Conditions of use of the "My fleet" information menu in the "Bulbank Online" service of UniCredit Bulbank AD (PLC) for customers who are legal entities

1. General Provisions

"My Fleet" is an information menu/functionality in the "Bulbank Online" e-banking service of UniCredit Bulbank AD (hereinafter "the Bank") intended for customers who are legal entities, and sole owner companies (hereinafter "Customer"). The functionality provides the ability to manage and track information about motor vehicles entered by the Customer or their authorised users, as well as to receive notifications, perform checks and request/pay for individual services when they are available in Bulbank Online.

Through "My Fleet", the Customer may receive information and notifications regarding fines/debts and violations related to the motor vehicles entered therein, the validity of electronic vignettes, annual technical inspection, Civil Liability Insurance, AutoCasco Comprehensive Insurance (when the data is entered by the Customer), as well as other information related to the fleet, including leasing contracts and offers when such functionality is provided by the Bank.

The "My Fleet" functionality includes the ability to request and pay for an electronic vignette, pay fines/debts and check and pay violations to the Road Infrastructure Agency (RIA) - compensatory fees, "Maximum toll for the day" fees and congestion charges.

The information displayed in My Fleet is of an informational nature and is provided on the basis of data obtained from the relevant public registers, partners/service providers or data entered by the Customer/users. The Bank shall not be liable for inaccuracy, incompleteness or delay of the information when they arise from the data source, technical impossibility, incomplete/inaccurate data entered by the Customer, or other circumstances beyond the Bank's control.

* The validity of civil liability insurance depends on the payment of the insurance premium due under it. In the event of deferred payment, the instalments shall be paid within the conditions agreed in the insurance contract. The Bank shall not be liable for sanctions, damages or consequences related to unpaid or overdue payments under an insurance premium.

* * Violations to the Road Infrastructure Agency (RIA) are reported by registration number, UIC, ID of a legal representative and ID card number of a legal representative. When the Customer receives a notification of a violation committed in a period in which they are not the owner, user or holder of the respective vehicle, they should contact the competent authority/RIA to clarify the circumstances. No commissions or other charges are due upon payment of "Maximum Toll of the Day" fees or compensatory fees, unless otherwise specified in the applicable tariffs or terms of the respective provider/authority.

2. Definitions

- "Customer" means a legal entity or sole owner trader, a user of the Bank's Bulbank Online service, for which the "My Fleet" functionality has been activated.
- "User" means a physical entity authorised by the Customer to access and/or use "My Fleet" through his account at Bulbank Online, in accordance with the rights granted.
- “MV” means a motor vehicle, trailer, semi-trailer or other vehicle introduced into the functionality by the Customer/User.
- "Fleet Data" means data on vehicles, drivers, insurance, technical inspections, vignettes, fines, violations, lease contracts and other information entered by the Customer/User or obtained from external sources when using the functionality.

3. My Fleet Terms of Use

- The Customer should be a user of the Bulbank Online service for legal entities and should have active rights to access the My Fleet functionality.
- The activation, change, restriction and deactivation of the functionality and/or the rights of the Users shall be requested by the customer to the Bank by submitting a Request for management of access to digital functionalities in the e-banking

service Bulbank Online and by familiarisation with the current General Terms and Conditions for use of the information menu "My fleet" in the Bulbank Online service of UniCredit Bulbank AD for customers who are legal entities.

- Access to My Fleet shall be granted only to Users to whom the Customer has granted the relevant rights. The Customer is responsible for determining, maintaining and timely updating the rights of its Users.
- Depending on the rights granted, the User may enter, edit, review and delete data on vehicles, drivers, insurances, technical inspections, vignettes and other information, as well as make payments when there are relevant payment rights.
- The Bank may provide the functionality in stages, as individual sections, checks, notifications, payments or reports may be available only for certain Customers, Users or types of vehicles, or for a certain period of time, within Bulbank Online.
- In the phased provision of the functionality, the Customers included in the pilot phase may be limited in use and may not have access to the full functionality of My Fleet; temporary interruptions, delays and other technical problems in the provision of the functionality are also possible.
- The parties agree that the provision and acceptance of feedback, ideas, suggestions or requests for functionalities does not give rise to any contractual obligation for the bank to realise the same, unless this is expressly agreed in writing between the parties.

4. Data entered and used in the functionality

To use My Fleet, the Customer/User may enter or confirm data, including but not limited to:

- vehicle data: registration number, country of registration, category/type, make, model, VIN, small registration card number, year of manufacture/first registration, technical parameters and other relevant information;
- insurance data: validity of "Civil Liability", "Auto Casco" data, insurer, policy, premium, payment dates and other data when entered by the Customer/User;
- data on annual technical inspection, vignettes, tolls, compensatory fees, "Maximum toll for the day" fees, congestion fees, fines and other debts/violations related to the vehicle;
- driver data, including names, contact details, driving/assignment periods and other information entered by the Customer/User;
- details of lease agreements, repayment plans, current payments and other information provided by the Bank, UniCredit group companies or partners where such functionality is available.

