

# GENERAL TERMS AND CONDITIONS FOR BANK CARDS FOR INDIVIDUALS AND FOR PROVIDING PAYMENT SERVICES BY CARD AS AN ELECTRONIC PAYMENT INSTRUMENT

## Section I. DEFINITIONS

1. Pursuant to these General Terms and Conditions (GTC), the terms and abbreviations listed below shall have the following meaning:

**Bank card (Card)** - A bank card (debit/credit) for individuals, hereinafter referred to as Card, is an electronic payment instrument through which UniCredit Bulbank AD (the BANK) entitles its customers within a fixed term to make payments up to the actual amount of their available own funds on a current account as well as up to an agreed credit limit (for credit cards only) authorized by the Bank.

**Main debit/credit card** - A card issued to the Authorized Holder (the Account Holder of a current/card account).

**Additional debit/ credit card** - A card issued at the request of the authorized main card holder (account holder) related to the same account of the account holder and subordinated to the main debit/ credit card.

**Authorized Holder of the Main Card** – a local or foreign legally capable individual holding the account servicing the card who assumes obligations for the payment of fees and any debt arising from using the Card/s and with whom the Bank concludes a Debit Card Agreement/ Credit Card Agreement.

**An authorized holder of an additional card** is the person specified by the authorized holder of the main card to whom the Bank issues additional debit/credit cards according to these General Terms and Conditions.

**The Account** is a current account maintained in the name of the Authorized Holder of the Main Card. Transactions made with the card – payments and proceeds from the International Card Organizations as well as fees, commissions and interests thereon, payable by the Authorized Holder, will be registered on the account. The Bank shall open the Account on the instructions of the holder. The relations between the parties in relation to the Account are governed by the GTC of the Bank for opening, maintaining and closing of bank accounts of individuals and for provision of payment services and instruments.

**Card account (CA)** – is a repayment account in the name of the Authorized cardholder of the main credit card for repayment of all or part of the due amounts to the card. The authorized cardholder can also deposit to the CA own funds on top of the Credit limit which could be accessed via the Card. In the CA are accounted the operations made with the card – payments and deposits by the International Card Organisations as well as the due as a result of them fees, commissions and interests accrued payable by the Authorized cardholder. The Bank opens CA upon request by the titular which is treated as initiated with the act of signing of an Application for issuing of a credit card. The relations between the parties are postulated in the current General Terms and Conditions for bank cards for individuals and for providing payment services by card as an electronic payment instrument.

**Unauthorized overdraft** – In the cases when the available balance is exceeded, the excess amount shall be considered utilized, unauthorized overdraft on which an interest shall accrue.

**Interest rate on unauthorized overdraft** - The interest rate accrued on the amount of the used unauthorized overdraft on debit cards.

**Cash M transfer** is a service which allows the Authorized Holder to transfer funds in BGN from his/her Account to another person through an ATM which supports the service. The beneficiary can withdraw the amount from an ATM within 7 (seven) days from the transfer by selecting the service "Cash M transfer".

**Cash deposit (deposit operation)** – A service which allows to deposit cash on a Card at the Bank's ATMs supporting this service. The deposit can only be in BGN and the maximum amount per transaction is 90 banknotes of BGN 100, and the minimum is 1 banknote of BGN 5. The deposit is registered on the account of the card by which performing the operation, according to the time periods under section V, 2.1.3., while if the card is in a currency other than BGN the account shall be credited in

the currency of the card by applying the current "teller desk FX selling rate" at the time of booking the transaction.

**Cash back** – Payment at a POS terminal at a retail store with receiving cash back – by V PAY, Visa Electron, Visa, Maestro, Debit MasterCard at retail stores on the territory of Bulgaria;

**Imprinter** - a mechanical device for making payments for retail goods or services through imprinting the bank card on special notes for payment purposes

**ICO** - International Card Organizations: VISA and MasterCard.

**Contact payment** – The card is swiped through a magnetic stripe reader or is inserted in a chip reader of a POS terminal or an ATM.

**Contactless payment** – the card touches a POS device with the PayPass or PayWave logo.

**On-line payment mode** – payment with a bank card at a terminal device (POS/ ATM/ Internet - virtual POS), in the course of which information is sent for authorization to the authorization system of the Bank which has issued the card.

**Off-line payment mode** – payment by a bank card at a terminal device (POS/ ATM/ Internet - virtual POS), in the course of which information is not sent for authorization to the authorization system of the Bank which has issued the card.

**Call Centre** – a 24-hour information centre for customers of the Bank.

**SMS notification service** – sending information to the authorized cardholders about the payments made with the cards subscribed for this service and the funds available on them. The provider of the service is Datamax AD;

**Mobile Operator** - a company providing telecommunication services mainly through a wireless technology on the territory of the Republic of Bulgaria;

**Bank** – UniCredit Bulbank AD – a provider of a payment service and an issuer of bank cards;

**BORICA AD** - The Banking Organization for Payments Initiated by Cards and System Card Operator for Bank Card Payments in the Republic of Bulgaria;

**Subscription deposit** - an amount specified by the Authorized Holder of the Main Card and deposited in advance serving to pay the SMS notifications received by him/ her.

**Subscription fee for using the SMS notification service** – a fixed annual fee collected automatically by the Bank at the beginning of each one-year period.

**Secure online payments** - a service of the Bank for subscribing an authorized holder of a main or additional card for the programmes Verified by Visa (VbV) and MasterCard SecureCode (for MasterCard and Maestro) of the International Card Organizations for identification of the Authorized Holder of a Bank Card at the time of execution of transactions at online retailers, participating in the programmes.

**Secret password** – for the Secure Online Payments service it represents a set of symbols chosen personally by the Authorized Holder of a bank card which serves to identify the Authorized Holder and to confirm transactions with online retailers included in the programmes "Verified by Visa" and "MasterCard SecureCode".

**Password Security Question** – chosen by the Authorized Holder upon registration for the Secure Online Payments service. The reply to that question unblocks the secret password.

**Personal message** – chosen by the Authorized Holder upon registration for the Secure Online Payments service and visualized every time upon payment with online retailers included in the Verified by Visa and MasterCard SecureCode programmes.

**Authorized Holder's Account** – created by the Authorized Holder upon on-line registration for the Secure Online Payments service on the website of the Bank.

**Foreign Exchange Rates** – the rates of FX conversion of the currency of a transaction into the currency of the Card.

**Settlement** – Processing and booking of transactions on a Card of the Authorized Holder.

**Authorization** – an operation of approval/rejection of a card transaction.

**UniCredit Bulbank AD's PLUS Programme**, hereinafter referred to as "the Programme", is a system technically supported by the Bank in which the Bank registers for participation all active debit, credit,

main and additional bank cards issued by UniCredit Bulbank AD to private individuals, as well as the Merchants in whose merchant outlets there have been installed POS terminals of UniCredit Bulbank AD and which have concluded a partnership agreement with the Bank.

**Partner Network** - a group of Merchants which participate in the Programme and have concluded a Partnership Agreement with the Bank.

**Cardholder Points** – a fixed amount or a percentage of the purchase price or a fixed amount and a percentage of the purchase price, provided to the authorized holder upon a purchase made by a bank card at a real POS terminal in the partner network and financed by a Merchant participating in the Programme. The points have a strictly defined purpose, limited use and a measurable BGN equivalent, in a ratio of BGN 0.01 = 1 point.

**Utilization of points by the cardholder** – an overall purchase made by an authorized cardholder by using the **Cardholder Points** available on his or her customer number in the Points Storage Fund at a real POS terminal in the Partner Network. The authorized holder will have the right to use the **Cardholder Points**, available on his or her customer number in the Points Storage Fund, in the Partner Network not later than the last day of the fifth year following the calendar year in which they have been provided by a Merchant in the Partner Network.

**Points Storage Fund** – a fund administrated by the Bank and formed by the rights for participation in the Programme of existing cardholders of active bank cards issued by UniCredit Bulbank AD to individuals. The fund includes the points of the cardholders participating in the Programme, which have not expired as per item 2.5 of Section VIII of these General Terms and Conditions. The points in the storage fund will be booked individually by cardholder customer number.

**Programme Prize Pool** – a pool administrated by the Bank and formed by the rights for participation in the Programme of current and former holders of bank cards issued by UniCredit Bulbank AD to individuals. The pool includes:

- the expired cardholder points as per item 2.5 of Section VIII of these General Terms and Conditions;
- the points of private individuals who were holders of bank cards issued by UniCredit Bulbank AD but are no longer clients of the Bank;
- the points of cardholders who withdrew from participation in the Programme; and
- points of deceased cardholders.

