

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

## Section I. DEFINITIONS

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

**Bank card** (hereinafter referred to as (the) card) - a type of personalized payment instrument used repeatedly for the purpose of identification of the authorized user of payment services and for remote access to a payment account and/or to a credit limit negotiated in advance, which can be used for payment and reference operations, too. The digital bank card may be provided and used without physical plastic.

**Bank Card Brand** means the brand of Visa International, Inc., Mastercard International, Inc., Discover, China UnionPay Co. Ltd or any other international card organization/card scheme that provides cards approved for payment by the Bank. The bank card brand is subdivided into sub-brands.

**Main bank card** - A card issued to its authorised user who is also the holder of the payment/card account servicing the card.

**Additional bank card** - a card issued at the request of the Authorized Main Card User (Holder) subordinated to the main debit/ credit card and related to the Holder's account on which the transactions/liabilities on the additional card are booked/repaid.

**Bank Card Contract** - Any contract for the issue of a debit card, contract for the issue of a credit card to individuals, contract for the provision of payment services through bank credit cards as electronic payment instruments.

**Authorized main bank card user** – 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 provided to him/her by the Bank and with whom the Bank concludes a Bank Card Agreement. Authorized Main Card User of a debit card as per the terms and conditions or art. 4 of the Persons and Family Act may be a minor person from 14 until becoming 18 years old allowed to use the maximum transaction limit defined in the Tariff for Fees and Commissions of UniCredit Bulbank AD for individuals or specified by the minor person or his/her legal representative within the limit specified in the Tariff of UniCredit Bulbank AD. With the main debit card specified in the preceding sentence only the payment operations specified in items 1.1.1, 1.1.2, 1.1.5, 1.1.8, 1.1.10, 1.1.11 and 1.1.12 of Section III may be performed as well as all the following operations for reference and non-payment operations specified in Section III, item 1.2 and its sub-items. The main debit card issued to a minor person cannot be used for performing the payment operations in merchant outlets that the International Card Manufacturers Associations classify as offering gambling, goods and services related to weapons, alcohol and cigarettes, sexual goods and services. At a request of the minor person and his/her legal representative the possibility for performing the payment operations specified in item 1.1.2. of Section III may not be provided to the minor person.

**An Authorized User of an additional bank card** is a local or foreign legally capable individual specified by the Authorized User of the Main Card to whom the Bank issues additional debit/credit cards according to these General Terms and Conditions. An additional debit card may be issued as well to an infant from 6 to 14 years old or to a minor person from 14 to 18 years old (where this infant/minor person is a child or is under the custody of the Authorized User of the main card) at the maximum limit specified in the Tariff of UniCredit Bulbank AD. The additional debit card issued to an infant at age 6 to 14 years old may be used only for performing the payment operations specified in items 1.1.1, 1.1.5, 1.1.8 and 1.1.10 from Section III of these GTC as well as all the following operations for reference and non-payment operations specified in Section III of these GTC, items 1.2.1, 1.2.4 and 1.2.5. The additional debit card issued to an infant at age 14 to 18 years old may be used only for performing the payment operations specified in items 1.1.1, 1.1.2, 1.1.5, 1.1.8, and 1.1.10 from Section III of these GTC as well as all the following operations for reference and non-payment operations specified in Section III of these GTC, items 1.2.1, 1.2.4 and 1.2.5. The additional debit card issued to an infant or to a minor person cannot be used for performing the payment operations in merchant outlets that the International Card Manufacturers Associations classify as offering gambling, goods and services related to weapons, alcohol and cigarettes, sexual goods and services.

**The account** is a payment account held in the name of the Authorized Main Debit Card User. The operations made by the card – payments and proceeds as well as fees, commissions and interests, payable by the Authorized User, shall be booked on the card account. The Bank shall open the account by order of the Holder. The relations between the parties in connection with the account shall be governed by the GTC of the Bank for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments.

**Card account (CA)** is a repayment account kept in the name of the authorized user of a main bank card in the Bank used for repayment (of the entire amount or part) of the credit limit utilized by using the card.

On the card account the Authorized User can also deposit own funds exceeding the credit limit, to which the Authorized Main Card User shall have access through the card. Transactions made by the Card – payments and proceeds as well as fees, commissions and interests, payable by the Authorized User, shall be booked on the card account. The Bank shall open a card account by a written order of the Holder. The relations between the parties in connection with the Card Account shall be governed by the GTC of the Bank for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments.

**Personal identification number (PIN)** - an authentication code provided in paper format by the Bank to the Authorized User of the card to be used for activation of the card or for performing payment/reference or other non-payment transactions operations with the card.

**Electronic Personal Identification Number (E-PIN)** – an encrypted activation code provided by the Bank to the Authorized User of the card through the Bank's electronic channel for the Bulbank Mobile service, and used for payment/reference or other non-payment transactions operations with the card (provided only to customers of the Bank who use the Bulbank Mobile service). The digital bank card is provided with the option for creating an E-PIN

**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 be accrued.

**Interest rate on unauthorized overdraft** – the interest rate accrued on the amount of the utilized unauthorized overdraft on debit cards.

**Cash deposit (deposit operation)** – A service that allows cash to be deposited by card at an ATM owned by the Bank and supporting the service. The deposit shall be promptly reflected in the account of the card used to make the transaction. The deposit can only be made in BGN, and the machine processes denominations of BGN 5, BGN 10, BGN 20, BGN 50 and BGN 100; the maximum number of denominations per transaction depends on ATM capacity. In the case of a deposit into a foreign currency account, the current 'retail sale' rate at the time of posting the transaction shall apply.

**Cash back** - paying with a debit or a credit card with brands approved by the Bank on a POS terminal in a merchant outlet in the Republic of Bulgaria with receipt of cash on hand.

**Imprinter** - a mechanical device for making payments for goods or services at a merchant outlet by imprinting the bank card on special receipts.

**International card organizations (ICO)** - Legal bodies managing the card brands.

**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 is waved at a POS terminal with the PayPass or PayWave logo; and at other contactless payment services approved by the Bank.

**Contactless payment** - the card is brought near a POS terminal device with the PayPass or payWave logo and of other brands of payment and prepaid cards for contactless payment approved by the Bank.

**Near Field Communication (NFC)** – A technology in which through a hardware (a chip), present in a mobile device, a high-speed data transfer is done from a mobile device to another device, which is in close proximity (from 4 to 10 cm). NFC provides a possibility for contactless payments/withdrawals with bank cards and/or mobile devices that support this technology.

**Contactless payment/withdrawal with a mobile device** – making a payment/withdrawal at a contactless ATM or a POS terminal device supporting the service, through a mobile device with a NFC functionality.

**Digital Wallet** – an integrated functionality of the e-banking service of the Bank, Bulbank Mobile, by which a bank card is added/digitalized in a digital wallet or an application for a mobile device, providing a possibility for adding/digitalizing a bank card in a digital wallet.

**Digitalization** – The process of adding a bank card by its Authorized User to the service for payment/withdrawal with a mobile device in a digital wallet.

**Digitalized Card** – A bank card, which is included by its Authorized User in a digital wallet through the service for electronic banking of the Bank, Bulbank Mobile, or added into a digital wallet maintained by another payment services provider. The digital bank card is digitalized to digital portfolio so that it might be used for real contactless terminal devices POSs/ATMs.

**On-line payment mode** – payment by a bank card on a POS terminal device upon which information is sent for authorization to the authorization system of the card issuing bank.

**Off-line payment mode** – payment by a bank card on a POS terminal device upon which information is not sent for authorization to the authorization system of the card issuing bank.

**Call Center** – a 24-hour information center for customers of the Bank.

**Bulbank Mobile** - an electronic banking service provided by the Bank providing to the Authorized User of the Card a technical possibility for remote access through a specialized application for mobile devices to the funds kept on the cards specified by the Authorized User opened in his/her name with the Bank for performing payment operations within the limits established for the card and the service Bulbank Mobile, as well as a possibility for requesting products and services of the Bank, including a change of their terms and conditions.

**Bulbank Online** - an electronic banking service provided by the Bank providing to the Authorized User of the Card a technical possibility for remote access via Internet on the following address: <https://bulbankonline.bg/>, to the funds kept on the cards specified by the Authorized User opened in his/her name with the Bank for performing payment operations within the limits established for the Card and the service Bulbank Mobile, as well as a possibility for requesting products and services of the Bank, including a change of their terms and conditions.

**SMS notification service** – for the cards registered for this service information is sent to the Authorized Users about the payments made by the cards subscribed for this service and the funds available on them. Provider of the service is DATAMAX AD, with UIC 831257470.

**Subscription deposit** - an amount deposited in advance, specified by the Authorized Main Card User used for paying 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.

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

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

**Secure online payments** - a service of the Bank for subscription of an Authorized User of a card issued by the Bank in the programmes Visa Secure and Mastercard Identity Check of ICO for identifying of the Authorized User of a card in performing a payment on a merchant's website, included in the programmes.

**Dynamic password for online payment** – it provides for strong customer authentication of the Authorized User of the Card for online payment, according to Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication. It represents a series of symbols, which is used for authentication of the Authorized User of the Card and for confirmation of an online payment on a merchant's website participating in the programmes Visa Secure and Mastercard Identity Check. The dynamic password is one-off, unreplicable and valid for a particular transaction with a particular merchant. The dynamic password is provided and accessed through the services for online banking of the Bank, Bulbank Online and Bulbank Mobile, and is used personally by the Authorized User of the card. The dynamic password contains information for the transaction requesting confirmation (recipient and amount). The digital bank card is subscribed automatically for the Dynamic password for online payment.

