TERMS AND CONDITIONS for Using Secure Online Payments Service with a Bank Card for business clients (Terms and Conditions)

1. Definitions within the meaning of these Terms and Conditions

A. Verified by Visa (VbV) and MasterCard SecureCode - programs of the international card organizations Visa International and MasterCard Worldwide (for MasterCard and Maestro cards) for identifying an Authorized Bank Cardholder at the time of performing transactions with online merchants which participate in the programs.

B. **Secret password** – a succession of symbols chosen personally by the authorized bank cardholder, serving for identification of the Authorized Cardholder and confirmation of transactions with online merchants, which participate in Verified by Visa and MasterCard SecureCode Programs.

C. **Reminding question** – chosen by the Authorized Cardholder upon registration for the service and the answer to that question is used for unblocking of the secret password.

D. **Personal message** – chosen by the Authorized Cardholder upon registration for the service and visualized every time upon payment with online merchants which participate in the Verified by Visa and MasterCard SecureCode programs.

E. **Profile of the Authorized Holder** – it is created by the Authorized Holder when making the online registration for the Secure Online Payments service on the website of the Bank.

F. Activation During Shopping (ADS) – the method of registration of the bank card for the Secure Online Payments service by the Authorized Holder at the time of making the online purchase from online merchants participating in the Verified by Visa and MasterCard SecureCode programmes.

2. General dispositions

These Terms and Conditions supplement the Agreement and the General terms and conditions for credit/debit card for business clients related to provision of additional service "Secure Online Payments" with bank card.

UniCredit Bulbank AD provides to its Authorized Holders the possibility to include their international bank card bearing the logo of Visa, Visa Electron, VPAY, MasterCard and Maestro in the programs for identifying a Verified by Visa or MasterCard SecureCode Authorized Holders for performing transactions via the Internet in a secure manner.

The terms and conditions for using the Secure Online Payments service enter into force as of time of submitting the Request for participation to the service at a branch of the Bank or via Bulbank Online or as of the time of registering the service at an ATM or the time of registering the service during shopping - Activation During Shopping and are in force until the termination of the Authorized Holder's participation in the service.

3. Rights and obligations of the Bank

3.1 The Bank accepts only Requests for registration for the Secure Online Payments service that have been fully, correctly and signed personally or by digital certificate by the authorized holders of cards that bear the logo of Visa International, Maestro and MasterCard Worldwide and are the subject to registration.

3.2 The Bank does not bear responsibility for the correctness of the Authorized Holder's contact details as filled in the Request.

3.3 The Bank may refuse acceptance of Requests for registration for Secure Online Payments service if the Authorized Holder's data as filled in the Request differ from the data in its information systems unless the latter are out-of-date and the Authorized Holder submits the respective Request for change of parameters.

3.4 When accepting the Request for registration for Secure Online Payments service by a Authorized Holder in a branch of UniCredit Bulbank AD or via Bulbank Online, the Bank is obliged to provide to the Authorized Holder a one-time free-of-charge interim password. The interim password is valid for a period of 24 hours from being sent and may be used only by the Authorized Holder for registration of the card for the service. The client receives the first part of the interim password on the email address provided by the cardholder in the Request and the second part via SMS on the mobile number provided in the Request.

3.5 When registering for the service via ATM the client can receive a real or an interim password which is printed on a slip and is a 9-digit code. The card may be registered for the service only on ATMs which give this service as an option and in order to do so, after inserting the card the Authorized Holder has to choose from the menu Other Services -> Online Payment -> Verified by VISA/MasterCard SecureCode and choose one of these two options:

- registration and password acquisition – the ATM prints a slip with the 9-digit code password and the card is registered for the service. This password enables online shopping. If the ATM encounters a problem with printing the slip, the inability for a repetition of the function is compensated via doing the function Change of Password on another ATM, which gives the Authorized Holder his/her password;

- interim registration password – the ATM prints on a slip an interim password (9-digit code), through which the Authorized Holder can subscribe to the service. This function can be repeated.
3.6 The Bank undertakes to put on its official web page links and references enabling the Authorized Holder to make an on-line registration for the service and to create his own client profile.