There will be no individual reporting of the points in the Prize Pool. In the first quarter of each calendar year, the points accumulated in this pool will be distributed on a lottery basis among the holders of bank cards issued by UniCredit Bulbank AD to individuals, participating in the Programme, and the first lottery will take place in the first quarter of 2018.

## **SECTION II. Subject**

These General Terms and Conditions for bank cards for individuals and for providing payment services by card as an electronic payment instrument, hereinafter referred to as the General Terms and Conditions, shall govern the relations between **UniCredit Bulbank AD**, registered in the Registry Agency, UIC 831919536, with registered seat and management address: 7 Sveta Nedelya Sq., area "Vyzrajdane", Sofia, website: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), carrying out banking activity under the supervision of the Bulgarian National Bank on the grounds of licence PД22-2249/16.11.2009 (hereinafter referred to as "the Bank") and the customers – individuals in relation to the opening, servicing and closing of Cards, as well as with regard to the payment services and instruments, which the Bank provides to its customers via bank cards as electronic payment instruments.

The General Terms and Conditions are mandatory for the customers and they constitute an integral part of the Agreement under the General Terms and Conditions for Debit Cards / the Agreement for a credit card for individuals concluded between the Bank and its customers.

The present General Terms and Conditions shall have the legal effect and consequences of a framework agreement under the Law on Payment Services and Payment Systems arrange the requirements and payment relations subject of each Agreement under the General Terms and Conditions for Debit Cards / Agreement for a credit card for individuals.

### **SECTION III. GENERAL PROVISIONS**

#### **Providing payment services by bank card as an electronic payment instrument -**

##### **1. Payment services offered by the Bank.**

At the request of the Authorized Holder the Bank issues a Card/s to an Account, for which the parties sign an agreement.

1.1. With the Card the Authorized Holder can perform the following financial operations in the country and abroad at devices with the Visa /MasterCard/Visa Electron/ V PAY/Maestro logo:

1.1.1. Payment of goods/services at a POS terminal, online or through providing card details by fax, telephone or some other means of telecommunication;

1.1.2. Payment for goods and services at retailers or cash withdrawal at a teller's desk of the bank through a mechanical device – an imprinter (not available for Maestro, Visa Electron and V PAY cards);

1.1.3. Cash back;

1.1.4. Cash withdrawal at a POS terminal at a bank office;

1.1.5. Withdrawal of cash from an ATM – most often in the local currency of the country where the operation is performed. The maximum amount of cash which can be withdrawn from an ATM shall be determined by the banks managing the devices as well as by limits on the Card;

1.1.6. Payment of bills through ATMs in the system of BORICA AD;

1.1.7. Cash deposit in the Republic of Bulgaria at an ATM offering this service, owned by the Bank supporting the service;

1.1.8. Cash M transfer in the Republic of Bulgaria at an ATM offering this service;

1.1.9. On account transfer between accounts through an ATM in the system of BORICA AD. Transfers between the Account and another current account can be made by card, as the current account shall be indicated by the Authorized Holder in advance in the application for issuance of a Maestro debit card for individuals.

1.2. The Authorized Holder can perform by card the following operations for reference as well as non-payment operations on devices with the logo of Visa/ MasterCard/ Visa Electron/V PAY/Maestro:

1.2.1. Change of PIN - at ATMs on the territory of the country with the logo of BORICA AD;

1.2.2. Statement of the balance on the Account – via ATMs on the territory of the country. For Visa cards – at devices all over the world;

1.2.3. Information about the last 5 (five) transactions - only at ATMs in Republic of Bulgaria;

1.2.4. Statement of the balance via the Call Center and in case of emergency or need for other statements related to using the card, with a code word specified in the application in advance.

1.2.5. Information for balance and transactions in an online mode by sending SMS when there is a subscription for the SMS notification service.

##### **2. Procedure for accepting payment orders and time periods for execution:**

2.1. The bank card payment transaction order of the Authorized Holder is received indirectly at the Bank electronically through telecommunication from the provider of goods, services or cash. The Bank shall execute the payment order of the Authorized Holder immediately after its receipt unless the Authorized Holder has failed to fulfill his/her obligations under this GTC.

2.2. Payment orders shall be carried out in the chronological order of their receipt by the provider pursuant to the provisions of Chapter Four of the Law on Payment Services and Payment Systems. The payment order can be executed only up to the amount of the available balance on the payment account, up to the amount of the funds provided by the Authorized Holder for execution of a payment transaction,

up to the amount of the agreed credit limit, if any, and within the transaction limits set by the provider for execution of payment transactions by a bank card as a payment instrument, as per the Bank's Tariff for individuals. The Bank shall not make any partial transfers under separate payment orders.

2.3. The consent of the authorized holder for execution of a payment transaction (payment order), or a number of payment transactions by bank card as a payment instrument can be given in writing, electronically or via a telecommunication medium. The consent of the payer for execution of a payment transaction by bank card shall be given before the execution of the payment transaction and it cannot be withdrawn.

2.4. The authorized holder can give his/her consent for bank card transactions in the following ways as per the following procedures:

2.5. by providing a Card by the Authorized Holder in order to carry out the respective payment service and:

2.5.1. by entering and/or registering card details online by the Authorized Holder - bank card number, expiry date of the bank card, CVV2/CVC2 code (the three digits printed on the reverse side of a payment instrument following the last 4 digits of the number of the payment instrument), password for Secure Online Payments;

2.5.2. by providing card details to the provider of goods and/or services and authorization of the latter to use them for payment from the Authorized Holder by fax, telephone or some other means of telecommunication - number and expiry date of the bank card, CVC2/CVV2 code.

### **3. Fees, commissions, interest rates and exchange rates in relation to card payment services**

3.1. The changes in interest rates and exchange rates can be applied immediately and without giving a two-month notice provided that the changes are based on the reference interest rate or the reference exchange rate. When the changes in the interest rates or exchange rates are more favourable to the authorized holder, they shall be applied without any preliminary notice by the provider.

3.2. Upon termination of the agreement the Authorized Holder shall pay the due card payment service fees under the agreement, accrued from time to time, in proportion to the expired period of effect of the agreement. If such fees are paid in advance, they shall be reimbursed in proportion to the period of the termination.

3.3. The fees and the commissions as well as the limits and the conditions for debit/credit card issuing and payment servicing are set in the Tariff of the Bank for individuals, applicable in the particular period of their accrual.

### **4. Method of Communication between the parties**

4.1. Any communication between the parties under this GTC shall be in Bulgarian or English.

4.2. The parties shall communicate with each other in writing, including also by using means of telecommunication - fax or via electronic channels.

4.3. Any messages relating to the performance of this framework agreement shall be in writing or on some other permanent storage medium. They shall be delivered to a physical address, sent by fax or email or some other electronic channel, published on the website of the Bank or provided upon request at a bank branch.

## **Section IV. ISSUING AND USE OF THE BANK CARD**

### **1. Bank card issuing and renewal**

1.1. The Bank shall issue a main or an additional card to the Authorized Holder/s and open an account to the main card based on a written application and submitted documents. The Bank shall issue a card in accordance with the effective legislation of the Republic of Bulgaria, the GTC, the Tariff of the Bank

for individuals and the particular agreement. As an exception the Bank can issue an additional card to a minor at the request of the main authorized holder.

1.2. The Bank shall issue and give the card personally to the authorized holder on the grounds of an account opened in his/her name in BGN or foreign currency (US dollars/ Euros);

1.3. The authorized holder shall receive a unique Personal Identification Number (PIN) together with the card, which shall be known only to him/her, giving personally him/her the opportunity to use the card whereby ensuring enough security with no access rights of third parties.

1.4. Cards are issued with a 4-year term of validity. The term of validity of the Card is indicated on its front side. Its validity shall expire at 00:00 am on the last day of the specified month.

1.5. The Bank issues the Card within maximum 5 days as of the date of opening the Account at an office of the Bank for a debit card or setting the amount of a credit limit for a credit card. If the Authorized Holder wishes so, the Card can be issued by express service - within 48 hours (after opening the card account for a debit card or setting the amount of a credit limit for a credit card).