**UniCredit Shopping Card** – Standard payment card with a registered trademark of UniCredit Bulbank AD and UNICREDIT CONSUMER FINANCING EAD, with UIC 175070632, issued by UniCredit Bulbank AD and through which the authorised user draws a credit limit granted by UNICREDIT CONSUMER FINANCING EAD with the possibility of rescheduling the repayment of the credit limit used for the purchase of goods/services.

**Gold Smart Credit by UniCredit Bulbank** – Premium payment card, issued by UniCredit Bulbank AD and through which the authorised user draws a credit limit granted by UNICREDIT CONSUMER FINANCING EAD with the possibility of rescheduling the repayment of the credit limit used for the purchase of goods/services.

**Platinum SMART Credit** – Premium payment card, issued by UniCredit Bulbank AD and through which the authorised user draws a credit limit granted by UNICREDIT CONSUMER FINANCING EAD with the possibility of rescheduling the repayment of the credit limit used for the purchase of goods/services.

**Foreign exchange rates** – the rates of 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 User.

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

**Sanctions** shall mean all laws and regulations, restrictive measures for implementation of economic, financial or commercial sanctions or other sanctions, which are introduced, applied, administered, imposed, enforced or publicly notified by:

- (a) The United Nations (UN);
- (b) The European Union;
- (c) The United States of America (USA);
- (d) United Kingdom/Italy/Federal Republic of Germany;
- (e) the government, any official institution, body and/or agency of each person listed in letters a) to d) above; and/or
- (f) any other government, official institution, body and/or agency with a jurisdiction over any party to an agreement and/or its related persons.

**Sanctioned country** shall mean every country or territory that is or whose management is subject to sanctions, generally for the country or for the whole territory.

**Sanctioned person** means a person that is subject to sanctions or is owned or controlled by another sanctioned person.

A “**group**” is a group of undertakings, consisting of a parent company, its subsidiary companies and the legal entities in which the parent company or its subsidiary companies hold a participation, as well as the companies related to each other under the meaning of Art. 22 of Directive 2013/34/EU of the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, amending Directive 2006/43/EC of the European Parliament and of the Council and repealing Council Directives 78/660/EEC and 83/349/EEC (OB, L 182/19 of 29 June 2013).

**Embargo** – A legislative measure by means of which one country (a unilateral embargo) or a group of countries/international organizations (a multilateral embargo) limit or stop their economic, financial and trade activities with an entity. Embargo may refer to legal entities, natural persons or countries.

## SECTION II. SUBJECT

These General Terms and Conditions for bank cards for individuals and for providing payment services by bank cards as electronic payment instruments, hereinafter referred to as the General Terms and Conditions, shall govern the relations between UniCredit Bulbank AD (“the Bank”), entered in the Commercial Register with the Registry Agency with UIC: 831919536 with registered seat and management address: City of Sofia, Vazrazhdane District, 7 Sveta Nedelya Sq., email address: CallCenter@UniCreditGroup.bg website: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), performing banking activity under the supervision of the Bulgarian National Bank under License No. PJ22-2249/16.11.2009 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 binding for customers and form an integral part of the respective bank card contract referring to them. These General Terms and Conditions have the legal effect of a framework agreement under the Payment Services and Payment Systems Act and governs the requirements and payment relationships subject of the relevant contract .

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

#### **Providing payment services through bank cards as electronic payment instruments**

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

At the request of a holder of an account opened with the Bank the latter shall issue a card. For this purpose the parties shall sign an agreement.

1.1. The Authorized User may perform through the card the following payment operations in the country and abroad on devices marked with brand of Visa, Mastercard or other brands of payment and pre-paid cards approved by the Bank.

1.1.1. Payment of goods/services on a POS terminal;

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

1.1.3. Periodic payments, subscription payments, repeated operations with payment cards, including by order of the recipient of the payment;

1.1.4. Periodic payments, subscription payments, repeated operations with payment cards, including by order of the recipient of the payment;

1.1.5. Payment for goods and services in retail outlets or cash withdrawal at a cash desk in a bank on a mechanical device – imprinter (not available for Visa Electron and V PAY cards);

1.1.6. Cash back;

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

1.1.8. Withdrawal of cash from an ATM – The maximum amount of cash and currency, that can be withdrawn from an ATM, is determined by the bank managing the devices, and the card limits;

1.1.9. Paying bills through ATMs in the system of BORICA AD;

1.1.10. Cash deposits in the Republic of Bulgaria at an ATM maintaining the service and owned by the Bank.

1.1.11. Contactless payment/withdrawal with a mobile device with a digitalized bank card in a digital wallet.

1.1.12. Payment of goods/services on the Internet through a digitized bank card in a digital wallet.

1.2. By the card the Authorized User may perform the following operations for reference as well as non-payment operations:

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

1.2.2. Change of E-PIN – at ATMs on the territory of the country bearing BORICA AD logo, where the Authorized User wishes to change the E-PIN received through Bulbank Mobile; (a digital bank card E-PIN can be created only through the Bank's e-banking service);

1.2.3. Statement of the balance on the account – via ATMs on the territory of the country. For Visa cards – on devices all over the world;

1.2.4. Information about the last 5 transactions - only at ATMs in the Republic of Bulgaria;

1.2.5. Statement of the balance via the Call Center of the Bank and in case of emergency or need for other information related to the card using;

1.2.6. Statement of the transactions in an online mode by sending SMS when there is a subscription for the SMS notification service.

1.2.7. Statement of the cash available and movement on account/card through the services of the Bank for online banking Bulbank Mobile or Bulbank Online - after providing and activation of the service.

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

2.1. The Authorized User's order for bank card payment transactions is received indirectly at the Bank electronically through telecommunication from the provider of goods, services or cash. The Bank shall execute the order of the Authorized User immediately after its receipt unless the Authorized User has failed to fulfill his/her obligations under these General Terms and Conditions.

2.2. Payment orders shall be carried out in the chronological order of their receipt by the provider pursuant to the provisions of Chapter Five 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 User 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 User for execution of a payment transaction (payment order), or a number of payment transactions by a 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 operation by a bank card shall be given before the execution of the payment transaction and it cannot be withdrawn after its receipt by its supplier of payment services in the way and procedure agreed between the parties.

2.4. The Bank and the Authorized User agree that for the purposes of execution of payment operations through the card, the following ways and procedure for giving consent by the Authorized User for performing payment operations through the bank card will be used.

2.4.1. By providing/using a card by the Authorized User of payment services with or without PIN/E-PIN code entering in order to carry out the respective payment service;

2.4.2. By entering and/or registering card details online by the Authorized User – bank card number, expiry date of the bank card, CVC2/CVC2 code (the three-digit code, printed on the reverse side of the card -or available in the profile of the Authorized User in Bulbank Mobile, when the card is digital) and/or a dynamic password for online payment – for transactions on the internet, etc. in the absence of the physical presence of the card and the authorized user;

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

3. If a declaration under the Measures against Money Laundering Act about the origin of the deposited funds is required when using the card to deposit cash at an ATM, the authorized user signs the declaration by entering the PIN/E-PIN of the card. **Fees, commissions, interest rates and exchange rates in relation to the provided bank card payment services**

3.1. Upon termination of a bank card contract, the Authorized User is required to pay the relevant fees for bank card payment services charged under the contract, in proportion to the elapsed term of the contract. If such fees have been paid in advance, they will be refunded in proportion to the elapsed period.

3.2. Fees and commissions, as well as transaction limits and conditions for the issuance and servicing of debit/credit card payments, as well as upon termination of a framework agreement, shall be determined in accordance with the Bank's Tariff of Fees and Commissions for Individuals in force for the relevant charging period, unless otherwise agreed with the authorized user.

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

4.1. Any communication between the parties under this framework agreement will be carried out in Bulgarian or English.

4.2. Information/other correspondence in connection with the implementation of these General Terms and Conditions is provided/made available to the authorized user through the Bank's electronic channels, by e-mail, at a correspondence address, upon request to the Bank, as well as on the Bank's website.

4.3. The Bank provides/makes available to the authorized user of the main bank card, free of charge, once a month, information on payment transactions by the bank card for the previous calendar month through the Bank's electronic channels, unless otherwise agreed with the authorized user. In the event that the authorized user has not agreed on the way to provide/make available the information or the specified address/email (e-mail address) is wrong, incomplete or non-existent, the Bank provides/makes the information available through the Bank's electronic channels or upon request to the Bank when the authorized user does not use the Bank's electronic banking services.

4.3.1. The authorized user pays the Bank a fee, according to the Bank's Tariff of fees and commissions for individuals, for the provision of information with delivery to an address on paper or in the form of a certificate, or for additional information/information provided at the request of an authorized user of a main bank card for a period shorter than a month, unless otherwise agreed with the authorized user.

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

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

1.1. The Bank shall issue a main or a additional card to the authorized user in BGN, EUR or USD, based on a written application and provided documents. The digital bank card is provided in BGN only. The credit limit used through a credit card shall be granted in BGN or EUR only. The Bank shall issue/reissue a card in accordance with the legislation in force in the Republic of Bulgaria, these General Terms and Conditions, the Bank's Tariff of Fees and Commissions for Individuals and the relevant agreements. The number of cards, that may be issued/reissued to one authorized user, shall be determined by the Bank.

1.1.1. The brand under which a bank card is issued/reissued shall be determined by the Bank.

1.1.2. The Bank has the right to reissue a bank card with a brand different from the brand of the reissued bank card, including before the expiry of the card. The reissued card shall have a new number, expiry date and initial PIN/E-PIN.

1.2. The Bank shall issue/reissue a main or a additional card with its delivery: to an address specified by the authorized user or to a branch of the Bank.

