

## GENERAL TERMS AND CONDITIONS

### FOR THE PROVISION OF BULBANK ONLINE AND BULBANK MOBILE ELECTRONIC BANKING SERVICES

Of UniCredit Bulbank AD, entered in the Commercial Register of the Registry Agency with UIC 831919536, with its seat and registered office in the City of Sofia, Vazrazhdane District, 7 Sveta Nedelya Sq., electronic address: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), licensed to carry out banking activities under the supervision of the Bulgarian National Bank on the basis of Order No РД 22-2249/16.11.2009 of the Governor of the Bulgarian National Bank.

#### **SECTION I. GENERAL PROVISIONS**

These General Terms and Conditions for the provision of Bulbank Online and Bulbank Mobile e-banking services, hereinafter referred to as the "General Terms and Conditions", govern the relations between UniCredit Bulbank AD (the "Bank") and its Clients in connection with the activation, use and termination of the above-mentioned e-banking services.

These General Terms and Conditions are binding and form an integral part of any agreement concluded between the Bank and its Client in connection with the activation, use and termination of the above-mentioned e-banking services.

#### **SECTION II. SUBJECT-MATTER**

Through the Bulbank Online and Bulbank Mobile e-banking services, UniCredit Bulbank AD provides its Clients with a technical possibility to remotely, through the respective website and mobile application, receive information on the status and movements on their bank accounts, information on the products and services used by them with the Bank, to electronically order transactions in domestic and foreign currency by means of an electronic bank payment order, as well as to request the use of various banking products and services, access to public information - exchange rates, news, settings, etc.

#### **SECTION III. DEFINITIONS**

For the purposes of these General Terms and Conditions and the use of Bulbank Online and Bulbank Mobile services, the Bank and its Client accept the following definitions of terms and abbreviations:

**Access Channel** - a method of communication between the user of electronic information and payment services and the Bank, which depends on the type of communication device and/or group of devices, the methods of information transmission between the two parties and the type of user applications used. The access channels to the Bulbank Online and Bulbank Mobile services may be: the website of the service, the mobile application for the service

**Profile/User Profile/Client Profile** - an individual record in the Bulbank Online and Bulbank Mobile system, created for each individual with rights to operate the Client's account(s) and intended to individualise the respective user. Each client profile is logged in with a unique combination of username and password for the website of the service or with an individual PIN/biometric feature entered by the Client for the mobile device application. A client profile is created in accordance with a procedure defined by the Bank after a service agreement has been signed with the Client;

**Username** - a unique combination of letters, numbers and symbols used for identification and access to the service via the Bulbank Online website;

**Password** - a unique combination of numbers, letters and symbols that serve as identification and only in combination with a specific username allows access to the service via the Bulbank Online website;

**M-Token** - a mobile application, part of the Bulbank Mobile service, provided by the Bank to the Client, for generating one-time passwords as follows:

- **MAC unique code** generated by a specific algorithm when initiated by the Client by entering an individual PIN in the M-Token section of Bulbank Mobile and used for electronic signing by the user of transfer orders and documents, submitting applications for banking products and subscribing to banking services in the Bulbank Online service;
- **OTP password** - a unique combination of characters used for one-time additional confirmation by the user of transfer orders and documents, submission of applications for banking products, subscription to banking services, identification and access via the website of the service;

**SMS code** - a short message containing a unique combination of characters. It is sent to the mobile subscriber number registered in the client account. It serves as a one-time additional confirmation by the user when submitting applications for banking products and subscribing for banking services via the website of the service, including activation of M-Token;

**Notification upon login to the system, signature or movement on the account** - information messages generated by the system for website users indicating the type of operation and the date and time of execution. They are sent to the mobile subscriber number registered in the client account or directly to the user's mobile application;

**Authorised user/agent/consumer** - an individual registered in the Bulbank Online/Bulbank Mobile service with the rights specified by the Client in the registration application;

**Initial Activation Code** - is a numeric code that is used to register and activate the already installed Mobile Banking/M-Token application. It is received via SMS and is used once when registering or re-registering for the service;

**Access PIN** - an individual digital code that is created by the Client when activating the Bulbank Mobile service and serves as a login to the service. It is entered each time the Client wishes to use the application and/or the M-Token section of the service, the login PINs for mobile banking and M-Token being separate and different;

**User ID** - a unique identifier of a user in e-banking services. It serves for personalisation/additional identification of the user in the system. It is provided by the Bank to the Client at the time of registration;

