent, authorizing the BANK to debit his/her account/s with the due and payable amounts from the CLIENT, upon accepting the present GTC.
45. For the use of the banking services, mentioned under item 2 of these GTC via BULBANK ONLINE, the CLIENT shall pay to the BANK fees and commissions in amounts, defined under the Tariffs of the BANK. The BANK shall have the right to modify the Tariffs at any time, for which it shall notify the CLIENT by displaying information in its halls or in other way, defined by it.

The present General Terms and Conditions were approved on the grounds of a Decision of the MB of the Bank, Minutes No 19, dated 28th April 2010 by the competent authority of the Bank, effective since 14th June 2010.

VII. TERMINATION

- 46. The contractual relations between the BANK and the CLIENT, established under the Agreement for providing BULBANK ONLINE service and the present GTC may be unilaterally terminated by any of the parties with a 1-month written notice, as of the date of the post stamp on the notice for its sending to the other party. The termination of the contractual relations shall not release the parties of their obligations under the Agreement, which have occurred before the termination.
- 47. The use of BULBANK ONLINE service may be unilaterally terminated by the Bank without notice in the following cases:
 - 47.1. Upon non-fulfillment of any of the liabilities under these GTC on behalf of the CLIENT;
 - 47.2. Upon termination of the Framework Agreement for Payment Services;
 - 47.3. Upon closing of all accounts of the Borrower.
 - 47.4. Upon death of the CLIENT - individual.
 - 47.5. In case the service has not been used by the CLIENT for a period of over 2 years.
 - 47.6. Upon initiation of insolvency or liquidation proceedings, transformation or winding-up of the legal entity of any of the parties.
 - 47.7. In case the CLIENT does not provide the necessary amounts for the monthly service fee at the end of a period of two successive months.

On the grounds of art. 298 of the Commerce Act, hereby I declare that I am acquainted with these General Terms and Conditions, they have been delivered to me by the Bank on the date, stated below and I accept them as a reason for my contractual relations with the Bank with regard to the service for electronic banking BULBANK ONLINE.

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.....

(Handwritten full name of the Company of the sole proprietor, the full name of the individual and its capacity)

.....

(Handwritten signature and date)

VIII. Supplementary terms and conditions:

- 48. The BANK may change these GTC at any time, for which it shall notify the CLIENT at least 1 (one) month beforehand by displaying information in its halls, by sending an electronic mail or in any other way, defined by it. Always upon use of a banking service by the CLIENT via BULBANK ONLINE service, the notifying of the CLIENT about the changes in the GTC shall be considered acceptance of these modifications by him/her.
- 49. By signing the Agreement for providing Bulbank Online service, the CLIENT confirms that he/she has voluntarily provided his/her personal data and the data of the persons authorized by him/her and gives his/her explicit consent for the Bank to keep, process and use his/her personal data and that of the authorized by him/her persons, providing his/her consent and authorizing the Bank to provide information, which is bank secret or personal data of the CLIENT and the authorized by him/her persons 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 case these belong to the same banking group or are related to the Bank by virtue of the applicable law, including for the purposes of offering bank products and services and conducting surveys on the products and services, offered by the Bank.
- 50. For any issues that have not been settled herein, the provisions of the effective legislation shall apply.

The present GTC have been drawn up on the grounds of art. 298 under the Commerce Act. They are inherent and inseparable part of any Application for subscription to services and the amendments to it, together with the Agreement for providing of BULBANK ONLINE service, concluded on the grounds of it and shall be considered in their integrity as one whole document.