1.3. The Bank shall deliver the Card in person to the Authorized Cardholder at a branch of the Bank. The additional card shall be delivered in person to the authorized user of the main card or to the authorized user of the additional card. The authorized user of the main/additional card shall receive a personal identification number (PIN) for the card on paper, to be used only for activation of the card by its authorized user at an ATM, which activation must be performed within six months of receipt of the card. In case the card is not activated within the aforesaid six-month period, a new Bank Card Issuance Application must be submitted. On issuance/reissuance of the card with an E-PIN and delivery to the address specified by the Authorized User, the courier will hand over the card with an activation code which will serve for identification of the Authorized User and for subsequent generation of the E-PIN. The Authorized User of the Main/Additional card needs to activate the card with the E-PIN received via Bulbank Mobile, which should be done within three months from receipt of a newly issued card and six months from the receipt of a reissued card. Where the card is not activated within the aforesaid period of three months, a new Bank Card Application Form will have to be submitted.

1.3.1. The Digital Bank Card will be provided activated for online purchases and, following its addition to a Digital Wallet, for payments at POS terminals and cash withdrawal from contactless ATMs and cash deposits at the Bank's contactless deposit devices. After acquiring the card, the Authorized User can create the card's E- PIN in his/her Bulbank Mobile account. Entering the E-PIN will be necessary when withdrawing cash from contactless ATMs and for depositing cash at the Bank's deposit devices.

1.4. When issuing/re-issuing a card with delivery to an address specified by the Authorised User, the Authorised User must provide an address and mobile phone number. Where the Authorised User provides a wrong, incomplete or inaccurate address or telephone number, the Bank will not be held liable for non-delivery of the card.

1.5. The validity term of the card is indicated on its front or is available in Bulbank Mobile, when the card is digital and the validity of the card shall expire at 24:00 h. on the last day of the month indicated on the Card.

1.6. The card is issued/reissued by the Bank within a period of up to 5 business days from the date of account opening and/or submission of a request for card issuance/reissuance/credit limit determination for the card, and no later than one month before the expiration date indicated on the card being reissued. The digital card is issued on the day the card issuance request is submitted (and a payment account in the respective currency that will service the card is opened, if such an account is not available).

1.7. Receiving a card and PIN/E-PIN:

1.7.1. At the address specified by the Authorised User - the service may be used only if the Authorised User uses Bulbank Mobile. The Bank will issue the card with an E-PIN and delivery to the specified address. The card will be delivered by a courier to the Authorised User in the manner agreed between the Bank and the courier. At the time of delivery, the parcel must be in good condition, with no damage to the packaging. Where the overall appearance of the parcel is compromised (it shows signs of unsealing, tearing or has other external marks that compromise its integrity), the Authorised User should not accept the parcel and must not proceed with E-PIN extraction and card activation. If the courier fails to locate the Authorised at the specified address, this fact should be noted by the courier, the card will be redirected to the Bank and may be collected only at a Bank branch. In case of redirection of the card to a new address, an additional charge will be applied by the courier at the expense of the Authorised User. Changes to the delivery address of the card may be made before or on the day of delivery via the courier's online platform or via phone call. Where the card is issued with an E-PIN, the Authorised User may carry out transactions after activation via Bulbank Mobile, which must be done within three months of receipt of the card. Following activation of the card with E-PIN, the E-PIN can be changed with at an ATM bearing the BORIKA AD logo. Where the card is not activated within the above mentioned three month period, a new bank card issuance application must be submitted. In case of delivery of a card to an address indicated by the Authorised User, the Authorised User of the main card will be liable for a fee, where this is provided for in the Bank's Tariff of Fees and Commissions for Individuals.

1.7.2. The Authorized User of the Main and/or the Additional Card receives the card and an initial PIN on paper in a branch of the Bank after he/she puts his/hr signature on a Statement for receiving a bank card. Ne/she must put his/her signature in the signature panel on the reverse side of the debit/credit card. If an Authorized User of an Additional Card is a minor person, the card and the envelope containing the PIN shall be given to the Authorized User of the Main Card.

1.7.3. A Digital Bank Card will be provided through Bulbank Mobile on the day on which the Card Issuance Application is submitted (and a payment account is opened in the relevant currency where such an account is not already in place), with the option for creation of an E-PIN.

1.8. Following receipt/delivery of the Card, the Authorised Card User will be responsible for its safekeeping.

1.9. The Authorized User shall change his/her initial PIN, received in paper form, at an ATM with the logo of BORIKA AD to activate the provided card and after that he/she shall destroy the envelope containing the initial PIN code provided by the Bank. After activation of the card with E-PIN, the E-PIN can be changed at an ATM with the logo of BORIKA AD. The Authorized User shall not disclose the PIN/E-PIN to anyone, shall not record it on the card or on any items kept together with the card and shall take every possible measure to prevent any third party from becoming aware of it, including upon entering it on the keyboard of an ATM or a POS terminal device.

1.9.1. The E-PIN of a digital bank card is created through its Authorised User's account in Bulbank Mobile. The Authorised User of a digital bank card must not communicate the E-PIN to anyone, must not take screen shots when receiving details of the PIN, or write it down on objects that are stored together with the mobile device through which the card is used, thus preventing the possibility of its recognition by third parties, including when entering it on an ATM keypad.

1.10. In case the Authorized User of an active debit card forgets his/her PIN, the Bank shall issue only a new PIN based on a completed Application for re-issuance of a PIN without issuing a new card, for which the Authorized Main Card User shall pay a fee as per the effective Tariff of UniCredit Bulbank AD for the fees and commissions of Individuals.

1.11. If the Authorised User of an active Debit Card forgets his/her original E-PIN, the Authorised User has the option of retrieving the original E-PIN through Bulbank Mobile, but not more than thirty (30) times and only within thirty (30) days from card activation. Following expiry of the E-PIN preview period and in the event that the Authorised User has forgotten his/her E-PIN, the Bank will issue a new paper PIN based on a submitted PIN Reissue Application without issuing a new card, or will issue a new card and PIN and close the old card, on the basis of a new Card and PIN Issuance Application, for which the Authorised User of the main debit card must pay a fee in accordance with the current Tariff of UniCredit Bulbank AD on fees and commissions for individuals. The E-PIN of a digital bank card will be created by the Authorised User in his/her account in Bulbank Mobile..

1.12. If the Authorised User of an active credit card/ UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit card forgets his/her PIN/E-PIN, the Bank will issue a new card with the same validity period and a new PIN, based on a submitted Card and PIN/E-PIN Reissue Application, for which the Authorised User of the Main credit card/UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit card

- must pay a fee in accordance with the current UniCredit Bulbank AD Tariff of Fees and Commissions for Individuals. The Authorised User must return the old card to the Bank, which will be destroyed in his/her presence, and must sign a Card Receipt Protocol.
- 1.13. In case the Authorized User of an inactive debit/credit card/payment card UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit forgets his/her PIN, the Bank shall issue him/her a new card with a new PIN based on a completed Application for re-issuance of a card and a PIN for which the Authorized Main Card User shall pay a fee as per the effective Tariff of UniCredit Bulbank AD for the fees and commissions of Individuals. The Authorized User shall return to the Bank the previous card, which shall be destroyed in his/her presence and shall fill in and sign a Statement for receiving a bank card.
- 1.14. Except as provided in Clauses 1.15.1 and 1.15.2, the Bank shall, upon expiry of the card and at the Bank's discretion, reissue the card with a new expiry date and a new initial PIN or E-PIN, which may be obtained by the authorised user after the 10th day of the month in which the old card expires. The card will be reissued with a new validity period and a new original PIN upon expiry, and the same may be obtained by the Authorised User after the 10th day of the month in which the old card expires. The Bank will notify the Authorised User through its electronic banking channels and/or by sending a message on another durable medium that the card has been reissued and how it can be obtained, not less than one month prior to the card's expiry date.
- 1.14.1. The Bank will not unilaterally and automatically reissue a debit card if no payment transaction has been made using the card for the last 12 (twelve) months. Debit cards issued to minors (6 to 14 years old) will not be automatically reissued.
- 1.14.2 Where an application for the reissuance of a debit card is made through the Bank's e-banking service "Bulbank Mobile", the reissued card may be received by the authorised user within 5 business days after the application for the reissuance of the card is submitted.
- 1.14.3. The Bank will have the right not to reissue, nor to hand over an already reissued Card, in the cases referred to in Clauses 2.2.2, 2.2.5, 2.2.13, 2.2.14 and 2.2.16 of Section V.
- 1.15. The Authorised User must notify the Bank in writing, in free text, not later than one month before the expiry date of the Card, that he/she does not wish the Card to be reissued
- 1.16. A card that has been issued but uncalled for within a period of 3 (three) months from the date of issuance shall be destroyed by the Bank. A card reissued with a new number before the expiration of its validity period that is not collected within 3 (three) months from the date of reissuance shall be destroyed by the Bank. A card reissued due to the expiration of its validity period, as well as a card reissued with the same number before the expiration of its validity period, that is not collected within 6 (six) months from the date of reissuance shall be destroyed by the Bank.
- 1.17. Upon receipt of a reissued card, the authorised user shall return the old card to the Bank, which shall be destroyed in his presence, and shall sign a statement for the receipt of the reissued bank card in case the card is received at a branch of the Bank.
- 1.18. The card shall be the property of the Bank and shall be returned to it upon the expiry of its validity or on the day of termination of the bank card agreement.
- 1.19. 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 User in the following cases:
- 1.19.1. The card is unusable right at attempting the very first transaction with it;
- 1.19.2. The magnetic stripe of the card and/or its chip is damaged or unmagnetized;
- 1.19.3. A technical error was made through the Bank's fault upon the issuance of the card.
- 1.19.4. Suspected unauthorized use;
- 1.20. Before expiry of the validity of the Card the Bank shall re-issue it for the account of the Authorized Main Card User after receiving an Application in the cases of:
- 1.20.1. Lost/ stolen card;
- 1.20.2. Error in the specified data upon issuing the card through the fault of the Authorized User, for which the Authorized User of the Main Card shall pay a fee pursuant to the Bank's Tariff for the fees and commissions of individuals;
- 1.20.3. Change of the name of the Authorized User;
- 1.20.4. The card is retained by an ATM (due to technical failure of the ATM or mechanical damage to the card).
- 1.20A. Prior to expiry of the Card, the Bank will reissue the Card at its own expense in the cases referred to in clause 1.1.2 of this Section and clause 2.2.19 of Section V.
- 1.20.5.
- 1.21. Card and PIN shall not be handed over on the basis of a power of attorney.
- 1.22. The Bank shall issue additional bank cards at the request of the Authorized User 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:
- 1.23. The issuance and use of the additional cards shall be entirely at the risk and responsibility of the Authorized User of the Main Card; The Authorized User of the Main Card shall be held liable for any harms and damages to the Card or the Bank.
- 1.24. All fees, commissions and other charges in relation to the use of the additional card shall be paid by the Authorized User of the Main Card;
- 1.25. When a cancellation application is submitted for a Main Card, all additional cards subordinate to such Main Card shall also be cancelled.