**Software token** - a unique, custom algorithm used for encryption and signing when using the mobile version of the service. It is used for signing orders and documents, submitting requests for banking products and subscribing to banking services and cannot be transferred from one device to another, nor can it be used for other purposes. It is activated only when a valid PIN is used to activate the mobile banking app;

**Approved counterparty list** - a list of counterparty accounts to which payments are made by identification and authorisation with a user name and password only. The option is only available for users using the M-Token feature. Entry of a counterparty account in the list is made after thorough authentication of the Client's identity and explicit consent obtained from the Client, by means of confirmation via a MAC code generated via the Client's M-Token. If the relevant M-Token is deactivated or the signing method is changed to a signing method other than the MAC signing code, the list of approved counterparties shall cease to exist and the execution of operations to the counterparties that were part of it shall be executed in the standard manner for the relevant signing method.

#### SECTION IV. ACCESS, REGISTRATION AND PERFORMANCE

Contractual relations between the Bank and the Client for the use of the Bulbank Online and Bulbank Mobile services are governed by the Bulbank Online/Bulbank Mobile Service Provision agreement, these General Terms and Conditions, the specific conditions specified by the Client in the application for the use of the service, the Bank's current Tariffs for natural persons, legal entities and sole proprietors (hereinafter referred to as the "Bank's Tariffs"), the General Terms and Conditions for Opening, Servicing and Closing Bank Accounts of Individuals and for Providing Payment Services and Payment Instruments, the General Terms and Conditions for Opening, Servicing and Closing Accounts and the "Business Leader" Package Programme of Legal Entities and Sole Proprietors and for Providing Payment Services and their annexes, the conditions and instructions for using the Service, which are published on the website of the Service at the following address <https://bulbankonline.bg> and the electronic instructions for using mobile phone application.

Admission to the Bulbank Online and Bulbank Mobile services is made upon the Client's application in accordance with the procedure described in clauses 2 and 3 below, and in order to use the services the Client must have an open account with the Bank. In the application, the Client must also specify the specific accounts to be accessed via the Bulbank Online and Bulbank Mobile services.

The Client may apply to the Bank for the registration of persons authorised to access and use the services and functionalities of Bulbank Online and Bulbank Mobile on behalf of the Client, by submitting an application form. Changes in the Client's registration, including the Client's authorised representatives, and/or in the rights and parameters for access to and use of the services and functionalities of Bulbank Online and Bulbank Mobile are made at the Client's request in the manner, form and content specified by the Bank.

1. On the basis of the submitted application, the BANK provides the Client or the authorised by the Client users of Bulbank Online and Bulbank Mobile with:
  - 1.1. Passive access - information about the accounts, banking products and services used by the Client, including publicly available reference information, without the possibility of performing active operations.

The Bank provides the Client with information on balances and transactions on bank accounts, payment cards, account statements, statements and/or other reporting information in an electronic format that allows for reproduction in an unaltered, archivable and storables form;

1.2. Active access - includes passive access and the ability to perform active operations related to the execution of actions and transactions by a Client authorised through the signature methods and electronic identification means described in these Terms and Conditions, as follows:

- Opening and closing of bank accounts in BGN or in foreign currency - in accordance with the terms and conditions of the account selected by the Client, as notified in advance by the Bank and accepted by the Client;
- Submission of applications for various banking services, including opening and changing parameters of various banking products (bank cards, loans, overdrafts, etc.) and signing the relevant documents related to them electronically;
- Making transfers of funds (in BGN and foreign currency) from a Client's account in and outside the Bank's system;
- Managing personal information and changes related to the user profile, relevant rights, limits and access channels.

The Client is responsible for his/her own account and is bound by all actions taken on his/her behalf and their consequences after gaining access to the Bulbank Online and Bulbank Mobile services on the basis of positive electronic identification. Their use by the Client, in accordance with the procedure established in the Service Agreement and these General Terms and Conditions, certifies the authenticity of the operations ordered and the acceptance of their consequences.

The Bank has the right to impose restrictions and additional requirements for the identification and execution of transactions through the Bulbank Online and Bulbank Mobile services, which arise from the requirements of the applicable legislation and the maintenance of the necessary security of the information system, as well as to set a limit for payment orders through the access channels of the services.

2. Registration and use of the Bulbank Online service:

2.1. The Bulbank Online service enables the Client to use the following products and services of the Bank by accessing the website <https://bulbankonline.bg>:

2.1.1. Information services:

- Information on account balances, movements and turnovers;
- Information on the credit products used by the Client;
- Portfolio information for direct investments in Amundi funds, OneMarkets fund and others;
- Publicly available reference information.