1.6. Upon receipt of the card and the envelope containing the PIN, the Authorized Holder of the main and/or the additional card shall put his/her signature on the Application as well as in the signature panel on the reverse side of the debit/credit card unless it is a V PAY card. If an authorized holder of an additional card is a minor, the card and the envelope containing the PIN shall be given to the authorized holder of the main card.

1.7. After receiving against signature the Card and the PIN, the Authorized Holder shall have full responsibility for protecting the Card and for keeping confidential the information received with regard to its use.

1.8. The Authorized Holder shall change its initial PIN Code at an ATM with the logo of BORIKA AD with which s/he activates her/his card and after that s/he shall destroy the envelope which contains the initial PIN Code received by the Bank.. The authorized holder shall not disclose the PIN to anyone, shall not record it on the Card or on any items kept together with the Card and take every possible measure to prevent any third parties from knowing it, including upon entering it on the keyboard of an ATM or POS terminal. Upon every following reissuance of the card with a new PIN code, the Authorized Holder shall change the initial PIN code at an ATM with the logo of BORIKA AD with which s/he activates her/his card.

1.9. The Bank shall unilaterally and automatically, at its own discretion, reissue the Card with the same number, for a new term of validity and with a new PIN upon expiry of its validity, as it can be received by the authorized holder after the 10th day of the month in which the old card expires. In case of rejection of re-issuance, the authorized holder shall have to inform the Bank in writing in a free text at least two months prior to the expiry of the card. The bank does not re-issue unilaterally and automatically the debit card in case the card does not have at least one accounted financial transaction in the last 12 (twelve) months.

1.10. A card that has been issued/reissued but not collected within a period of 3 (three) months shall be destroyed by the Bank.

1.11. When a card is re-issued due to expiry, upon receipt of the new card the Authorized Holder shall return to the Bank the old one which shall be destroyed in his/her presence, shall fill in and sign a Statement of bank card receipt.

1.12. In case the Authorized Holder forgets his/her PIN, the Bank shall issue a new card with a new PIN based on a completed Application for re-issuance and a returned bank card, for which the authorized main card holder shall pay a fee.

1.13. The card is property of the Bank and it shall be returned within a 30-day period after the expiry of its validity or on the date of early termination of the Agreement for a debit card / Agreement for a credit card for individuals.

1.14. Before expiry of the validity of the Card the Bank shall re-issue it for its own account after receiving an Application by the Authorized Main Card Holder in the following cases:

1.14.1. The card is unusable right at attempting the very first transaction with it;

- 1.14.2. The magnetic stripe of the card and/or its chip is damaged or unmagnetized;
- 1.14.3. Due to a technical error through the Bank's fault upon the issuance of the card.
- 1.14.4. Suspected unauthorized use;
- 1.15. Before expiry of the validity of the Card the Bank shall re-issue it for the account of the Authorized Main Card Holder after receiving an Application in the cases of:
  - 1.15.1. Lost/ stolen card;
  - 1.15.2. Error in the specified data upon issuing the card through the fault of the authorized holder, for which the authorized holder of the main card shall pay a fee pursuant to the Bank's Tariff for individuals;
  - 1.15.3. Change of the name of the Authorized Holder;
- 1.16. Cards are not issued and handed over on the grounds of a power of attorney with the exception of the cases at the discretion of the Bank.
- 1.17. The Bank shall issue additional bank cards at the request of the Authorized Holder of the main card based on an account/ authorized credit limit (for debit and credit cards, respectively) in his/her name as per the following terms and conditions:
  - 1.17.1. The issuance and use of the additional cards shall be entirely at the risk and responsibility of the authorized holder of the main card; The Authorized Holder of the main card shall be held liable for any harms and damages to the Card or the Bank.
  - 1.17.2. All fees, commissions and other charges in relation to the use of the additional card shall be paid by the authorized holder of the main card;
  - 1.17.3. No transactions for "Transfer between accounts from an ATM" can be performed with the additional Maestro card.
- 1.18. Upon submission of a request for closing a main card, all additional cards shall also be closed by rule.
- 1.19. In case the card of the Authorized Holder is not received for more than 3 months from the date of issuance/ re-issuance, as well as in cases provisioned in the second sentence and three of Article 1.9 of the current Section, when the debit card has not been unilaterally and automatically reissued by the Bank the account to which is linked a debit card shall automatically be transformed by the Bank together with the funds accumulated on it into a current account without a card and all fees, commissions and other kind of remuneration of the Bank for maintaining that account and for performance of bank transactions via that account shall be payable by the authorized holder as per the Bank's Tariff for individuals and the Interest Rate Bulletin.
- 1.20. In case of death of the authorized main card holder, his/her heirs shall notify the Bank and return the card and any additional cards thereto. Blocking and closing of the main and the additional cards by the Bank.
- 1.21. The Bank is not liable for any payments by card until the date on which a written notification is received accompanied by an official document certifying the death of the holder.

## **2. Using a bank card**

- 2.1. The V PAY card can be used for payment of goods and services and for cash withdrawals at ATMs and physical POS terminals allowing chip transactions primarily in the country and in Europe. The Card allows making payments worldwide at online retailers accepting this type of card.
- 2.2. The V PAY-Lukoil co-branded card gives preferential conditions of a 2% discount for fuel card payment, motor and industrial oils and all consumer goods offered at Lukoil Bulgaria petrol stations (with the exception of banderol goods and vignettes), whereas the discount is granted at Lukoil Bulgaria petrol stations, participating in the program within the country's territory;
- 2.3. A contactless payment by a card with the PayPass logo of MasterCard, or PayWave of VISA respectively, at a POS terminal in the retailer stores in the country and abroad, marked with the sign of the service PayPass or PayWave, respectively. When the contactless payment is above the limit approved by the International Card Organizations for the respective country, the order shall be executed either in a contactless way or in a contact way according to the requirements valid in the particular

country. In both cases the payment will be made after the entering of PIN and/or signature on the document for the executed transaction. When the contactless payment is made in Bulgaria or abroad and is up to the limit set for the relevant country by the International Card Organizations and the Bank, the payment order shall be executed without entering the PIN and/or signature on the document for the executed transaction.

2.4. When the Authorized Holder uses the Card he/she has to confirm the transaction in one of the following ways or a combination thereof:

2.4.1. By entering the PIN – when performing operations at an ATM and a POS terminal;

2.4.2. When making a contactless payment, the PIN shall be entered if the amount of the payment is higher than the limit approved by the International Card Organizations for the particular country;

2.4.3. Entering the PIN on the keypad of an ATM and/or a POS terminal upon the reading of the chip (the magnetic stripe) of a bank card;

2.4.4. after entering a secret password online;

2.4.5. With a signature on a receipt/ entered PIN, a signature on an invoice and a valid identity document - for manual cash withdrawals in a bank, exchange bureau or for transactions performed in casinos;

2.4.6. By entering the last three digits printed in/next to the signature panel on the reverse side of the card (*except for a Maestro debit card*) and/or with a secret password of the Authorized Holder chosen by him/her – for online and other transactions without the physical presence of the card and the Authorized Holder;

2.4.7. The above specified methods have the effect of a legally valid means of identification of the Authorized Holder and proof of consent on his/her part to the performing of the payment with the card;

2.4.8. Showing an identity document – upon an explicit request upon a transaction at a POS terminal;

2.5. The Bank shall not be held liable for any groundless refusal of third parties to accept payments with the card or if a payment initiated by the card cannot be performed due to technical, communicational and other reasons which are beyond the control of the Bank and/or do not result from a fault on its part;

2.6. Should the authorized holder enter his/her PIN incorrectly on the keyboard of a POS terminal or an ATM three times in a row, any subsequent use of the Card shall be automatically blocked. The unblocking of the Card shall be done on the grounds of an Unblocking Request completed personally by the Authorized Holder and submitted to a branch of the Bank.

2.7. If due to technical or other reasons the card is withheld by an ATM, it shall not be returned to the customer but shall be reissued with a new PIN.

2.8. When a payment is made abroad in a currency other than the currency of the account, the amount of the payment shall be converted into a settlement amount according to the foreign exchange rate of the ICO applicable on the settlement date. The settlement amount shall be converted into an amount in the currency of the account according to the relevant buy/sell exchange rate of the Bank, applicable on the day of booking the particular transaction.

2.9. In the Tariff for individuals valid as at the date of performing the transactions, there are fixed transaction limits and terms and conditions for issuance and servicing of payments by debit/ credit cards for individuals.