- 1.26. Where a Main Debit Card has is destroyed in accordance with the provisions of item 1.16, fees, commissions, and interest shall be due on the account servicing the card, in accordance with the Bank's Tariff and Rate Bulletin for Individuals regarding a payment account without a debit card.
- 1.27. In case of death of the Authorized Main Card User, his/her heirs shall notify the Bank and return the Main Card and any additional cards thereto. The Bank shall block and close the Main and the additional cards.
- 1.28. The Bank is not liable for any payments made by the Bank Card until the date on which a written notification is received accompanied by an official document certifying the death of the Authorized User of the Card.

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

- 2.1. For contactless payment at a POS terminal in retail outlets in the country and abroad, marked with the service sign. When the contactless payment is above the limit approved by the ICO and the Bank for the respective country, the order shall be executed either in a contactless way or in a contact way, according to the requirements applicable for the respective country. In both cases of the preceding sentence, the payment is made after entering the PIN/E-PIN and/or signing the transaction document. Where the contactless payment is up to the limit set for the relevant country by the ICO and the Bank, the order is executed without entering the PIN/E-PIN and/or signing the transaction document.
- 2.2. Contactless payment/withdrawal with a mobile device with a digitalized bank card in a digital wallet.
- 2.3. When the Authorized User uses the Card he/she has to confirm the transaction in one of the following ways or a combination thereof:
- 2.3.1. By entering the PIN/E-PIN – when performing operations at an ATM and a POS terminal device. During the execution of the contactless payment, the PIN shall be entered when the amount of the payment is above the limit approved by the International Card Organization and the Bank for the respective country.
- 2.3.2. Entering the PIN/E-PIN on the keypad of an ATM and/or a POS terminal device upon the reading of the chip (the magnetic stripe) of a bank card;
- 2.3.3. With a signature on a receipt/ entered PIN/E-PIN, a signature on an invoice and a valid identity document – for cash withdrawals in a bank, exchange bureau or for transactions in casinos;
- 2.3.4. By entering and/or registering card data on the Internet by the authorised user - card number, card validity, CW2/CVC2 code (three-digit code printed on the back of the card or available in the profile of an authorized user in Bulbank Mobile ) and dynamic password for payment on the Internet - for transactions on the Internet, etc., without the physical presence of the card and its authorised user;
- 2.3.5. Through use of his/her biometric data – for transactions with digital wallets;
- 2.3.6. By showing an identity document – upon an explicit request by the merchant in case of a transaction on a POS terminal device.
- 2.3.7. By personally inserting the Card into the terminal device – when using self-service terminal devices.
- 2.4. The above specified methods shall have the effect of a legally valid means of identification of the Authorized User and shall serve as evidence of consent for making the payment with the card;
- 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 User enter his/her PIN/PIN incorrectly on the keyboard of a POS terminal device or an ATM for three consecutive times, any subsequent use of the Card shall be blocked automatically. In case the Authorized User knows his/her PIN/E-PIN, the card can be unblocked on the basis of a request for unblocking filled in personally by the Authorized User and submitted in a branch of the Bank, or by a phone call to the Bank's Call Center – after identification of the Authorized User.
- 2.7. If due to technical or other reasons the card is withheld by an ATM, it shall not be returned to its Authorized User but shall be reissued with a new PIN or E-PIN.
- 2.8. When a payment is made in a currency other than the currency of the card, the amount of the payment shall be converted into a settlement amount according to the foreign exchange rate of the International card organizations applicable on the settlement date. The account/credit card is debited at the Bank's relevant sell exchange rate applicable on the day of booking the particular transaction, which serves as a reference exchange rate. The currency of the settlement amount is EUR.
- 2.9. The fees and commissions for issuing and reissuing a bank card, for servicing payments with it, as well as the transaction limits are set out in the Bank's Tariff of Fees and Commissions for Individuals.
- 2.10. Based on the provided credit limit on the card, the Authorized User of an additional card performs payment operations at the risk, responsibility and expense of the Authorized User of the Main Card.
- 2.11. The Bank considers all transactions effected by the additional card to be carried out with the knowledge and consent of the Authorized User of the Main Card, except for the cases of objection by the latter.
- 2.12. By signing the Bank Card Agreement, the Authorized User 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 User in the cases foreseen in these GTC, other types of agreements concluded between the Bank and the Authorized User 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 Authorized User regarding amounts, interests, commissions and charges which the Bank has been



entitled to by the Authorized User by virtue of these GTC and/or any other agreements signed 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 User of the Main Card. The Authorized User of the Main Card provides his/her explicit consent that, in case an amount of a disputed payment is recovered on the account, servicing the card, both by UniCredit Bulbank AD and by the acquiring bank/the merchant, the Bank shall reverse the initial transaction of recovery of the amount, including when the funds available on the account, servicing the card, are not sufficient and the excess amount shall be considered unauthorized overdraft/exceeded credit limit used by the Authorized User, which shall be immediately due and payable, collected through direct debit and/or automatic collection, in accordance with the requirements and the provisions of Payment Services and Payment Systems Act and Ordinance No.3 of 18.04.2018 of the Bulgarian National Bank on the terms and procedure for opening payment accounts, execution of payment transactions and use of payment instruments.

2.13. Where a payment is made which exceeds the available balance in the account/card account, and the Customer fails to provide sufficient funds to repay the fees and charges payable to the Bank as per the Bank's Tariff for Individuals, the such excess amount shall be deemed to be an unauthorized overdraft/exceeded overdraft limit used by the customer, which shall be immediately due and payable, and shall be collected by direct debit and/or ex officio 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 amount of the total guaranteed amount, as set forth under the Bank Deposit Guarantee Act, which amount, as at the date of the present General Terms and Conditions, is BGN 196,000 in total.

3.2. The guaranteed amounts of funds pursuant to the Bank Deposits Insurance Act held with the Bank shall not be paid on accounts of individuals and in the cases provided for in the Bank Deposits Insurance Act.

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 a deed 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 are not 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 Deposits Guarantee within the three-month period indicated above.

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

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

#### **1.1. The Authorized User shall undertake:**

1.1.1. Use the card/the digitalized card only personally and in compliance with the terms and conditions for its issue and use;

1.1.2. After receiving the card, he/she shall activate the card in person through a change of the initial PIN or by generating an E-PIN via the Bulbank Mobile service, in which he/she shall take all reasonable measures for preserving the personalized security credentials, including not to record any information about the security credentials on the card and not to keep any information together with the card;

1.1.3. Act with due care and in good faith as legally required, in order to keep the main and the additional card and/or the mobile device with an installed digital wallet intact and safe;

1.1.4. Take all necessary measures to protect against the loss, destruction or damage of the card and/or the mobile device with an installed digital wallet, and its illegal taking;

1.1.5. To protect the card and/or the mobile device with an installed digital wallet against mechanical damage as well as any magnetic and electromagnetic interference and not to create conditions for or allow unauthorized access to it;

1.1.6. Not to provide the card, the card details, the mobile device with an installed digital wallet and the personalized security credentials to an unauthorized person by taking all necessary measures against their disclosure and preventing any access and use of the card and/or the mobile device with an installed digital wallet by any third party;

1.1.7. Operate with the funds on the account and use the card according to the methods and rules set in the respective agreement, these General Terms and Conditions as well as pursuant to the applicable national legislation.

1.1.8. Not to allow the card to be used for payments related to goods and services which are prohibited by a law, regulation or rule issued by a competent authority in the country where the card is used. In case the Authorized User uses the card and/or the mobile device with an installed digital wallet for other

purposes or if he/she provides them to another person, the Authorized User shall be liable for such actions and shall have the obligation to reimburse any amounts and/or expenses of the Bank occurring as a result of any wrongful use of the card, the account and/or the mobile device with an installed digital wallet;

1.1.9. When making payments by using the card the Authorized User shall identify himself/herself in a merchant outlet or at the Bank upon request;

1.1.10. To inform the Bank immediately about any changes to the personal data, including the number of his/her mobile phone, indicated by him/her in the Application for issuance/reissuance of the bank card. If the Authorized User fails to inform the Bank about a change in 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/reissuance of a bank card.