2.1.2. Payment and transaction services:

- One-off orders in local and foreign currency;
- Initiation of utility payments and other types of obligations;
- Setting up of a subscription for executing recurring payments in local and foreign currency;
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- Currency exchange, etc.;

2.1.3. Others:

- Application, opening or subscription for banking products and services, including changes in parameters and assistance with regard to the products used by the Client in the Bank;
- Management of personal information and changes related to the user profile, relevant rights, limits and access channels;

2.2. In order to register for and use the Bulbank Online service, the Client must submit an application form in the order and manner specified by the Bank and enter into a agreement for the service (the "Agreement").

2.3. Changes in the registration, provision of access to functionalities or termination of the Bulbank Online service are carried out at the Client's request in the manner, form and content determined by the Bank.

2.4. The Bank sets the following minimum technical requirements for using the Bulbank Online service:

- A computer configuration allowing the installation of an operating system usable for the purposes of the service;
- Internet access;
- Usable web browser, as the Bank publishes on the service page the browsers and their versions used for the needs of the service.

2.5. Means of identification and authorisation when using the Bulbank Online service:

2.5.1. The execution of active operations (transfer orders, submission of applications and subscriptions for banking products and services, changing their parameters, etc.) via Bulbank Online is carried out after the Client's identity has been thoroughly verified by the following means of identification and authorisation (signature):

- Username and password combined with an M-Token, which uses a special algorithm to generate a unique dynamic MAC code, linked to the transfer details and with a limited period of authenticity, to confirm the transaction.

The above means of electronic identification and authorisation with thorough authentication of the Client's identity shall be used for:

- all transfers and payments of the Client, with the exception of: transfers between the Client's own accounts registered in the Bulbank Online service, utility payments, transfers to budget accounts and transfers to accounts included in the "List of Approved Counterparties" for the respective Client;
- all electronically signed agreements and applications for banking products and services in connection with their remote opening and conclusion of transactions through the Bulbank Online system;
- the addition of accounts to the "List of Authorised Counterparties".

2.5.2. In order to perform passive operations in the Bulbank Online Service, as well as transfers between the Client's own accounts registered in the Bulbank Online Service, utility payments, transfers to budget accounts and transfers to accounts already included in the "List of Approved Counterparties" of the respective Client, a username and password are used as a means of identification.

2.5.3. For the convenience of users of the Bulbank Online Service, the Client may create an individual list of accounts to which transfers may be made without additional confirmation by means of a numerical code - the so-called "List of Approved Counterparties". Inclusion of an account on this list will only be done after the Client's identity has been thoroughly verified and their explicit consent has been obtained. Inclusion/exclusion of an account in the "List of Approved Counterparties" is done by the user identifying him/herself with a username and password and confirming the operation with a unique, dynamic MAC code generated by M-Token.

In addition to the above means of identification and authorisation, the Bank may, depending on the nature of the transaction, require additional confirmation for the execution of the transaction by means of an OTP password or other means approved by the Bank.

The Bank has the right to change the means of identification, authorisation and combinations thereof by notifying its Clients via the Service website or by any other appropriate means, including where it is necessary for them to appear at the Bank and obtain the new means of identification and authorisation.

### 3. Registration and use of the Bulbank Mobile Service:

3.1. The Bulbank Mobile Service enables the Client, through access to a specialised mobile application, to:

- Obtain information on the banking products/services used by the Client - accounts, cards, loans, etc;
- Receive publicly available reference information;
- Make payments and transfers from his/her accounts in accordance with the rights, limits and technical capabilities of the Service, including one-off orders in local currency, payment of utilities and various other obligations, currency exchange, etc;
- Apply for, open or subscribe to a specific set of banking products and services, including changes in the parameters of the products used by the Client, etc.;
- Generate a MAC code and/or OTP password using the M-Token feature of the mobile application. Access to the M-Token is via the user's individual PIN.

3.2. The Bulbank Mobile Service is used on the basis of a service agreement (the "Agreement") concluded in one of the following ways:

3.2.1. At a branch of the Bank, upon submission of an application in a form that is an integral part of the agreement concluded;

3.2.2. Individual Clients may also activate the Service:

3.2.2.1. Remotely:

- By submitting an electronic application in the Bulbank Online Service;
- On the basis of confirmation of the Agreement in a telephone conversation in accordance with the legal requirements and electronic signing of the documents with a qualified electronic signature issued by a qualified certification service provider included in the national trust lists of the Member States of the European Union, in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council;

3.2.2.2. As part of the Client's application/agreement to open another banking product or service, in accordance with the specific terms and conditions of that product/service;

3.2.3. Business clients can activate the Service remotely via Bulbank Online only in the M-Token section;

3.3. The M-Token is activated after an application is submitted within the framework of the Agreement for inclusion in the Bulbank Mobile/Bulbank Online Service in one of the following ways:

- At a branch of the Bank;
- Remotely, by submitting an electronic request for M-Token activation via the Bulbank Online Service, which is authorised by means of a username and password and confirmed by means of an SMS code;

3.4. The M-Token is accessed from a separate section of the Bulbank Mobile application by entering the user's individual PIN for the M-Token function.