2.10. Based on and at the expense of the provided Credit Limit on the Card and/or the deposited own funds (available only for the main card), the Authorized Holder of an additional card orders and effects card transactions at the risk, responsibility and for the account of Authorized Main Card Holder.

2.11. The Bank considers all transactions made with the additional card to be carried out with the knowledge and consent of the Authorized Holder of the main card, except for the cases of a submitted written objection by the latter. The Bank shall not be liable for any losses suffered by the Authorized Holder due to using the card in case that before it was informed by the authorized holder of destruction, loss, theft, deprivation, forgery or any other illegal use of the card, including such carried out by an



unauthorized person, it duly carried out and booked the transactions ordered to it by card so that any consequences and losses in the cases described above shall be borne by the authorized holder;

2.12. By signing the Agreement for a card, the Authorized Holder of the main card authorizes the Bank to exercise the right to collect the receivables established in terms of grounds and amount from the accounts of the Authorized Holder in the cases foreseen in these GTC, other types of agreements concluded between the Bank and the Authorized Holder of the main card in order to: correct and compensate for the consequences of carrying out illegal transfers; receiving funds on an account as result of a fraud or without any grounds based on inauthentic documents; due to a mistake made by the ordering party; collecting the receivables of the Bank from the payer regarding amounts, interests, commissions and charges to which the Bank has been entitled to by the payer by virtue of these GTC and/or any other agreements with the Bank; upon enforcement pursuant to the provisions of the legislation as well as in any other cases agreed in writing between the Bank and the authorized holder of the main card.

2.13. If a performed payment exceeds the amount of the available balance on the Account, Card Account as well as if there are insufficient funds on the account to cover the fees and commissions payable to the Bank pursuant to the Tariff of the Bank for individuals, the excess amount shall be considered unauthorized overdraft/ exceeded credit limit used by the Authorized Holder which is immediately due and payable and shall be collected through direct debit and/or automatic collection.

### **3. Deposit guarantee**

3.1. The funds deposited on accounts shall accrue interest at rates established in accordance with the indicated method for determining of interest, according to the type and the terms and conditions for their maintenance, and as announced in the Interest Rate Bulletin applicable at any time under equal terms and conditions and to all depositors from the respective groups to which they belong. The funds on the accounts and the interests accrued on them in compliance with the indicated requirements are guaranteed by the Bank Deposit Insurance Fund in accordance with the applicable regime and to the maximum total guaranteed amount, as set forth under the Law on Bank Deposit Guarantee (LBDG), which amount, as at the date of the present General Terms and Conditions, is BGN 196,000 in total.

3.2. Reimbursement of amounts deposited with the Bank and guaranteed as per the LBDG shall not be made with regard to the accounts of entities and in the cases specified in the Law on Bank Deposit Guarantee.

3.3 Reimbursement shall not be applicable with regard to the amounts on accounts on which there have been no operations ordered by the depositor during the last 24 months before the date of issuance of an act under Art. 20, par. 1 of LBDG and the balance on each of them is less than BGN 20.

3.4. The following deposits are guaranteed in an amount of up to BGN 250,000 for a period of three months from the time when the amount was credited to an account of the depositor, or from the time when the depositor gained the right to dispose with the deposit amount: 1. individuals' deposits opened as a result of transactions with real estate properties for housing needs; 2. individuals' deposits opened as a result of payment of amounts upon contracting or ending a marriage, termination of labour or business legal relationship, disability or death; 3. deposits opened as a result of insurance or social security payments or as a result of the payment of compensation for damages arising from crimes or canceled sentence.

The deposits under items 1-3 will not be part of the calculation of the total amount of the liability of the Bank to one depositor as per the procedure under the Law on Bank Deposit Guarantee within the three-month period indicated above.

## **Section V. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **1. Rights and obligations of the Authorized Holder:**

#### **1.1. The Authorized Holder shall:**

1.1.1. Use the card only personally and by following the terms for its issuing and usage;

1.1.2. After the receipt of the Card s/he shall activate her/his card in person through a change of the initial PIN Code and to take all reasonable steps to keep its personalized security features, including PIN and Secret password for payments on the Internet, including not record any information about the features on the card and does not store such information with her;

1.1.3. Act with care and in good faith as required by the legislation in order to keep the main and the additional card intact and safe.

1.1.4. Undertake all necessary measures to prevent the loss, destruction or damage of the Card and its illegal taking.

1.1.5. Protect the Card against mechanical damage as well as any magnetic and electromagnetic interference and not create conditions for or allow unauthorized access to it.

1.1.6. Not to give the card and the card data for usage by unauthorized person by undertaking all necessary actions against their disposal and by preventing all types of access and usage of the Bank card by third parties.

1.1.7. Set a code word for remote contact (contacting the Call Centre by phone);

1.1.8. Operate with the funds on the account and use the Card in the way and according to rules set out in the Debit/Credit Card Agreement for individuals and these General Terms and Conditions as well as pursuant to the applicable national legislation.

1.1.9. Not allow the Card to be used for payments related to goods and services which are prohibited by a law or regulation of a competent authority in the country where the card is used. In case the Authorized Holder uses the Card and the account for other purposes or if he/she provides them to another person, the Authorized Holder shall be liable for such actions and shall reimburse all amounts and/or expenses incurred by the Bank as a result of the unacceptable, wrongful and/or illegal use of the Card and the account.

1.1.10. When paying by card he/she shall establish his/her identity in a retail store or in the Bank on request;

1.1.11. Notify the Bank immediately about any changes to the personal data provided by him/her in the Application for issuance/re-issuance of the bank card. If the Authorized Holder fails to inform the Bank about the change to his/her mailing address, all letters/notifications/messages from the Bank shall be considered duly delivered to the address indicated in the Application for issuance of a debit/ credit card for individuals.

1.1.12. Return the card to the Bank within a 30-day period from the date of occurrence of one of the following events: damage of the Card, expiry of the validity term or termination of the Agreement for a bank card of an individual, upon a submitted form for an unauthorized transaction claim. The Card shall be destroyed in the presence of the Authorized Holder at the order of the Bank.

1.1.13. In case of destruction, loss, theft, deprivation in any other way, forgery or occurrence of circumstances, which make it possible the card to be used in any other illegal way, he/she shall inform the Bank immediately. 1.

1.1.13. 2. To inform immediately the Bank in case of destruction, adulteration or happening of circumstances which provide possibility for unauthorised usage of the card as well as to return the card and to provide the Bank with a written confirmation

1.1.14. In case the Authorized Holder is abroad or for some other reason he/she is prevented from appearing at the Bank in person, he/she can send to the below specified e-mail address a request written in a free text describing the incident.

1.1.15. In the cases set out in item 1.1.13:

1.1.15.1. Inform the Bank immediately through the Call Center in one of the specified ways which are available 24 hours a day, 365 days a year:

- **Telephone: 15212 – for Bulgarian mobile operators or +359 2 / 9337212 for landline subscribers;**
- **E-mail: [CallCentre@UniCreditGroup.bg](mailto:CallCentre@UniCreditGroup.bg)**
- **Go to a branch of the bank and submit a card unblocking request form.**

1.1.15.2. When the Authorized Holder is abroad, he/she can directly contact Visa/ MasterCard through the telephones for free access to the Global Customer Assistance System for VISA cardholders (Global Customer Assistance Service - GCAS) and MasterCard (MasterCard Global Service), published on the website of the respective international card organization. At the same time, the Authorized Holder is obliged to inform the Bank as well.

1.1.16. In case of theft/loss of the Card, the Authorized Holder shall inform the local police department which shall provide him/her with a document for the incident.

1.1.17. Keep for reference the receipts from the transactions made with the Card at least for a period of 45 calendar days from the date of performing them or until the monthly statement is received.

1.1.18. In case of any doubts about discrepancies or upon disagreement with a transaction registered on his/her Card/Account, the Authorized Holder of the main card shall inform the Bank immediately in writing by filling in a claim form as per a template which shall be submitted in a branch of the Bank within 30 days from receiving the information about their execution. The information can be obtained through a statement of his/her bank account, checking the balance at an ATM, a received SMS notification of completed authorization. Any transactions that are disputed after the specified period shall be considered disputed with a groundless delay.

1.1.19. The Authorized Holder of the main card can also submit a claim against a transaction for a main or an additional card as per the procedure described above or submit any other claims regarding the servicing of the Card and/or the signed Agreement for a debit card / Agreement for a credit card for individuals at any branch of the BANK.