1.1.11. To notify the Bank or a person authorized by it in case of loss, theft, misappropriation or unauthorized use of the card immediately after s/he has become aware of that.

1.1.11.1. Notify the Bank immediately in case of destruction, forgery or occurrence of any circumstances allowing for the use of the card and/or the mobile device with an installed digital wallet in any illegal way, returning the card within 5 (five) days after that and providing to the Bank a written confirmation.

1.1.12. In case the Authorized User 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.

1.1.13. In the cases specified in items 1.1.11, 1.1.11.1. and item 1.1.12:

1.1.13.1. Notify the Bank immediately by contacting the Call Center in one of the specified ways available 24 hours a day, 365 days per year:

○ **Telephone number: 15212 – for Bulgarian mobile operators or +359 +3592 9337212 for landline subscribers;**

○ **E-mail address: [CallCentre@UniCreditGroup.bg](mailto:CallCentre@UniCreditGroup.bg);**

1.1.13.2. To visit a branch of the Bank and submit a card unblocking request form.

1.1.13.3. The Authorized User of the Main Card - to block the card by use of the online banking services Bulbank Online and Bulbank Mobile.

1.1.13.4. When the Authorized User is abroad, s/he can directly contact Visa/ MasterCard through the telephones for free access to the Global Customer Assistance System for VISA Authorized Users (Global Customer Assistance Service - GCAS) and MasterCard (MasterCard Global Service), specified on the website of the respective ICO. The Authorized User shall also notify the Bank.

1.1.13.5. In case of a theft/loss of the card and/or the mobile device with an installed digital wallet, the Authorized User shall inform the local police authority, which shall provide him/her with a document for the incident.

1.1.14. To keep for reference the receipts for the transactions performed with the Card for at least one month from the day they are effected.

1.1.15. In case of suspicion of discrepancies or disagreement with a transaction valued to a card/account, the authorized user of the primary card is obliged to notify through a channel provided by the Bank, but no later than 13 months from the date of debiting the account. Information can be obtained from the bank statement, through a balance check at an ATM, or from the received authorization SMS.

1.1.16. The authorized user of the primary card may also dispute a transaction made with the primary and additional cards in the manner described above or object to the card service through the Bank's Customer Contact Centre.

1.1.17. The authorized user undertakes to provide any available documentation related to the disputed transaction along with the submitted claim, as well as any additional information requested by the Bank.

1.1.18. The Authorized User shall consider the statements provided to him/her by the Bank and other documents from the system operator, ICO, etc. as sufficient evidence for performing a transaction and the circumstances related to its conduction;

1.1.19. If the Authorized User has declared that s/he wants to receive the statements of account concerning the movements on his/her card account and/or credit card to an e-mail, s/he undertakes to do the following:

1.1.19.1. To take every possible action so as to ensure unhindered receipt of the electronic messages containing attached statements to the specified e-mail address. To declare 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 User.

1.1.19.2. To notify the Bank in due time in writing in case of any change in the e-mail address to which s/he wants to receive statements. S/he is notified and agrees that the Bank is not responsible for any undelivered statements until it receives a written notification of the changes or circumstances as stipulated in the previous statement.

1.1.19.3. To take all necessary action to prevent unauthorised access to the card information contained in the statement sent to the specified e-mail address. The authorised user, who is also the holder of the account servicing the card, shall state that he has read and agrees that the statement sent by the Bank to the electronic address shall have the force and legal effect of a written notice of the particulars contained therein and of all actions, executed on the account by the account holder and/or by third parties, and shall be deemed to have been delivered to the account holder at the time when the Bank's systems register the information that the electronic message containing the attached statement has reached the electronic address specified by the authorised user to which it was sent. If the statement exceeds 5 MB, the method of receipt shall be further specified with the Bank.

1.1.20. The Authorized User of the Main Card shall pay any 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 User of the main card.

1.1.21. The Authorized User declares that he/she has been informed and accepts that the Bank is obliged to comply and complies with the Sanctions, embargo or any other financial and economic restrictions, and therefore confirms that:

1.1.21.1. The amounts received from financing or other services provided by the Bank to the Authorized User will not be used for any purposes that could lead to a breach of the Sanctions on the part of the Bank;

1.1.21.2. The credit limit granted will not be related to activities that are subject to sanctions by the European Union (EU) and/or the United States of America related to Russia, Crimea and Sevastopol, including certain territories, based on Council Decision (CFSP) 2022/1908 amending Decision (CFSP) 2022/266 of 06.10.2022;

1.1.21.3. The financing amounts provided by the Bank to the Authorized User will not be used for payments or providing benefits received directly or indirectly by a Blocked Person (a natural person or a legal entity that is subject to Sanctions, including but not limited to a natural person or a legal entity);

1.1.21.4. He/she has received or will receive without undue delay all authorizations that are required according to Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, amended by Council Regulation (EU) No 960/2014, amended by Council Regulation (EU) 1290/2014, as well as Council Regulation (EU) 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items, and in accordance with the consecutive Council Regulations issued by the EU in this regard;

1.1.21.5. He/she has fulfilled or will fulfill without undue delay all obligations that are required for registration in accordance with Council Regulation (EU) 692/2014 concerning restrictions on the import into the Union of goods originating in Crimea or Sevastopol, amended by Council Regulation (EU) 825/2014, amended by Council Regulation (EU) 1351/2014, as well as in accordance with the consecutive Council Regulations issued by the EU in this regard;

1.1.21.6. He/she is aware that neither party to the agreement for a bank card, and to the best of his/her knowledge none of the members of the Group or their managers or employees are currently subject to sanctions, and are not a sanctioned person or in breach of the sanctions;

1.1.21.7. The credit card and/or proceeds related to it will not be used or lent, directly or indirectly, in any way whatsoever directly through a subsidiary company or in association with a third party, for financing of a prohibited activity or an activity of or with any person, or in any country or territory that during such financing is a sanctioned person or a sanctioned country, or in another way, which could lead to a breach of the sanctions by any person;

1.1.21.8. He/she does not maintain any business relationship with a person/s from a sanctioned country.

1.1.22. The authorized user of the primary card is responsible for the fulfilment of all obligations under these General Terms and Conditions and the bank card agreement, payment of the amounts utilized through the card, and the fees, commissions and interest thereon, to the extent that such are due because of its use. The authorized user of the primary card is also responsible for all payments to the Bank arising from the use of the primary and additional cards, to the extent that such exist.

1.1.23. In case of a dispute regarding the specific terms of the purchase of goods and/or services, leading times, prices, warranty terms and conditions, insurance, subscription payments, etc., the authorized user is obliged to contact the merchant for resolution before submitting a claim.

1.1.24. If it is impossible to reach an agreement on disputes under the previous item and the payment is claimed from the Bank, the authorized user must submit the entire information and all documents related to the delivered order, the general terms and conditions of the merchant in force at the time of placing the order, the entire correspondence with the merchant related to the order and the subsequent attempts for resolving the dispute between the authorized user and the merchant. The authorized user is obliged to submit the documents that complete the claim translated into Bulgarian and/or English.

1.1.24.1. If the authorized user of the primary card disagrees with the Bank's decision about the submitted claim, the dispute may be referred for resolution by the Conciliation Commission for Payment Disputes at the Commission for Consumer Protection or by the competent Bulgarian court.

1.1.a. The Authorized User shall bear the losses related to any and all unauthorized payment transactions arising from the use of a lost, stolen or misappropriated bank card up to a limit not exceeding BGN 100 (one hundred Bulgarian leva).

1.1.b. The Authorized User shall bear all losses related to unauthorized payment transactions if he/she has caused them by fraud or by default through a deliberate action or gross negligence, on one or more of the following of his/her obligations:

1.1.b.1 To use the card in compliance with the terms and conditions for its issuance and use;

1.1.b.2. To notify the Bank or a person authorized by it in case of a loss, theft, misappropriation or unauthorized use of the card immediately after becoming aware of that;

1.1.b.3. After the receipt of the card, he/she shall undertake all reasonable measures for preserving its personalized security credentials, including not to record any information about the said security credentials on the card and not to keep such information together with the card;

1.1 c. In the cases referred to in item 1.1.b., the Authorized User shall bear the damages irrespective of their amount.