The Customer declares and guarantees that they have the right to enter, use and provide the Bank with the data for vehicles, drivers and other persons.

The Customer is responsible for the correctness, completeness and timeliness of the data entered. The Bank shall not be liable for consequences arising from incorrect, incomplete or outdated data entered, including incorrectly purchased vignette, not received notification, inaccurately visualised period or incorrect connection of the vehicle with a driver.

5. Checks, reports and notifications

- After activating the functionality, the Bank by means of technical connectivity to the relevant public registers, information systems, partners or suppliers may provide access to information on the vehicles registered, including fines, violations, vignettes, technical inspections and insurances.
- Notifications can be provided in Bulbank Online, by e-mail or through another communication channel supported by the Bank. The type, frequency and content of notifications may depend on the data entered, the settings of the Customer/User, the available rights and the technical availability of the respective service.
- The Customer understands and accepts that the notifications are of a help and information character and do not relieve the Customer of the obligation to independently monitor deadlines, validity, maturities and obligations related to its fleet.
- In the absence of data, the technical impossibility, temporary disconnection from the registry/provider or contradiction between data entered by the Customer and data from an external source, the Bank may visualise a relevant status, warning or last available information.
- The Bank does not guarantee the continuity, completeness and timeliness of information received from external registers, bodies, partners or suppliers, and is not responsible for acts or omissions of the same.

6. Requesting and paying for an electronic vignette

- The Bank is a distributor of electronic vignettes in partnership with DIGITOL SMART INFRASTRUCTURE AD, entered in the Commercial Register at the Registry Agency with UIC 205612035, and in the Register of National Providers of Electronic Toll Collection Services and has entered into a contract with the Road Infrastructure Agency.
- An electronic vignette is an electronic document containing a unique identification number, details of the registration number of the vehicle, its category, the date of payment of the fee and the period of validity. The fee due shall be collected in the amount determined in the Tariff for the fees collected by the Road Infrastructure Agency, according to the period of validity of the electronic vignette. An electronic vignette can be applied for and paid for the following validity periods: daily, weekend, weekly, monthly, quarterly, annual. The electronic vignette can be applied for and paid for only in the case of category 3 vehicles: cars, trailers and caravans.
- The validity period of the electronic vignette is reported on a calendar basis – from 00:00 on the start date to 23:59 on the end date. Should the selected start date coincide with the day of purchase of the vignette, it is valid from the moment of payment and generation of a receipt for a paid vignette. The one-day electronic vignette is valid for the selected validity date – from 00:00 until 23:59 on the same day. Should the one-day vignette be purchased for the current day, it is valid from the moment of payment and generation of a receipt for a paid vignette until 23:59 on the same day. The validity of the weekend vignette is from Friday – 12:00 until Sunday – 23:59, when purchased before Friday – 12:00, or for a weekend outside the current week, and respectively from the date and time of purchase until Sunday – 23:59, when purchased on Friday after 12:00, Saturday or Sunday.
- Prior to confirmation, the User shall review the information entered and confirm that it has been entered.
- Payment shall be made from a payment account of the Customer through a User with the necessary rights to order and/or sign payments in accordance with the applicable rules of the Bank for electronic banking, payment services and signing payment transactions.
- The receipt for an electronic vignette is an electronic document certifying: the payment of the electronic vignette for the vehicle registration number on it; the type of the electronic vignette (weekend, weekly, monthly, quarterly, annual); the price and period of validity of the electronic vignette; the type of vehicle; its registration number and the country of registration. The electronic vignette receipt is sent to the email address specified by the user.
- An electronic vignette is activated with its issuance as an electronic document by the Road Infrastructure Agency, confirmed by an electronic vignette receipt.
- The e-Vignette can be purchased up to 30 days before the desired start date of validity.
- The Bank is not responsible for incorrectly entered vehicle data, category, registration number, country of registration, vignette type, start date or email address, as well as for the impossibility of refunding the amount of an activated vignette.
- The Bank is not responsible for the impossibility of providing the service due to technical or communication reasons, such as failure of information systems, interruption of communication lines, power failure, etc., as well as in exceptional circumstances such as natural disasters, nationwide strikes, technical failures that are beyond its control.

7. Verification and payment of fines, violations and fees

- When the functionality is available, the Customer may check and/or pay fines, violations, compensatory fees, "Maximum toll for the day" fees, congestion fees and other obligations related to introduced vehicles.
- Information on fines, violations and fees shall be provided by the relevant competent authority, registry or provider. The Bank is not the body which establishes the violation, determines the amount of the obligation or administers the procedure for imposing/collecting the sanction.
- Payment is made from a payment account of the Customer through a User with the necessary payment rights. The customer is responsible for verifying the basis, amount and relevance of the obligation before making a payment.
- In the event of a dispute regarding the basis, amount, addressee or period of infringement/fine/fee, the Client shall contact the relevant competent authority.