1.1.20. The Authorized Holder shall provide any available documentation in relation to a transaction objected by him/her along with the completed claim form as well as any additional information at the request of the Bank.

1.1.21. The Authorized Holder shall accept the statements provided to him/her by the Bank and other documents from the system operator, ICO, etc. as sufficient evidence for the transaction and the circumstances related to its execution;

1.1.22. If the Authorized Holder has declared that he/she wants to receive the statements of account concerning the movements on his/her card account and/or credit card to an e-mail, he/she shall undertake to do the following:

1.1.22.1. Take every possible action so as to ensure unhindered receipt of the electronic messages containing attached statements to the specified e-mail address. State that he/she is aware and accepts that the Bank shall not be held responsible if acting in good faith it has sent statements to the above specified e-mail address. The Bank shall not be held responsible for any message receipt failure if the e-mail address is unavailable or is not maintained by the Authorized Holder.

1.1.22.2. Inform the Bank in due time in writing or on the telephone of the Call Center of the Bank in case of change to the e-mail address on which he/she wants to receive statements. He/She is aware and agrees that the Bank shall not be responsible for any undelivered statements until the day of receiving a written notification of the changes or circumstances as stipulated in the previous statement.

1.1.22.3. Take every possible action in order to prevent unauthorized access to the information concerning his/her bank card(s), contained in the statement sent to the e-mail address indicated above. The account holder shall take the risk and consequences of any unauthorized access. The holder declares that he/she is aware and agrees that a statement sent by the Bank to an e-mail address will have the power and the legal validity of a written notification about the data contained in it as well as about all actions regarding the account performed by the holder and/or by third parties and that it will be considered delivered to the holder. The 30-day period for appeal against the information contained in the statement shall start from the moment when the Bank's systems register information that the e-mail containing an attached statement of account has reached the e-mail address specified by the Authorized Holder to which address it was sent but in any case not later than 1 (one) business day, starting from the date of its sending. The holder declares that he/she is aware and agrees that the

statements sent by the Bank must not exceed "3 MB" and that in case of bigger statements he/she must visit the Bank in person in order to obtain the statement of account.

1.1.23. For a Cash M transfer, the Authorized Holder shall:

1.1.23.1. Enter the amount of the transaction - minimum BGN 10.00 /maximum BGN 400.00/ – in any case the amount must be a multiple of BGN 10;

1.1.23.2. Enter a randomly chosen four-digit code of the transfer;

1.1.23.3. Enter a mobile phone number (for Bulgarian mobile operators only) of the beneficiary;

1.1.23.4. Enter his/her own mobile phone number (for Bulgarian mobile operators only) (not mandatory, it is to be provided only if he/she wants to receive a text message (SMS) when the money is withdrawn);

1.1.23.5. Inform the beneficiary about the code of the "Cash M transfer" and that the funds can be withdrawn within 7 (seven) days from initiation of the transfer.

1.1.24. The Authorized Holder of the main card shall pay all charges incurred upon the issuance and use of the card/s as well as charges for opening and maintaining the Account, authorizing the Bank to collect automatically its receivables from the Account and in case of insufficient funds on it, from other accounts held by the authorized holder of the main card.

1.1.25. The Authorized Holder shall sustain the losses related to any unauthorized payment operations arising from using the lost or stolen bank card or in the case of stolen card information when the authorized holder has failed to protect the personalized security characteristics of the bank card - PIN and secret password for online payments up to an amount not exceeding BGN 300 (three hundred).

1.1.26. The Authorized Holder sustain all the losses related to any unauthorized payment operations, if it is caused by fraud or failure of one or more of its obligations under Section V item 1.1.1, 1.1.2, or 1.1.13.1 of these GTC. In the abovementioned cases the Authorized cardholder bears all costs regardless of their amount.

## **1.2. The Authorized Holder has the right to:**

1.2.1. Perform the operations under section III item 1.1. and item 1.2. of these GTC up to amount of the available balance on the account/ the credit limit and within the amount of the daily and weekly transaction limits for using the Card;

1.2.2. Request that the card and/or the PIN be re-issued through filling in a request form in the cases under section IV, item 1.14 and item 1.15 of these GTC.

1.2.3. Request that additional cards be issued to the main card by filling in an application and indicate limits for using the additional card which shall not exceed the limits on the main card;

1.2.4. Receive current information about his/her Card, sent by the Bank on paper or via an e-channel, including:

1.2.4.1. authorization code of the payment transactions;

1.2.4.2. location and date of the payment transactions;

1.2.4.3. amount in the original currency of payment, amount in the currency of the card, date of booking the transaction and applicable exchange rate;

1.2.4.4. accrued fees and interests as well as bonuses in relation to the payment transactions performed by the authorized holder.

1.2.5. The Authorized Holder has the right to request that a Cash M transfer which is ordered but has not been withdrawn yet be blocked by the Call Center of the Bank.

1.2.6. unilaterally terminate the bank card agreement by giving a written notice to the Bank within the time periods specified in the law, where the starting date of the notice shall be the date on which the Bank receives it. Within the term during which the notice is in effect the Bank shall charge the account with the amount of all delayed payments, including the due and payable fees, commissions and interests. The bank card agreement shall be considered terminated after the expiry of the term of the notice only if the Authorized Holder has fully repaid all of his/her liabilities to the Bank and no earlier than the date of returning the Card to the Bank.

1.2.7. The Authorized Holder of the Main Card shall be responsible for the fulfillment of all obligations under these GTC and the Agreement, repayment on the maturity date of the amounts utilized by using Card, including the due fees, commissions and interests on them, if any, as per the monthly statement of the card, as a result of its use. The Authorized Holder of the Main Card shall also be liable for all payments to the Bank, arising from the use of the main and the additional Card, if any.

1.2.8. In case of a dispute about the particular terms and conditions of the purchase of goods and/or services, delivery terms, prices, warranty terms, insurances and other, before submitting a claim form the Authorized Holder shall contact the retailer directly to resolve the dispute.

1.2.9. In case it is impossible to reach an agreement with regard to disputes as per the preceding paragraph and when a written claim against the payment is submitted to the Bank, the Authorized Holder shall provide full information and documentation for the order, the general terms and conditions of the retailer effective at the time of making the order, the full correspondence with the retailer in relation to the order and the subsequent attempts to resolve the dispute between the Authorized Holder and the retailer. The authorized holder shall provide the documents accompanying the claim together with their translation into Bulgarian and/or English.

1.2.10. In cases where the Authorized Holder of the main card disagrees with the decision of the Bank about his/her submitted claim, the dispute can be referred to the Conciliation Commission on Payment Disputes at the Consumer Protection Commission as well as to the competent Bulgarian court of law.

1.2.11. The Authorized Holder of a main card shall have the right, at her/his discretion, beyond the cases specified in item 2.6. of Section IV, item 1.1.13.1 and item 1.1.13.2 of Section V of these GTC and in the cases when the Bank has blocked her/his account, to block or unblock, respectively her/his bank card, using the services for electronic banking BUIBANK ONLINE and BULBANK MOBILE.

## **2. Rights and obligations of the Bank:**

### **2.1. The Bank shall:**

2.1.1. Issue the Card and hand it over personally to the Authorized Holder of the main card together with a personal identification number (PIN);

2.1.2. Book the transactions by following the chronological order of their receipt, excluding the cases of enforcement against the account as stipulated in the law.

2.1.3. Upon execution of payment transactions in Bulgaria, to book the amount on the account of the Authorized Holder of the main card with a value date of up to 2 (two) business days after the transaction takes place. For transactions abroad the value date shall be up to 3 (three) business days;

2.1.4. Not disclose any bank secrecy and shall respond in writing within 7 (seven) days to any claims of the Authorized Holder with regard to transactions made with the card, and when additional information is necessary – after its receipt.

2.1.5. Provide the Authorized Holder with the opportunity to give notice in case of loss, theft, deprivation in any other way, forgery or use in any other illegal way of the card by giving him/her contact telephone numbers in advance.

2.1.5.1. Block the card within reasonable time, but in any case not later than 1 (one) hour after receiving the notification by the Authorized Holder in case of a lost/stolen card or identified unauthorized payment transactions.

2.1.6. Block the card when there is a message from the Authorized Holder or other person by phone in case of loss, theft, deprivation in any other way, forgery or any other illegal use of the Card. Irrespective of how the notification was made, the Authorized Holder must submit a written Request for blocking the Card.