**1.2. The Authorized User shall be entitled to:**

- 1.2.1. Conduct payment transactions under item 1.1., Section III up to the amount of the available funds on the account/credit limit within the daily and weekly transaction limits to use the card as well as carry out reference operations and non-payment transactions under item 1.2, Section ;
- 1.2.2. Request the re-issuance of the card and a new PIN by filling-in an Application according to section IV.
- 1.2.3. Request that a new CARD and PIN be issued through filling-in a template Application in case s/he has forgotten her/his PIN;
- 1.2.4. Request the issuance only of a new PIN to an active debit card through filling-in an application in case s/he has forgotten her/his PIN according to section IV, item 1.10;
- 1.2.5. Request that additional cards be issued to the Main Card by filling-in a form in a branch of the Bank or via an electronic channel provided by it and indicate limits for using the additional card which shall not exceed the limits on the main card;
- 1.2.6. Receive every month information by the Bank on the movements of the card through the services of the Bank for online banking - Bulbank Mobile and Bulbank Online, incl.
- 1.2.6.1. Authorization code of the payment transactions;
- 1.2.6.2. Location and date of the payment transactions;
- 1.2.6.3. Amount in the original currency of payment, amount in the currency of the card, date of booking the transaction and applicable exchange rate;
- 1.2.6.4. Accrued fees and interests as well as bonuses in relation to the payment transactions conducted by the Authorized User;
- 1.2.7. The authorised user of a credit card/payment card UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit shall be entitled to repay his obligations in part or in full also outside the period of client payments by crediting the card account/the account servicing the card. The authorised user of a credit card/payment card UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit shall have the option to repay his debts by depositing funds to the card account/the account servicing the card at a cash desk, by a bank transfer, through the Bank's e-banking service "Bulbank Mobile", by depositing cash at an ATM, or under the procedure for ex officio collection of receivables from an account with the right of ex officio collection of receivables, current or savings account with the Bank. By depositing funds to the card account/account servicing the card, the authorised user has the option to repay his obligations in part or in full, irrespective of the period in which the debt was incurred, in accordance with the repayment sequence specified in the credit card agreement/credit limit agreement used through a payment card.
- 1.2.8. To terminate the Bank Card Contract by giving one month's written notice to the Bank, such notice to commence on the date on which the notice received by the Bank. The Bank will have the right to debit the accounts of the Authorised User of the Main Card by way of ex officio collection with all payments due, in accordance with the Bank Card Contract. Termination of the Bank Card Contract will not relieve the Authorised User of the Main Card of the obligation to pay all fees, commissions and other charges due to the Bank and to repay all of its obligations to the Bank under the Bank Card Contract, together with any interest thereon.
- 1.2.9. The Authorised User of the Main Card will be responsible for fulfilling all obligations under these General Terms and Conditions, the Bank Card Contract and the Bank's Tariff of Fees and Commissions for Individuals, repaying on the due date any amounts drawn through the Card and any fees, commissions, interest and charges arising from its use. The Authorised User of the Main Card is also responsible for all payments to the Bank arising from the use of the Main Card and the Additional Card, to the extent available.
- 1.2.10. In case of a dispute regarding the specific terms of the purchase of goods and/or services, leading times, prices, warranty terms and conditions, insurance, subscription payments, etc., the authorized user is obliged to contact the merchant for resolution before submitting a claim.
- 1.2.11. If it is impossible to reach an agreement on disputes under the above item and the payment is claimed from the Bank, the authorized user must submit the entire information and all documents related to the delivered order, the general terms and conditions of the merchant in force at the time of placing the order, the entire correspondence with the merchant related to the order and the subsequent attempts for resolving the dispute between the authorized user and the merchant.
- 1.2.12. If the Authorized User does not agree with the decision of the Bank regarding a complaint he has filed, the dispute can be referred to the Conciliation Commission on Payment Disputes with the Consumer Protection Commission as well as to the competent Bulgarian court.
- 1.2.13. The Authorized User of a Main Card has the right, at his/her discretion, beyond the cases specified in item 2.7. of Section IV, item 1.1.11 and 1.1.11.1 of Section V and in the cases when the Bank has blocked her/his account, to block or unblock his/her bank card respectively, using the electronic banking services BULBANK ONLINE and BULBANK MOBILE.
- 1.2.14. The Authorized User of a Main Card has the right, at his/her discretion, in the cases specified in items 1.1.11 and 1.1.11.1 of Section V to block his/her bank card respectively, using the electronic banking services BULBANK ONLINE and BULBANK MOBILE. In these cases the Authorized User shall submit a request for reissuing of the Card.
- 1.2.15. To digitalize a bank card issued in his/her name, in a digital wallet, through the service of the Bank for electronic banking, Bulbank Mobile, when the Bank has provided such possibility for the relevant brand of bank card.
- 1.2.16. To digitalize a bank card issued in his/her name, in a digital wallet, maintained by another payment services provider, when the Bank has provided such possibility for the relevant brand of bank card.
- 1.2.17. To make contactless payments/withdrawals with his/her mobile device with an installed digital wallet.
- 1.2.18. To add, modify or remove a card from the digital wallet.

1.2.19. To change the E-PIN in accordance with clause 1.9 of Section IV.

## **Rights and obligations of the Bank**

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

2.1.1. Issue the card and provide it to the Authorized User of the main card or the additional card:

2.1.1.1. in person at a branch of the Bank together with an initial PIN in paper format.

2.1.1.2. by delivery by courier to an address specified by the Authorized User. In case of a long absence of the Authorized User from the specified address, a wrong, incomplete or non-existing address, the card cannot be delivered to the address specified by the Authorized User and can only be received in its Branch;

2.1.1.A. Provide a digital bank card, activated and allowing the creation of an E-PIN in the Authorized User's account in the Bank's e-banking service Bulbank Mobile

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 law.

2.1.3. Shall not disclose any bank secrecy and shall respond in writing within 15 (fifteen) working days to any objection by the Authorized User with regard to transactions carried out by the Card, and when additional information is necessary after its receipt;

2.1.4. Provide the Authorized User 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 a contact telephone number in advance.

2.1.5. Block the card after receiving the notification by the Authorized User in case of a lost/stolen card or identified unauthorized payment transactions.

2.1.6. Block the card when the Authorized User has reported loss, theft, deprivation in any other way, forgery or any other illegal use of the card by contacting the Call Center of the Bank; Irrespective of how the notification was made, the Authorized User must submit a written Request for blocking the Card.

2.1.7. To block the card in case of a submitted request for closing the card by the Authorized User.

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 that was blocked on the grounds of item 2.2.2, Section V, as soon as there are no longer reasons for blocking;

2.1.8.3. Automatic unblocking of the card blocked on the grounds of item 2.2.5, Section V, after taking every possible measure to mitigate the risk from unauthorized use of the card;

2.1.9. To issue and provide at the request of the Authorized User a new PIN to an active debit card as per Section IV, item 1.10.

2.1.10. To issue and provide at the request of the Authorized User a new credit card/payment card UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit and a PIN as per Section IV, item 1.12;

2.1.11. The Bank is obliged to notify the authorized user in writing about the groundlessness of a submitted complaint and the reasons for it. The records of the current operations with the card, received from "BORICA" AD, ICO, are considered correct until proven otherwise within the complaint deadlines and under the conditions established by these GTC and by the ICO.

2.1.12. The Bank shall be responsible before the Authorized User for the reimbursement of any fees paid by the Authorized User as well as for the reimbursement of all interests accrued in the name of the Authorized User as a result from unauthorized or wrong payment transactions unless in the cases provided for in item 1.1b., section V.

2.1.13. It shall correct an unauthorized or wrong payment transaction only if the Authorized User has notified it without undue delay after s/he became aware of the unauthorized or incorrect payment transaction which gives rise to a claim but no later than 13 months from the date on which his/her account was debited. It is assumed that the Authorized User has become aware of the unauthorized or wrong payment transaction no later than the receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Law on Payment Services and Payment Systems.

2.1.14. In case of an unauthorized payment transaction, the Bank undertakes to immediately refund the value of the unauthorized payment transaction and in any case, no later than the end of the next business day after it has become aware of or been notified about the transaction by a submitted claim, except when the Bank has reasonable suspicions of fraud and has notified the relevant competent authorities thereof. Whenever necessary, the Bank shall restore the payment account to the Authorized User to the condition in which it would have been if the unauthorized payment transaction was not executed. The value date for crediting the payment account of the Authorized User shall be no later than the date on which the account was debited with the amount of the unauthorized payment transaction. The refund by the Bank of the unauthorized payment transaction amount into the Authorized User's payment account does not prevent the Bank from holding the payer responsible in compliance with the legislation regarding the recovered amount of the payment transaction if the payment transaction was authorized by the payer.

2.1.15. The Bank shall give an opinion on any complaint filed by the Authorized User in writing, via email or any other kind of permanent storage medium within a term of 15 working days since the receipt of the complaint. As an exception in case the Bank cannot give its opinion within the aforesaid term of 15 working days because of reasons that are beyond its control, the Bank shall inform the Authorized User for its decision no later than 35 workdays since the receipt of the complaint.

2.1.16. The Bank charges 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 shall be entitled to:**

2.2.1. To unilaterally collect, under the terms of the official collection of debts and by virtue of the Bank Card Contract, from the accounts of which the Authorised User is the holder, the amounts due by the Authorised User for transactions with the Card and interest due, as well as all fees and commissions in accordance with the Bank's Tariff of Fees and Commissions for Individuals. In the event that the Authorised User holds an account in a different currency from the currency of payments payable to the Bank, the latter will collect its receivable from that account on the basis of the Bank's official exchange rate on the day of the transaction.

2.2.2. To block use of the Card in the event of a breach of an obligation by the Authorised User under the relevant Bank Card Contract and these General Terms and Conditions.

2.2.3. In case an amount of a disputed payment is refunded on the account associated with the card, both by UniCredit Bulbank AD and by the accepting bank/the merchant, the Bank shall reverse initial transaction of refund of the amount, including when the funds available on the account associated with the card, are not sufficient and the excess amount shall be considered unauthorized overdraft/exceeded credit limit used by the Authorized User, which shall be immediately due and payable, collected through direct debit and/or automatic collection, in accordance with the requirements and the provisions of Payment Services and Payment Systems Act and Ordinance No.3 of 18.04.2018 of the Bulgarian National Bank on the terms and procedure for opening payment accounts, execution of payment transactions and use of payment instruments.

2.2.4. In the event of a disputed payment and subsequent withdrawal of the related claim and/or determination that the same is unfounded, reverse the original refund transaction, including in cases where there are insufficient funds in the account servicing the card, the amount of the overdraft shall be deemed to be an unauthorized overdraft/exceeded overdraft limit used by the customer, which shall be immediately due and payable, and shall be collected by direct debit and/or ex officio collection, in accordance with the requirements and subject to the terms and conditions set forth in the relevant provisions of the Payment Services and Payment Systems Act and Ordinance No. 3 of the Bulgarian National Bank of 18 April 2018 on the conditions and procedure for opening payment accounts, executing payment transactions and using payment instruments.