The Client may apply to the Bank for registration of persons authorised by the Client to use the Bulbank Mobile Service.

3.5. The Bank sets the following minimum technical requirements for using the Bulbank Mobile Service:

- Mobile device (mobile phone/smartphone with iOS, Android or HarmonyOS/ EMUI operating system) used for the needs of the Service;
- Device access to the Internet.

3.6. The Client may install and use the specialised applications on more than one of his/her devices, but the application may not be used on the same device by more than one user.

3.7. The Client may uninstall the application from his/her mobile device at any time, as well as cancel his/her registration with the Bulbank Online Service. Subsequently, the Client may reinstall, activate and use the application on the same device if he/she wishes and if his/her access to the electronic services allows it.

3.8. Means of identification and authorisation when using the Bulbank Mobile Service:

- The Bulbank Mobile Service is accessed by entering the user's individual PIN or biometric feature;
- All types of transactions through the mobile banking app are confirmed by a software token and MAC code in combination with a valid PIN to access the Service.

For the execution of any transaction, the Bank may, depending on the nature of the transaction, require additional confirmation to the above means of identification and authorisation in a manner approved by the Bank.

The Bank has the right to change the means of identification, authorisation and combinations thereof by notifying its Clients via the Service Page or other appropriate means, including where it is necessary for the Client to appear at the Bank and obtain the new means of identification and authorisation.

## SECTION V. BANKING OPERATIONS

4. All banking operations ordered in EUR and foreign currency through the use of Bulbank Online and Bulbank Mobile services shall be performed in accordance with the procedure, terms and conditions and within the deadlines established by the applicable legal acts, these General Terms and Conditions, the General Terms and Conditions for Opening, Servicing and Closing Bank Accounts of Individuals and for Providing Payment Services and Instruments, the General Terms and Conditions for Opening, Servicing and Closing Accounts and "Business Leader" Package Program of Legal Entities and Sole Proprietors and for Providing Payment Services and their annexes, as well as the Bank's Tariffs valid on the day of their execution, which determine the type and amount of the fees and commissions charged by the Bank for the Services.
5. The Bank only executes orders which are correct in form and content and which comply with the applicable legislation.

6. The Bank is not liable for payment orders received through the Bulbank Online and Bulbank Mobile electronic banking services and processed automatically, which are subject to a special processing regime, due to incomplete, insufficient or inaccurate data provided by the Client.
7. Instructions and orders given by the Client to the Bank must specify the type of transaction requested in a precise, clear and unambiguous manner and must contain all the information necessary for its execution, with all the requisites in accordance with the established standards for the execution of this type of transaction.
8. The Client shall order payments from the registered accounts in accordance with the limits set out in the application, if any, the limits set by the Bank for the relevant access channel and up to the amount of availability in the accounts, unless the Client is entitled to make payments under overdraft facilities with the consent of the Bank.
9. The Client is obliged to have sufficient funds in his/her accounts with the Bank for the repayment of all his/her obligations arising from the use of banking services through Bulbank Online and Bulbank Mobile, including the payment of fees and commissions due to the Bank.
10. The Bank executes a foreign payment ordered by the Client electronically in accordance with the regulations in force and the procedures established by the Bank.
11. The working day of Bulbank Online and Bulbank Mobile services is 24 hours. The working hours, debit and credit value dates for processing are defined in the General Terms and Conditions for Opening, Servicing and Closing Accounts and "Business Leader" Package Program of Legal Entities and Sole Proprietors and for Providing Payment Services and their annexes or the General Terms and Conditions for Opening, Servicing and Closing Bank Accounts of Individuals and for Providing Payment Services and Instruments and their annexes.
12. When the Bank receives a payment order from a Client, it shall execute the order, unless
  - 12.1. The payment order is not entered in accordance with the standards of the systems for servicing interbank transfers;
  - 12.2. There are insufficient funds in the Client's account, or the account is seized in accordance with the procedure established by law or blocked by agreement between the Client and the Bank, or declarations and/or certificates and other documents required by applicable law as a precondition for execution are not submitted.
  - 12.3. The Client has not provided the additional confirmation required for the execution of the relevant transaction, if requested by the Bank.
13. By using the Bulbank Online and Bulbank Mobile services, the Client unconditionally consents to and authorises the Bank to enter electronic messages for the respective payment orders into the systems for servicing interbank transfers in the Client's name and for the Client's account, in accordance with the data received electronically by the Bank from the Client.
14. The authorisation referred to in the previous clause is valid for the duration of the Client's use of the Electronic Service.
15. The Bank is entitled to refuse to execute a transaction requested by the Client, if the request is in breach of applicable regulations, these General Terms and Conditions, the General Terms and Conditions for Opening, Servicing and Closing Bank Accounts of Individuals and for Providing Payment Services and Instruments, the General Terms and Conditions for Opening, Servicing and Closing Accounts and the "Business Leader" Package Program of Legal Entities and Sole Proprietors and for Providing Payment Services and their annexes or the Bank's internal rules, [and] is not properly completed with all required information, attachments, certificates and declarations.
16. In the event of incorrect execution due to the Bank's fault and/or incorrectly deducted fees and commissions, the Client may contest the transaction by submitting a written objection no later than 13 months after the date on which his/her account was debited.