2.1.7. Block the card in case of a submitted request of the Authorized Holder for closing the card.

2.1.8. The Bank shall unblock the card in the following cases:

2.1.8.1. Automatic unblocking of the card after repayment of the due amounts;

2.1.8.2. Automatic unblocking of the Card, which was blocked on the grounds of section I, item 2.2.3.3., when the grounds for its blocking no longer exist;

- 2.1.8.3. Automatic unblocking of the Card blocked on the grounds of section V, item 2.2.3.5. after taking every possible measure to mitigate the risk from unauthorized use of the card;
- 2.1.9. Issue a new Card and provide a new PIN in the cases under section IV, item 1.12, within the above specified period;
- 2.1.10. The Bank shall inform the Authorized Holder in writing when the claim is found to be groundless and specify the reasons for considering it to be so. The entries for the current transactions with the Card received from BORICA AD, ICO, shall be considered true unless proved otherwise within the claim periods and under the terms and conditions established in these GTC and by the International Card Organizations;
- 2.1.11. Be responsible before the Authorized Holder for reimbursement of all fees paid by the Authorized Holder as well as for reimbursement of all interests accrued in the name of the Authorized Holder in cases provisioned in Article 1.1.26 in section V of the current General terms..
- 2.1.12. Refund on the account of the Authorized Holder the amount of a Cash M transfer within 2 (two) business days if the beneficiary has not withdrawn the amount within 7 (seven) days.
- 2.1.13. Correct the unauthorized or inaccurately executed payment transaction after receiving a notification from the Authorized Holder. The notification must be made without any unreasonable delay, but in any case not later than 13 (thirteen) months after the date of debiting the account of the Authorized Holder;
- 2.1.14. The Bank shall refund immediately the amount of the unauthorized payment transactions, with exception of the cases provisioned in Article 1.1,26 in Section V of the current General Terms. The account of the Authorized Holder shall be credited up the amount that was available before the execution of the unauthorized payment transactions and after the procedure for verifying the authenticity of the payment transaction has been completed, but in any case not later than 21 days after the receipt of the Claim Form.
- 2.1.15. Charge an interest on the funds on the debit card account at the end of each calendar year as per an interest rate specified in the Interest Rate Bulletin for individuals which the Bank applies to accounts in local and foreign currency.

## **2.2. The Bank has the right to:**

- 2.2.1. Collect unilaterally the amounts due by the authorized holder under transactions by card plus any due interests from the accounts held by the authorized holder as per the procedure for automatic collection of liabilities and by virtue of the Agreement for a debit card/ Agreement for a credit card for individuals as well as all fees and commissions pursuant to the Bank's Tariff for individuals. In case the Authorized Holder has an account in a currency different from the currency of his/her liability to the Bank, the latter shall collect its receivable from that account based on the official exchange rate of the Bank on the date of the transaction;
- 2.2.2. Block the card immediately in case of breach of an obligation of the Authorized Holder under the Agreement for a debit card/ Agreement for a credit card for individuals and the General Terms and Conditions;
- 2.2.3. The Bank has the right to block the card in the following cases:
- 2.2.3.1. Breach by the Authorized Holder of the Agreement for a debit card / Agreement for a credit card for individuals and the General Terms and Conditions;
- 2.2.3.2. Failure to pay the due and payable amounts pursuant to the Agreement for a debit card / Agreement for a credit card for individuals;
- 2.2.3.3. Automatically received notice of distraint of a receivable of the authorized holder on his/her accounts with the Bank imposed by the competent bodies;
- 2.2.3.4. In case the Bank has any doubt about unauthorized/ non-permitted use of the card;
- 2.2.3.5. Out of security considerations;
- 2.2.3.6. Use or suspected use of the card for a fraudulent purpose;

- 2.2.3.7. When there is an increased risk that the main authorized card holder cannot fulfill his/her obligations related to repayment of its debt to the Bank;
- 2.2.4. Disallow a payment transaction on the websites of online retailers participating in the programmes "Verified by Visa" and "MasterCard SecureCode" if the Authorized Holder has not registered his/her card for the additional service "Secure Online Payments".
- 2.2.5. At its own discretion it may disallow execution of payment transactions either with high risk retailers and/or countries, or in cases of a high reputational risk for the Bank.
- 2.2.6. Conduct a thorough check on the case and refer the case to the competent authorities, if necessary. The authorized holder who has submitted the claim and the authorized holder of the main card shall assist them in clarifying the circumstances related to the disputed transactions.
- 2.2.7. Not accept for processing a submitted payment claim if it is not complete with all required documents or if submitted with an unreasonable delay:
- 2.2.8. Provide any kind of information related to the use of the card, including such that is bank secrecy within the meaning of the Credit Institutions Act, as well as personal data within the meaning of the Personal Data Protection Act, to ICO, BORICA AD and third parties, with which the Bank has relations, as well as to any persons related with the Bank and their advisors, with regard to the servicing of the Card.
- 2.2.9. File a recourse claim against the Authorized Holder if after having refunded to him/her the amount under section V, item 2.1.14 under these GTC it identifies intention or fraudulent actions of the Authorized Holder, gross negligence or non-performance of his/her obligations specified herein.
- 2.2.10. Block the amount of the Cash M transfer in one of the following cases:
- 2.2.10.1. if three times in a row one and the same code is entered wrong;
- 2.2.10.2. expiry of the validity of the Cash M transfer (within seven days from initiating it);
- 2.2.10.3. If the BANK suspects unauthorized use of the card;
- 2.2.11. Automatically close the Account and the relevant debit card/s in case the Authorized Holder has not provided funds in the course of 6 (six) consecutive months to cover the monthly fee for maintenance of the account.
- 2.2.12. The Bank shall have the right to reject re-issuing and/or issuing of a new payment instrument to a customer, as well as to terminate the Agreement ahead of its term if it finds that the customer deliberately commits card frauds or provides the card to third parties for committing card frauds, as well as if the customer violates the law, including participation in money laundering schemes and other offences resulting in a compliance risk and reputational risk for the Bank.

## **Section VI. ADDITIONAL SERVICES WITH BANK CARDS OFFERED BY THE SERVICE PROVIDER.**

### **1. Using a SMS notification service.**

- 1.1. The services shall be provided on the basis of an application for SMS notification for existing debit and/ or credit card for individuals submitted to the Bank and properly filled in by the Authorized Holder of the Main Card or a filled in Application for issuance of a debit and/ or credit card for individuals.
- 1.2. In the request form for SMS notification the Authorized Holder of the Main Card states to the Bank in writing that he/she wishes to use the services, specifying as follows:
- his/her mobile phone number on which to receive the SMS notifications;
  - the numbers of his/her bank cards with regard to which he/she would like to use these services;
  - the amount of the subscription deposit;
  - the card account from which the subscription deposit and the annual subscription fee shall be collected;
- 1.3. The Authorized Holder of the Main Card may stop using the services at any time whatsoever, notifying the Bank in writing thereof. In such case the Service Provider shall reimburse to the Customer the unutilized amount of the subscription deposit within the next business day following the day on

which the Authorized Holder of the Main Card states to the Bank in writing that he/she wishes to stop using the SMS notification service;

1.4. The bank shall provide a 24-hour service for SMS notification to its customers who have registered for using the system for SMS notification, for authorizations/ transactions, available balance on bank cards issued by UNICREDIT BULBANK AD, which are authorized with BORICA AD online to the bank and shall support the Authorized Holders whenever they contact the Call Center of the Bank at 0700 1 84 84 in the event of technical problems.

1.5. The SMS notification will be received by the Authorized Holder of the Main Card normally within 10 (ten) minutes after the relevant transaction is performed. For reasons beyond the control of the Service Provider the SMS notification may take more than 10 (ten) minutes. An SMS notification will not be generated and received by the Authorized Holder of the card in the event of transactions made in an offline mode;

1.6. The notification contains the date and hour of the authorization, information about the terminal (ATM or POS – bank servicing the ATM or name and address of the retailer that uses the POS), amount and original currency of the authorization as well as the result from the transaction - successful or rejected, indicating the reason for the rejection (insufficient funds, exceeded limits, etc.);

1.7. The Service Provider will reduce the subscription deposit for each sent SMS notification containing information for authorizations/ transactions on bank cards as well as upon generating a new personal code for checking the available balance on cards, except for the SMS reply as per section VI, item 2.3.