2.2.5. To block the card and make immediately due and payable its receivables under the Bank Card Agreement in the following cases:

2.2.5.1. Breach of the Bank Card Agreement and these GTC on behalf of the Authorized User;

2.2.5.2. Upon non-payment of the due amounts as per the Bank Card Agreement;

2.2.5.3. Imposing distraint on the accounts of the Authorized User of the main card in the Bank.

2.2.5.4. In case the Bank has any doubt about unauthorized/ non-permitted use of the Card;

2.2.5.5. For security reasons;

2.2.5.6. Use or suspected use of the card for a fraudulent purpose;

2.2.5.7. When there is an increased risk that the Authorized User of the Main Card cannot fulfill his/her obligations related to repayment of his/her liabilities under the Bank Card Agreement.

2.2.6. If the Authorised User has defaulted on the debt for 90 days, and, notwithstanding invitations from the Bank's employees, has not provided funds to repay the amounts due, on the 91st day after the default date, all amounts owed by the Authorised User for funds drawn shall become immediately and prematurely due and payable, and the Bank shall be entitled to collect the same from the Authorised User's accounts with the Bank in accordance with Section V, clause 2.2.1, and the card shall be cancelled.

2.2.7. Not to allow the execution of a payment transaction online on websites of merchants participating in Visa Secure and Mastercard Identity Check programmes if the Authorized User did not use a dynamic password for online payment.

2.2.8. The Bank may disallow the execution of a payment transaction either with high risk merchants and/or countries, or in cases of a high reputational risk for the Bank.

2.2.9. It may conduct a complete inspection in case of a submitted claim against a payment transaction and if needed, refer the case to the competent authorities. The Authorized User who has filed the claim and the Authorized User of the Main Card (in case the claim was filed by an Authorized User of an additional card) shall be obliged to assist the Bank in clarifying the circumstances related to the disputed transactions.

2.2.10. The Bank does not accept for handling submitted payment claims if not fully completed with the required documents or submitted with an undue delay.

2.2.11. It shall provide any kind of information related to using the card, including such that is considered bank secrecy as per the Credit Institutions Act to ICO, BORICA AD and third parties with which the Bank has relations as well as persons related to the Bank and to their consultants in relation to servicing the card;

2.2.12. File a recourse claim against the Authorized User if after having recovered to him/her the amount under item 2.1.14, section V it identifies fraudulent actions on the part of the Authorized User, deliberate action or gross negligence or failure to fulfill the obligations of the Authorized User specified herein.

2.2.13. To automatically close the Account and the relevant debit card/s in case the Authorized User has not provided funds in the course of 6 (six) consecutive months to cover the monthly fee for maintenance and servicing of the account.

2.2.14. The Bank shall have the right to reject re-issuing and/or issuing of a new payment instrument to an Authorized User, as well as to terminate the Agreement ahead of its term if it finds that the Authorized User deliberately commits card frauds or provides the card to third parties for committing card frauds, as well as if he/she violates the law, including participation in money laundering schemes and other offenses resulting in a compliance risk and reputational risk for the Bank.

2.2.15. The Bank has the right to terminate the bank card contract by giving two months' notice to the authorized user.

2.2.16. The Bank shall be entitled to terminate the Bank Card Agreement, block the card and/or the account servicing it and close the card and account servicing it upon observing these GTC and the General Terms and Conditions of the Bank for opening, servicing and closing of bank accounts of individuals and for providing payment instruments, as follows:

2.2.16.1. by a notice with immediate effect as of its date, when it is established that the Authorized User is included in restrictive lists drawn up by the United Nations Security Council, restrictive lists related to sanctions imposed by the United States of America that are administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and/or equivalent lists of the European Commission;

2.2.16.2. by a notice with immediate effect from its date, when it is identified that the Authorized User is included in a list pursuant to the Measures Against Financing of Terrorism Act – a list drawn up by the Council of Ministers for individuals, legal entities and organizations to which special measures are applied;

2.2.16.3. by a notice with immediate effect, from its date, when it is established that the Authorized User is a person involved in an activity related to terrorism or terrorist financing.

2.2.17. In case of an established business relationship with the authorized user, with a view to the Bank's right to request other necessary documents and information in relation to subsequent (regular) identification and check of the identity of the authorized user, including but not limited to the identification of a proxy/legal representative of the authorized user, as well as related to opening, servicing, performing transactions from or to, and/or closing a bank account of the authorized user the Bank may request based on its own judgment the submission of documents and information also by a statement, sent to the electronic address/es (e-mail of the authorized user) specified by the authorized user in an agreement and/or in other document/s provided to the bank, and or made in the profile of the authorized user in the channels of the bank for electronic banking, and/or through use of other permanent media.

2.2.18. Identify the brand/sub-brand under which the bank card is issued/reissued;

2.2.19. Reissue a bank card with a brand different from the brand of the reissued bank card, including before the expiry of the card;

2.2.20. Determine the number of cards to be issued to a single authorised user;

2.2.21. To refuse the delivery of a card to the address specified by the authorised user.

**2.3. The period of the notice referred to in clause 2.2.15 will be deemed to commence on the date of its receipt by the Authorised User.** The notice referred to in clauses 2.2.16.1 to 2.2.16.3 will take effect from the date on which it is sent. The notice referred to in clause 2.2.15, respectively the notice referred to in clauses 2.2.16.1 to 2.2.16.3, to be provided by the Bank, when given in hard copy, will be deemed to have been received by the Authorised User when it has been sent to the last mailing address provided by the Authorised User to the Bank.

2.3.1. with an electronic statement sent to the e-mail of the Authorized User (according to the definition of this term in item 2.2.18). The notice, respectively the notification will be deemed to have been received by the Authorized User on the day it is sent to the Authorized User's e-mail address, unless an automated notification from the Authorized User's e-mail is received that the message has not been sent successfully and/or received;

2.3.2. an electronic statement made in the profile of the authorized user in the channels of the Bank for electronic banking;

2.3.3. other permanent media.

**3. The Authorized User shall be entitled to request from the Bank the recovery of the total amount of an already executed and authorized payment transaction when it is ordered by or through the recipient and provided the following requirements are met:**

a. at the time when authorization was given to execute the payment transaction, its exact amount was not indicated, and

b. the amount of the payment transaction exceeds the amount anticipated by the Authorized User, considering his/her previous expenses for such transactions, the terms and conditions of the framework agreement and other circumstances that are specific for the case.

3.1. The request for the recovery of funds pursuant to item 3 shall be made by the Authorized User within 56 days of the date on which his/her account is debited. The Authorized User shall present to the Bank evidence about the presence of the conditions referred in item 3.

3.2. Within 10 working days of the date of receipt of the request, the Bank shall recover to the Authorized User the total amount of the payment transaction or reject such recovery by indicating the reasons for the rejection and the authorities to which the Authorized User can refer for dispute in case he/she does not accept the presented reasons for the rejection.

3.3. Such recovery shall include the total amount of the executed payment transaction, whereas the value date for crediting the payment account of the Authorized User shall be no later than the date on which the account was debited for the amount of the payment transaction.

3.4. For the purposes referred in item 3.b. letter "b", the Authorized User may not refer to reasons related to a performed currency exchange transaction where the reference exchange rate agreed with the Bank has been applied.

3.5. The Authorized User shall not be entitled to the recovery referred under item 3 in case he/she has provided consent directly to the Bank for the payment transaction to be executed and, where applicable, the Bank or the recipient have submitted or have made available to the Authorized User information about the upcoming payment transaction in the agreed manner at least 28 days prior to the date of execution of the payment transaction.

## **Section VI. ADDITIONAL SERVICES RELATED TO PAYMENT TRANSACTIONS WITH BANK CARDS ISSUED BY THE BANK**

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

1.1. The services shall be provided based on an application for a SMS notice for bank card issuance deposited with the Bank and correctly filled in by the authorised user of a Main Card.

1.2. The Authorized User of the Main Card shall specify in writing therein his/her willingness to use the services as follows, indicating:

- 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;

The Authorized User of the Main Card may stop using the services at any time whatsoever, notifying the Bank in writing thereof. In this case the Service Provider shall reimburse the non-utilized amount of the subscription deposit within the next working day following the day on which the Authorized User of the main card expresses his/her willingness to the Bank in writing that s/he wishes to stop using the SMS notification service;

1.3. The Bank shall provide a 24-hour SMS notification service to its customers who have registered to use the SMS notification system with regard to authorizations/transactions with bank cards issued by UniCredit Bulbank AD authorized by BORICA AD online in real time and shall support Authorized Users whenever they contact the Call Center of the Bank at 0700 1 84 84 in the event of technical problems.

1.4. The SMS notification will usually be received by the Authorized User within 10 minutes after the relevant transaction is carried out. 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 User of the card in the event of transactions carried out in an offline mode;

1.5. 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 merchant 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.);

1.6. The Service Provider shall 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 item 2.3, section VI.

1.7. The Service Provider shall undertake, at its own expense, to notify the Authorized User of the Main Card when the subscription deposit drops below 10% of the selected advance amount;

1.8. By signing the SMS notification application the Authorized User of the Main Card authorizes the Bank to collect automatically the amount specified by him/her from his/her card/card account after the subscription deposit is exhausted. If the Authorized User of the Main Card has not provided sufficient funds on the account specified by him/her, 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 about authorizations/ transactions with international and national bank cards**

2.1. The Authorized User of a main card issued by the Bank shall receive messages for:

2.1.1. online card authorizations/payments made with his/her cards that have been registered for the services;

2.2. After the registration of the Authorized User of the main card with the Bank, the system will carry out authorization with 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.