8. Rights and responsibilities of the Customer and the Users

- The Customer is responsible for determining the persons entitled to use My Fleet and for granting, modifying and terminating their rights.
- The Customer and the Users are obliged to use the functionality in good faith, lawfully and only for the vehicle, data and persons for whom they are entitled to perform the relevant actions.
- The Customer shall be responsible for the actions of its Users within the limits of the rights granted to them, including entered data, requests made, confirmations, payments and changes.

- The Customer shall promptly update the data in My Fleet in the event of a change of ownership, use, registration status, insurance, technical inspection, driver or other relevant circumstances.
- The Customer shall terminate or limit the rights of a User who shall no longer have access to the Customer's data, including upon termination of employment/contractual relationship or change of function.
- Customers included in the pilot phase of the functionality are obliged to keep in complete confidentiality and not to disclose, share or disseminate in any form to third parties information related to the provision, functionalities, interface and conditions of "My Fleet".

9. Responsibility of the Bank

- The Bank provides "My Fleet" as an information and service functionality within the Bulbank Online service and is not responsible for the legality, grounds, amount or content of obligations, penalties, data and records provided by competent authorities, registers, partners or suppliers.
- The Bank is not responsible for damages, sanctions or lost profits resulting from an unreceived, delayed or inaccurate notification when the Client has had an independent obligation to monitor the relevant terms, validity and obligations.
- The Bank is not responsible for the impossibility of providing/updating information or performing a service due to technical or communication reasons, disconnection from external systems, prophylaxis, failure, power failure, actions of third parties, force majeure or other reasons beyond the Bank's control.
- The Bank may temporarily restrict, suspend or change access to individual functionalities in the event of technical need, change in legislation, requirement of a competent authority, change in a partner service or for security reasons.

10. Personal Data

When providing My Fleet, the Bank processes personal data in accordance with the applicable personal data protection legislation, including Regulation (EU) 2016/679, and according to the Information on personal data processed by UniCredit Bulbank AD, which is available in Bulbank Online and on the Bank's website.

Personal data which may be processed in connection with the functionality include, but is not limited to: identification and contact data of Users; data on drivers/drivers entered by the Client; data of legal representatives related to vehicles; compensatory fees, "Maximum toll for the day" fees, overload fees, insurance, technical inspections, vignettes, leasing contracts and payments, if the service is available; technical data on access and actions in Bulbank Online.

When the Customer enters the personal data of drivers, employees, representatives or other third parties, the Client is responsible to provide a valid legal basis and the necessary notification to these persons about the processing of their data for the purposes of using the "My Fleet".

Information on imposed fines is extracted by registration number, UIC, PIN of a legal representative and ID card number of a legal representative. Without processing this personal data, the Bank cannot provide the service. If the legal representative does not want such personal data to be processed, it should not request the service or should deactivate it if it has already been requested.

The Bank may disclose personal data to public authorities, institutions, suppliers, partners, personal data processors and other recipients, including to UniCredit Insurance Broker and UniCredit Leasing for the purposes of preparing/providing offers, where this is necessary to provide the functionality, fulfil a legal or contractual obligation, protect rights or a legitimate interest, have an applicable legal basis/consent, or where required by a competent authority.

The Bank processes personal data for the periods established in the current legislation, regulatory requirements and internal rules of the Bank, and in the absence of an explicit obligation to store - until the purposes for which the data are collected and processed are achieved.

Contact with the Bank's Data Protection Officer can be made through the form on the Bank's website, Personal Data Protection Section, Subsection “Official Person”. Data subjects have the right to lodge a complaint with the Personal Data Protection Commission if they believe their rights have been infringed.

11. Deactivation and Termination

- The Customer may request the deactivation of "My Fleet" or the restriction of the access of individual Users in the applicable procedure for the administration of rights in Bulbank Online.
- The User may discontinue the use of the functionality within the limits of the rights granted to him, but the deactivation of access and rights shall be carried out by the Customer or the Bank, where applicable.
- With the deactivation of the functionality or removal of specific data, the relevant notifications are suspended, unless a law, contract or technical specification requires otherwise.
- The Bank may terminate or restrict the provision of the functionality upon termination of the e-banking contract, lack of the necessary rights, violation of these terms, security reasons, legal/regulatory requirement or termination of the respective partner/registry service.

12. Other Conditions

By accepting these terms, the Customer/User declares that they:

- are familiar with and accepts these terms and conditions for the use of "My Fleet";
- have read and accepts the applicable General Terms and Conditions for the provision of the e-banking service "Bulbank Online", insofar as they are relevant to the Customer;
- understand that "My Fleet" is of an information and service nature and does not release the Customer from its obligations to monitor, check and timely fulfil its legal, contractual and financial obligations related to the vehicle and drivers;
- understand that individual functionalities may be subject to additional terms, tariffs, partner/supplier policies or competent authority requirements.

For all outstanding issues, the contracts between the Customer and the Bank, the applicable general terms and conditions, the Bank's tariffs, the rules of the Bulbank Online service and the Bulgarian legislation in force shall apply.