1.8. The Service Provider shall undertake, at its own cost and expense, to inform the Authorized Holder of the Main Card when the subscription deposit drops below 10% of the selected advance amount;

1.9. With the signing of the request form for SMS notification the Authorized Holder of the Main Card authorizes the Bank to collect automatically the amount specified by him/her from his/her card account after the subscription deposit is exhausted. If the Customer has not provided sufficient funds on the account specified by him/her, yet the SMS services will continue to be active for a period of 30 days. If there are no funds on the account after that period, the services will be deactivated.

## **2. Sending information for authorizations/ transactions, available balance on international and national bank cards**

2.1. Authorized Holders of the Mains Cards who hold bank cards issued by UNICREDIT BULBANK AD will receive SMS notifications for:

2.1.1. online authorizations/payments with the cards that have been registered for the services; and/or

2.1.2. the available balance on the registered cards.

2.2. After the registration of the Customer with the Bank, the system will perform an authorization in BORICA AD using the available bank card data and the amount of the price of the registered service. After a successful registration, the services will be activated.

2.3. In order to receive information about the available balances on the cards subscribed for the service, the Customer shall send a SMS with the following text – N+his/her personal code (without spaces) to short number 190091 (for subscribers of M-Tel) or to 1618 (for subscribers of Globul and Vivacom).

## **3. Other terms and conditions:**

3.1. The Service Provider can change its tariff, notifying its Authorized Holder of the Main Card about such change via SMS and/or through the mass media;

3.2. The Authorized Holder of the Main Card cannot refuse to pay for the services on the grounds of being unaware of the price of the services provided by the Service Provider;

3.3. The fees of the Service Provider must include the technical and communication costs for using the services, not including the bank fees for the bank servicing of the payments, which the Authorized Holder of the Main Card shall pay separately to the Bank;

3.4. The Service Provider and the Bank do not guarantee and shall not be liable in case the Mobile Operator fails to deliver on time or fails to deliver at all any SMS notification, including the cases where due to circumstances beyond the control of the Service Provider (power cuts, earthquakes and other



natural disasters or force majeure circumstances) the SMS notifications are not sent and not received by the Authorized Holder of the Main Card respectively, or if they are not received within the period specified in section VI, item 1.5.;

3.5. The Authorized Holder of the Main Card will have to get information from his/her Mobile Operator whether he/she will receive SMS notifications when abroad. If this service is not provided by the Mobile Operator and its roaming partners in the respective foreign country, the Service Provider and the Bank shall not be responsible for messages not received by the Authorized Holder of the Main Card, and shall not refund the fees paid by the Authorized Holder of the Main Card for such messages. If the Authorized Holder of the Main Card is informed by his/her Mobile Operator that he/she cannot receive SMS notifications abroad, the Authorized Holder of the Main Card may notify his/her servicing branch of the Bank that he/she wants to stop temporarily the use of the SMS notification service, while this shall not lead to a change in the period for which the Customer has already paid an annual fee.

3.6. Both the Service Provider and the Bank shall not be responsible in the event of indicated by the Authorized Holder of the Main Card wrong phone numbers and/or numbers of bank cards to be subscribed to the service;

3.7. The Bank shall not be responsible in case more than one SMS notifications for a transaction are sent to the Authorized Holder of the Main Card;

3.8. The responsibility of the service provider and the Bank shall be limited to the amount of the service fee received by the service provider when the service has not been provided or when the provided service is of poor quality, except for the cases of deliberate action or gross negligence of the service provider and the Bank. The Authorized Holder of the Main Card or any other party cannot have any claims for any other damages, profits foregone, etc.

3.9. The Service Provider shall reserve its right to stop providing the SMS services, giving a one-month prior written notice to the Authorized Holder of the Main Card and the Bank.

3.10. The Bank shall not be responsible for the actions of the Service Provider, the Mobile Operator or BORICA AD, performed while executing the services offered by them.

## **1. Rules for Use of the Additional Service "Secure Online Payments"**

1.1. UniCredit Bulbank AD provides to its Authorized Holders the opportunity to register their international bank card with the logo of Visa, Visa Electron, V PAY, MasterCard in the programmes for authorized holder identification "Verified by Visa" and "MasterCard SecureCode" for carrying out secure online transactions via various channels:

- Submitting a request form in a branch of the Bank or via Bulbank Online;
- Registration at an ATM that supports such functionality;
- Activation During Shopping (ADS) on the website of a secure online retailer, included in the programmes "Verified by Visa" and "MasterCard SecureCode".

The terms and conditions for the ADS channel are not mandatory for V PAY, Visa Electron and Maestro cards.

1.2. The terms and conditions for use of the service "Secure Online Payments" shall take effect from the time of submitting a Request for subscription to the service in a branch of the Bank or via Bulbank Online, or from the time of registration for the service at an ATM, or through Activation During Shopping and will be valid until the time of termination of the Authorized Holder's subscription to the service;

1.3. The Bank will accept a written application/an electronic application online for registration for the service "Secure Online Payments" which is filled in completely and correctly and signed personally or by an electronic signature by the Authorized Holder of card/s at the bank branches or via Bulbank Online;

1.4. After the request form is accepted, the latter shall undertake to provide to the Authorized Holder a one-time and free of charge temporary password within 1 (one) working day. The temporary password is valid for 24 hours from the time of its sending. The first part of the password is received at the email address specified by the Authorized Holder in the Application, and the second part – with an SMS message to

the specified mobile phone number. The temporary password can only be used to register the card for the service;

1.5. The Bank shall undertake to publish on its official website links to the ICO's websites for online registration for the service and creation of a customer account of the Authorized Holder;

1.6. In case of a forgotten secret password and/or a forgotten answer to a password security question, after the Authorized Holder submits a new Application for registration for the "Secure Online Payments" service, the Bank shall undertake to provide a new temporary password for registration;

1.7. The Bank shall be obliged to accept the registration of the Card for the service, made at an ATM or at the time of making a purchase on the websites of online retailers upon entering of correct data by the Authorized Holder;

1.8. The Bank shall undertake to guarantee the privacy of the personal data provided by the users through completed forms or electronic correspondence;

1.9. The Bank will use the e-mail address specified in the application form for sending a part of the temporary password for registration for the service as well as for other messages;

1.10. The Authorized Holder shall:

1.10.1. Register personally his/her bank card, specified in the Application for registration for the service "Secure Online Payments", at an ATM or at the time of making a payment on the website of an online retailer – Activation During Shopping, and personally to create a user account using the links published on the official website of UniCredit Bulbank AD.

1.10.2. Set his/her personal secret password, password security question and personal message for confirmation of transactions with secure online retailers;

1.10.3. Act in good faith to protect the secret password, the answer to the password security question and the personal message, taking every necessary measure to prevent other people from becoming aware of them and using them.

1.10.4. Not provide information for his/her personal secret password and/or password security question except in the cases of confirming payments on websites of secure online retailers and after visualization of the personal message;

1.10.5. The Authorized Holder must not keep any information about his/her personal password and/or password security question together with the card or on it;

1.10.6. The Authorized Holder must immediately notify the Bank in case of actual or suspected compromising of his/her secret password and/or answer to a password security question;

1.10.7. The Authorized Holder must immediately notify the Bank in case of inquiries about his/her personal password, password security question and/or personal message received from any source, via any communication channel and on any occasion other than payment on the website of a secure online retailer.

1.11. The Authorized Holder has the right to:

1.11.1. Change at any time his/her secret password, password security question, personal message and e-mail address via his/her online account;

1.11.2. Create a new password in case the customer fails three times to enter the correct secret password, after a correct answer to the pre-selected password security question at the time of registration for the Secure Online Payments service or at an ATM;

1.11.3. In the event of a forgotten answer to the password security question or upon entering a wrong answer, the account of the Authorized Holder for use of the "Secure Online Payments" service will be blocked. The Authorized Holder shall have the right to register again his/her card for the service after submitting at a branch of the Bank or at an ATM an application for registration;

1.11.4. Receive information via his/her online account about whether the attempted transactions with online retailers have been carried out with a correctly entered secret password.

1.11.5. Cancel at any time his/her subscription for the Secure Online Payments service via his/her online account or by submitting a request in a free text format to a bank branch.