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

3.1. The Service Provider can change its tariff, notifying the Authorized User of the Main Card of such a change by sending a text message and/or through the mass media;

3.2. The Authorized User 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 include the technical and communication costs for using the services, excluding the bank fees for bank servicing of the payments which the Authorized User 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 held 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) the SMS notifications are not sent and not received by the Authorized User of the Main Card respectively, or if they are not received within the period specified in section VI, item 1.4;

3.5. The Authorized User of the Main Card shall be informed by his/her Mobile Operator whether s/he can receive SMS notifications 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 held responsible for any messages not received by the Authorized User of the Main Card and shall not refund the fees paid by the Authorized User of the Main Card for such messages. If the Mobile Operator notifies the Authorized User of the Main Card that the latter cannot receive SMS notifications abroad, the



Authorized User of the Main Card can inform his/her servicing branch of the Bank that s/he wants to suspend the use of the SMS notification service, and this shall not lead to a change in the period for which the Authorized User of the Main Card has already paid an annual fee.

3.6. Both the Service Provider and the Bank shall not assume responsibility in the event of wrong phone numbers and/or bank cards numbers for service subscription specified by the Authorized User of the Main Card;

3.7. The Bank shall not assume responsibility in case more than one SMS notification for a transaction is sent to the Authorized User of the Main Card;

3.8. The Service Provider shall preserve its right to stop providing the SMS service, giving a month's prior written notice to the Authorized User of the Main Card and the Bank.

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

#### **4. Rules for Using the Service "Secure Online Payments"**

4.1. Bank cards issued by UniCredit Bulbank AD can be included in Visa Secure and Mastercard Identity Check programmes for identification of an Authorized User by receiving a dynamic password for online payment.

4.2. The terms and conditions for use of the service Secure Online Payments and the inclusion of an Authorized User of a card in the above specified programmes are:

4.2.1. The card should be active;

4.2.2. The Authorized User shall use a service of UniCredit Bulbank AD for e-banking according to its terms and conditions, through which service he/she will receive a dynamic password or a notification for confirmation with biometric data for each payment with a merchant included in the programmes Visa Secure and Mastercard Identity Check. In case of no transactional activity online for six months, the card will be removed automatically from the above specified programmes, but it can be included again by the Authorized User through the service of UniCredit Bulbank for e-banking.

4.3. The Authorized User shall undertake to:

4.3.1. immediately notify the Bank in case of actual or suspected compromising of his/her card details and dynamic password for online payment;

4.3.2. Notify the Bank immediately in case of received requests for card details and a dynamic password for online payment or a notification for confirmation with biometric data, received from any sources, through any means of communication and on any occasion, different from payment on a merchant's website, included in the programmes Visa Secure and Mastercard Identity Check.

4.4. The Bank shall not be held liable for any direct or indirect losses suffered by the Authorized User, non-effected transactions, losses, loss of data, etc., arising from the use of the Secure Online Payments service.

4.5. The Bank and the Authorized User agree that for the purposes of execution of online card-not-present payment transactions, the confirmation with a dynamic password for online payment, received through the e-banking service of the Bank, represents a valid expression of the will of the Authorized User for confirmation and consent with the execution of the relevant payment transaction. At the time of ordering a payment transaction, the consent of the Authorized User shall refer to the particular amount and its receiver.

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

1. Upon termination of the Bank Card Agreement, the Authorized User of the Main Card shall pay all fees and commissions payable to the Bank and repay all liabilities to it, arising from the Agreement.

The Bank Card Agreement shall be terminated:

2.1. unilaterally by the Authorized User of the Main Card by giving a one-month prior written notice to the Bank;

2.2. Unilaterally by the Bank - in the event of default by the authorised user of the Main Card under the Bank Card Agreement and/or these General Terms and Conditions, the Bank shall have the right to unilaterally terminate the Bank Card Agreement by securing its claims and blocking the use of the Card to be returned to the Bank. The authorised user of the Main Card will be deemed to have been notified of the termination by the statement of the account servicing the card, which has been provided or made available to the authorised user of the Main Card in durable medium and/or by the card status information provided by the Bank in the Bank's e-banking channels and/or by any other type of communication sent by the Bank in durable media.

2.3. By a two-month prior written notice to the Authorized User of the main card, as the start date of the notice shall be the date on which the notice was sent;

2.4. Unilaterally by the Authorized User of a main card under an agreement for a bank credit card/ payment card UniCredit Shopping Card/Gold Smart Credit by UniCredit Bulbank/Platinum SMART Credit within 14 days of the date of conclusion of the agreement for a bank card, without the Authorized User owing any indemnity or penalty and without indicating the reason for this. In such case the Authorized User of the main card shall pay the Bank all due fees and commissions that have arisen during the use of the card as a payment instrument, and, if applicable, shall repay the principal and pay the interest, if any, which has been accrued for the period from the date of utilization of funds on the loan until the date of repayment of the principal, without unjustified delay, and no later than 30 calendar days from the date of sending the notice to the Bank for termination of the bank card agreement;

2.5. Unilaterally by the Authorized User under an agreement for a bank debit card within 14 days of the date of conclusion of the bank card agreement, in case the agreement has been concluded as per the Distance Marketing of Financial Services Act. In such case the Authorized User of the main card shall pay the Bank within 7 days only for the actual provided financial services under the bank card agreement;

2.6. on other statutory or contractual basis.

3. The notification referred in item 2.4. and 2.5. shall be made to the Bank before expiry of the final term referred in item 2.4. and item 2.5. by the Authorized User of a main card in paper form in a branch of the Bank or through the Call Center of the Bank indicated on its website.

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

1. The Bank shall have the right to change its Tariff of Fees and Charges for Individuals and its Interest Bulletin for Individuals, of which changes it shall notify the Authorised User with a statement sent to the electronic address specified by the Authorised User in a contract and/or in any other document submitted to the Bank, and/or by sending a „push“ notification by the e-banking channel of the Bank, „Bulbank Mobile“, and/or by using another durable medium, no less than two months before the proposed date of enforcement of such change, by making the information about such change available on the website and at the business premises of the Bank. Changes in interest rates and exchange rates may be applied immediately and without prior notification under the preceding sentence if such changes are based on the reference interest rate or the reference exchange rate. In such cases, the Bank informs the Authorised User of the changes referred to in the preceding sentence at the earliest opportunity, while the Authorised User shall be informed about the changes under the procedure set out in this item. When changes in interest rates, exchange rates or fees and commissions due are more favorable to the depositor, they shall be applied without prior notice.

2. The Bank shall be entitled to change these General Terms and Conditions, of which it shall notify the Authorised User by means of a statement sent to the e-mail address specified by the Authorised User in a contract and/or by sending a „push“ notification by the e-banking channel of the Bank, „Bulbank Mobile“, and/or by using another durable medium, no less than two months before the proposed date of enforcement of such amendments, by making the information about such change available on the website and at the business premises of the Bank.

3. The Authorised User shall be deemed to be bound by the changes to these General Terms and Conditions, respectively – the Tariff of Fees and Charges for Individuals and/or the Interest Bulletin for Individuals, if it does not notify the Bank in writing that it does not accept them prior to their effective date. If the Authorised User does not agree with the proposed changes, the Authorised User may reject them and terminate the agreements related to these General Terms and Conditions, including the Bank Card Agreements, before the changes become effective, without being liable for costs and damages.

4. Where the Bank fails to decide on an appeal lodged by the Authorised User within the time limits set out in Section V, clause 2.1.15, and where the Bank's decision does not satisfy the Authorised User, the dispute may be referred to the Payment Disputes Conciliation Commission. The Payment Disputes Conciliation Commission of the Consumer Protection Commission is the body for alternative resolution of national and cross-border disputes between payment service providers and payment service users in relation to the application of the PSPSA, its implementing subordinate legislation, Regulation (EC) No 924/2009, Regulation (EU) No 260/2012 and Regulation (EU) 2015/751. Conciliation proceedings shall be initiated by an application to the Commission. The application shall be lodged in writing, as well as by e-mail or online via the website of the Consumer Protection Commission. The requirements for the application referred to in the preceding sentence, the conditions and procedure for the initiation and termination of conciliation proceedings and for the examination and resolution of disputes within the competence of the Commission, as well as the maximum monetary threshold for disputes shall be determined by regulations approved by the Governor of the Bulgarian National Bank. The relevant regulations shall be promulgated in State Gazette. The Payment Disputes Conciliation Commission shall provide the payment service user, upon request, with information on the conciliation procedure on a durable medium. Proceedings before the Commission shall not be a prerequisite for bringing action before the courts. Further information on the Payment Disputes Conciliation Commission can be found on the website of the Consumer Protection Commission as well as in Chapter Ten, Section II of the PSPSA.

5. In cases where the Bank Card Agreement sets out different arrangements than those set out in the General Terms and Conditions, the provisions of the Bank Card Agreement shall apply.

6. Any relations between the Authorized User and the Bank which are not settled in these General Terms and Conditions or in the Bank 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.

7. The authorised user shall be entitled to receive the General Terms and Conditions on paper or other durable medium upon request.

These General Terms and Conditions have been prepared on the basis of Article 54 of the Payment Services and Payment Systems Act and Article 298 of the Commercial Act, adopted by the Board of Directors of the Bank by Resolution under Minutes No. 31 of 14.07.2010, last amended and additional by Resolution of the Board of Directors under Minutes No. 31 of 11.06.2025, in force as of 18.08.2025. They shall implicitly be deemed to constitute an inherent and integral part of each and every contract concluded by the Bank which refers to these General Terms and Conditions and shall be considered in their entirety as a single document and shall apply to the extent that the specific contract does not provide otherwise.