3.7 If the secret password is entered three times incorrectly and/or the reminding question is answered incorrectly, the Bank blocks the access to the service of the Authorized Holder.3.8 In case of a forgotten secret password and/or answer to the reminding question the Bank undertakes, once the Authorized Holder has submitted a new Request for Registration for the Secure Online Payments service, to provide a new interim password for registration against payment of a fee as per the effective Tariff of UniCredit Bulbank.

3.8.1.When an ATM is used, the following should be selected on the menu: "Other services ->Online Payment->Verified by VISA/ MasterCard SecureCode" ->Change Password. Performing this function, the Authorized Holder will receive a new password (9-digit code), printed on the ATM slip.

3.9 The Bank is entitled not to accept for processing a deposited payment claim, if it is not fully compiled with the necessary documents or has been submitted after the deadline under Item 4.8.3.10 The Bank is obliged to inform the Authorized Holder in writing about the causes for rejection under the conditions of the above item.

3.11 The Bank may collect from the Authorized Holder a fee for ungrounded claim as per the Tariff of the Bank where the reasons for the dispute are proven ungrounded.

3.12 The Bank is obliged to inform the Authorized Holder in writing about the fact that his/her claim is groundless and why it is groundless within the meaning of the above item.

3.13 The Bank is obliged to accept the registration of the card for the service made at ATM or at the time of making a purchase online on the websites of online merchants participating in the Verified by Visa and MasterCard SecureCode programmes - Activation During Shopping.

4. Rights of the Authorized holder

4.1 The Authorized Holder has the possibility to register his/her bank card for the Secure Online Payments service only within the validity of the interim password provided to him/her by the Bank.

4.2 In case the Authorized Holder fails to register his/her bank card for the Secure Online Payments service within the validity of the interim password, he/she has the right to:

submit a new Request to the Bank which will issue and send to the email address and the mobile phone number provided by him/her the two parts of a new interim password for registration.
register at an ATM which provides this service.

Generating and sending any interim password after the initial one is chargeable as per the effective Tariff of UniCredit Bulbank.

4.3 The Authorized Holder must create his/her personal secret password, reminding question and personal message, in order to be able to confirm transactions with Online merchants which participate in the Verified by Visa and MasterCard SecureCode programs.

4.4 The Authorized Holder is entitled at any time to change via the on-line profile his/her secret password, reminding question, personal message and email address. The change of these parameters via the online profile is free-of-charge for the Authorized Holder.

4.5 If a personal secret password is entered incorrectly three times, it is blocked. The Authorized Holder may create a new one only after answering correctly to the reminding question defined in advance during the registration for Secure Online Payments service. The creation of a new password under the above circumstances is not chargeable by the Bank.

4.6 If the answer to the reminding question is forgotten or a wrong answer is entered, the Authorized Holder's profile for using the Secure Online Payments service is blocked. The Authorized Holder is entitled to register his/her card again for the service after submitting a Request for registration for the Secure Online Payments service via an ATM or in a branch of UniCredit Bulbank AD. For processing of that Request the Bank charges the due fee as per the effective Tariff of UniCredit Bulbank.

4.7 The Authorized Holder may, via his/her online profile, receive information whether he/she has been successfully authenticated with a secret password about his/her purchases and unsuccessful attempts for transaction at online merchants.

4.8 The Authorized Holder may deposit a claim for effected payment with an online merchant which participates in the Verified by Visa and MasterCard SecureCode programs, not later than 30 (thirty) calendar days from the date of payment.

4.9 The Authorized Holder may at any time through his/her online profile terminate his/her participation in the Secure Online Payments service. In case the online profile is blocked due to forgotten secret password/answer of the secret question, the cardholder can file a written request in open format at a bank branch for cancellation of his/her participation within the service.

5. Obligations of the Authorized Holder

5.1 When using the card for making online payments for goods and services the Authorized Holder is obliged not to disclose the card information to unauthorized persons, including to register his/her Visa and/or MasterCard for the Secure Online Payments service by one of the channels provided by the Bank:

- submitting an application at a branch of the Bank or via Bulbank Online;

- registration at ATM which allows this option;

- registration at the time of payment (Activation During Shopping) on the website of an online merchant participating in the Verified by Visa and MasterCard SecureCode programmes.