## **Section VII. DURATION OF THE AGREEMENT. TERMINATION.**

1. Upon termination of the Debit Card Agreement, the Authorized Holder of the main card shall pay all fees and commissions payable to the Bank and repay all liabilities to it, arising from the Agreement.
2. The Debit Card Agreement can be terminated:
  - 2.1. Unilaterally by the Authorized Holder of the main card by giving a one-month prior written notice to the Bank;
  - 2.2. Unilaterally by the Bank – without a prior notice, in case of non-performance of any of the obligations of the Authorized Holder of the main card under this Agreement, whereby securing its receivables, blocking the card from use and requesting it to be returned to the Bank;
  - 2.3. By a two-month prior written notice to the Authorized Holder of the main card, as the start date of the notice shall be the date on which the notice was sent;
3. No early request or returning of a debit card can result in claims by the Authorized Holder of the main card for a partial refund of the fees and commissions paid for the card.

## **Section VIII. PLUS Programme of UniCredit Bulbank AD (the "Programme") – CONDITIONS OF PARTICIPATION OF AUTHORIZED HOLDERS OF DEBIT AND CREDIT CARDS ISSUED BY UNICREDIT BULBANK AD**

### **1. Joining the Programme and termination of the participation in the Programme:**

- 1.1. The Bank will register for participation in the Programme all authorized holders of active main and additional debit and credit cards issued by UniCredit Bulbank AD to individuals;
- 1.2. The authorized holder of a main card will submit an application for termination of the participation in the Programme (for the main and additional card) to a branch of the Bank, if he/she does not want to avail of it. The period for termination of the participation of the authorized holder in the Programme is up to three business days from the filing of the application. The cardholder excluded from the Programme will lose his/her rights on the Cardholder Points which he/she has not used by the time of termination of his/her participation in the Programme, and his or her points will be transferred to the Programme Prize Pool;
- 1.3. An authorized holder of a main card who has withdrawn from the Programme may submit a request for joining the Programme (for a main and additional card), at a branch of the Bank if he or she wants to participate in it again. The period for adding the authorized holder to the Programme will be up to three work days, as from the date of submission of the request for joining the Programme;
- 1.4. The points of deceased cardholders are not inheritable and will be transferred to the Programme Prize Pool.

### **2. Functionality of the PLUS Programme of UniCredit Bulbank AD**

- 2.1. The PLUS Programme of UniCredit Bulbank AD is a programme developed and maintained by the Bank for partnership between the Bank and the Merchants with which the Bank has concluded a partnership agreement with predefined terms and conditions. The rights of the Bank related to the technical support and maintenance of the Programme are not subject to transferring;
- 2.2. Each Merchant in the Partner Network shall provide to the authorized holders of main and additional cards issued by UniCredit Bulbank AD to individuals, participating in the Programme, upon making a purchase at a real POS terminal at their merchant outlet, a fixed amount, a percentage of the purchase price, or a fixed amount and a percentage of the purchase price, in the form of points;
- 2.3. Each authorized holder of a main and/or additional card participating in the Programme will receive points upon making transactions at real POS terminals at Merchants in the Partner Network;
- 2.4. Upon making a purchase at a real POS terminal with a Merchant from the Partner Network, each authorized holder participating in the Programme may utilize the Cardholder Points available on his or her customer number in the Points Storage Fund;
- 2.5. The authorized holder of the main and/or additional card will have the right to use the Cardholder Points available on his or her customer number in the Points Storage Fund in the Partner Network

not later than the last day of the fifth year following the calendar year in which they were provided by a Merchant in the Partner Network;

- 2.6. The authorized holder of the main and/or additional card will lose rights over the accumulated points which have not been used in the term defined in the preceding item 2.5, and these points will be transferred in the Programme Prize Pool;
- 2.7. Detailed information of the Programme, the Merchants participating in the Programme and the conditions determined by them, is available on the Bank's website – [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg).

### **3. Disputed payments**

- 3.1. If an authorized holder disputes a payment made for his or her account in favour of a Merchant from the Partner Network through the Issuing Bank claiming that the payment was not made by him or her, or was made by a forged card, the good was not received or the service was not provided or in any other circumstances which entitle the authorized holder to claim a chargeback, if the complaint is reasonable, the Bank will reverse the amount of the disputed payment and will refund to the Merchant the BGN equivalent of the points provided by it to the cardholder from the points of the cardholder related to the disputed payment, available on the cardholder's client number in the Points Storage Fund. If there are no sufficient points on the client number of the cardholder, the shortage will be borne by the Bank and will be refunded to it as soon as possible when a sufficient number of points is accumulated on the client number of the cardholder in the Points Storage Fund;
- 3.2. The dispute of the payment will be made by the authorized holder of the main card.

### **4. Reporting**

- 4.1. On a monthly basis, to an e-mail address of the authorized holder of the main or additional card (if there is a valid such in the Bank's information system) or upon request at a branch of the Bank, the Bank will provide to each authorized holder "User Activity Information for the PLUS Programme" regarding the provided, utilized, existing and expiring Cardholder Points;
- 4.2. An authorized holder using the service Bulbank Online shall receive information in real time in a form determined by the Bank.
- 4.3. Information about the available points may be received at any POS terminal at a Merchant from the Partner Network.

### **5. Programme Lottery**

Every year in the form of a Lottery the Bank will redistribute the points accumulated in the Programme Prize Pool. The Lottery will take place in the presence of a notary. In the Lottery there will participate all authorized holders of active bank cards issued by the Bank to private individuals. The first Lottery will take place in the first quarter of 2018 under such terms and conditions as specified additionally on the Bank's website – [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), where the cardholders will be informed in due time of the first and the following Lotteries.

### **6. Termination of the Programme**

The termination of the Programme will be announced on the Bank's website – [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), with a one-month prior notice, and there will be defined the twelve-month period in which the authorized holders will be entitled to use the points available for their customer number in the Partner Network of the Programme. In the twelve-month period, the Merchants will not provide Cardholder Points. After the expiry of the twelve-month period, the points which have not been used and are available in the Points Storage Fund will be liquidated for the cardholders in their BGN equivalent of BGN 0.01 = 1 point, and for the existing points in the Prize Pool, there will be a lottery between the authorized holders of bank cards issued by the bank to private individuals.

## **Section IX. OTHER TERMS AND CONDITIONS**

1. In the event of changes to these General Terms and Conditions, at least 2 (two) months before the date on which the changes take effect the Bank shall notify the Authorized Holder through messages in

the branches of UniCredit Bulbank AD as well as by publishing the changes on the Bank's website. The Authorized Holder can receive the planned changes on paper upon request at the teller desks of the Bank.

2. On its website the Bank shall notify the Authorized Holder of any amendments to the General Terms and Conditions applicable to the signed agreement. Whenever the Authorized Holder disagrees with amendments to the General Terms and Conditions he/she can withdraw from the agreement without specifying a reason for doing so as well as without owing an indemnity or penalty, or continue to perform the agreement according to the General Terms and Conditions that were in force before the amendment. The Authorized Holder shall exercise his/her right under the preceding sentence by sending to the Bank a prior written notice within one month after the publication on the Bank's website. The amendments to the General Terms and Conditions shall be binding on the Authorized Holder under the agreement when the Authorized Holder has been notified thereof as per sentence 2 and he/she has not exercised his/her right under sentences 3 and 4 of this item.

3. These General Terms and Conditions have been drawn up on the grounds of Art.57 of the Credit Institutions Act, Art.37 of the Law on Payment Services and Payment Systems and Art. 298 of the Commerce Act, they have been adopted by the Bank's Management Board pursuant to a decision under Minutes No.31 from 14.07.2010 and last updated by a decision of the Management Board under Minutes No.42 from 11.10.2017, and come into force from 29.01.2018. They shall form an implicitly inherent and integral part of each agreement concluded by the Bank and of the amendments thereto, referring to these General Terms and Conditions, and are to be considered in their entirety as one whole document and shall be applied as long as the particular agreement does not provide otherwise.

4. In case of any discrepancy between the Debit/Credit Card Agreement and these General Terms and Conditions, the provisions of the particular Agreement shall apply.

5. Any relations between the Authorized Holder and the Bank which are not settled in these General Terms and Conditions or in the Debit/Credit Card Agreement shall be settled in accordance with the Law on Payment Services and Payment Systems, Ordinance No. 3 of the BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments as well as pursuant to any other applicable regulations of the Bulgarian legislation.

These General Terms and Conditions (framework agreement) form an integral part of each Agreement for a Debit/Credit Card. These GTC are part of a request for SMS notification and/or Secure Online Payments for an existing debit and/or credit card for individuals in which the Customer has confirmed in writing that he/she has read these GTC. These GTC have been drawn up pursuant to art. 298 of the Commerce Act and each party has received a copy.