The provisions of art. 5.1 are not mandatory for VPAY, Visa Electron and Maestro cards.

5.2 The Authorized Holder undertakes to register personally his/her bank card as stated in the Request for registration for Secure Online Payments service, at ATM or at the time of making a payment on the websites of online merchants - Activation During Shopping and personally to create his/her profile using the references published on the official webpage of UniCredit Bulbank.

5.3 The Authorized Holder undertakes to keep his secret password, answer to the reminding questions and personal message with the care of a good keeper undertaking all the necessary actions against disclosing them to other people or being used by other people.

5.4 The Authorized Holder is obliged not to provide information about his/her personal secret password and/or reminding question, regardless the source, the occasion and the manner in which the inquiry has been received, except in the cases of effecting payments on the sites of merchants participating in the Verified by Visa and MasterCard Secure Code programs, where the entering of the secret personal password is done after visualization of the personal message, created by the cardholder during the creation of the personal profile upon registration of the card for the Secure Online Payments Service.

5.5 The Authorized Holder is obliged not to keep information about his/her personal password and/or reminding question together with the card or on it.

5.6 The Authorized Holder is obliged to use his/her personal secret password and/or reminding question only personally.

5.7 The Authorized Holder is obliged to immediately inform the Bank upon compromising or suspected compromising of his/her secret password and/or answer to a reminding question.

5.8 The Authorized Holder is obliged to immediately inform the Bank upon inquiries about his/her personal password, reminding question and/or personal message, received from any source, communication method and on any occasion, other than payment on the webpage of an Online merchant and after visualization of the personal message.

5.9 In case of dispute about the specific conditions of the purchase of goods and/or services, terms for delivery, prices, warranty terms, insurances, etc., the Authorized Holder is obliged to contact the merchant directly about its resolution.

5.10 Where consent on the above disputes is not possible to reach and a written claim of the payment with the Bank is deposited, the Authorized Holder is obliged to compile it with the full information and documents about the order, the merchant's general terms and conditions effective at the time of making the order, the full correspondence with the Online merchant in relation to the order and the following dispute settlement attempts between the Authorized Holder and the merchant. The documents with which the claim is compiled must be submitted by the Authorized Holder together with a translation into Bulgarian and/or English in a branch of the bank.

6. Responsibilities of the parties

6.1 The entering of correct secret password and/or answer to a reminding question has the legal effect of an entered PIN code. Any transaction with online merchant, confirmed through a secret password is accepted as effected by the Authorized Holder, with his/her knowledge, participation and/or consent or as a consequence from his gross negligence related to safe-keeping the secret of the secret password and/or answer to a reminding question.

6.2 The Bank is not responsible for any losses caused to the Authorized Holder by unlawful use of his/her card for transactions with online merchants as a result of a secret password and/or answer to reminding question becoming known to other persons, if prior to being informed by the Authorized Holder the Bank has effected in good will and booked the operations ordered with the card and the personal secret password. The Bank is also not responsible for any case of Authorized Holder's behaviour caused by wilful intent or gross negligence, as a result of which a third party has disposed of the card limit due to the fact that the Authorized Holder has allowed

for the third party to have access to the card and the personal secret password of the Authorized Holder. Any damages from such transactions are for the account of the Authorized Holder.

6.3 The Bank is not a party to the purchases made by the Authorized Holder and does not bear responsibility upon any disputes whatsoever regarding the conditions of purchase, delivery, quality and quantity, prices, warranty terms and conditions, etc.

6.4 The Bank does not bear any responsibility for any direct or indirect losses for the Authorized Holder, non-effected transactions, profits foregone, loss of data, etc. that have occurred as a result of the use of the Secured Online Payments service.

7. Policy of bank secrecy and information confidentiality

UniCredit Bulbank AD undertakes to guarantee the privacy of the personal data provided by the users through forms or electronic correspondence.

The email address provided in the Request for registration for the Secure Online Payments service will be used for sending the first part of the interim password for registration in the service and for other messages by the Bank.