17. The Bank verifies the authenticity of the transaction, its correct registration and accounting, and responds to the Client in writing within 14 days from the date of submission of the Client's written objection to the Bank.
18. In the event that the Client disputes the payment of utility bills by electronic means, the Bank shall provide the Client with the necessary details of the payment, if any, and shall not be liable for any incorrect subscriber number provided for the payment of such bills.
19. Recurring payments:
  - 19.1 In the electronic banking service "Bulbank Online", the client can create a subscription for executing automatic recurring payments (insurance premiums, rent payments, transfer orders from account to account, including card accounts, etc.), and to initiate the service, the client specifies the main and additional payment account(s) from which the payments are to be executed the amount of the respective payments; and the conditions for the periodicity under which they are to be executed.
  - 19.2 The Client has the right to determine the priority according to which the Bank shall execute recurring payments. In the absence of sufficient funds in the Client's account(s), the Bank will execute payments for which the Client has indicated a higher priority.
  - 19.3 Recurring payments not executed due to insufficient funds within the period selected by the Client shall not be included in the execution of the next recurring payment.
  - 19.4 In case an account is specified in a currency different from the currency of the requested recurring payment, the Bank shall execute the payment at its "buy"/"sell" exchange rates, published at its counters, on its website, or in its electronic banking channels, applicable at the time of executing the payment transaction.
  - 19.5 The Bank shall charge a fee for each recurring payment at the time of executing the transaction. The amount of the applicable fees is set out in the Bank's Tariff for fees and commissions for individuals, valid for the period during which the payment is executed.
  - 19.6 The Bank shall not be liable for incorrect payments resulting from false, inaccurate and/or missing information required for the execution of the payment, the responsibility for providing which lies with the Client. In such cases, the risk and responsibility for the incorrectly executed banking transaction shall be borne by the Client. If the requested recurring payments are not executed due to insufficient funds in the Client's account(s), including for covering the Bank's receivables required for the execution of the payment transaction, the Client shall be obliged to settle the amount directly with the respective legal entity outside the automatic recurring payment service, and the Bank shall be released from any obligations to execute the recurring payment and from any liability for its non-execution.
  - 19.7 Upon closure by the Client of the main account designated for the execution of recurring payments, the Bank shall terminate the service as of the moment of account closure.
  - 19.8 Upon closure by the Client of the main account designated for the execution of recurring payments, the Bank shall terminate the service as of the moment of account closure.
  - 19.9 The Bank could terminate the periodic payment service by giving the Customer two months' notice.
  19. 10 Within the electronic banking services "Bulbank Online" and "Bulbank Mobile", the Bank provides information on the movements in the account(s) from which the periodic payments executed.

## **SECTION VI. RIGHTS AND OBLIGATIONS.**

20. The Client undertakes to use the Bulbank Online and/or Bulbank Mobile services only in person or through expressly authorised persons, who are authorised and identified with the right to dispose of his/her electronic and mobile

banking accounts, in accordance with the Bank's Terms and Conditions and the rules of electronic identification using the means of identification and the rights to use the services granted to each of them for personal and exclusive use, and to notify the Bank immediately of any suspicion of unauthorised access and misuse.

21. Depending on the rights and needs for using the Bulbank Online and Bulbank Mobile services, the Client is obliged to identify him/herself by means of a username and password or a personal access code/biometric feature (valid only for Clients using the Bulbank Mobile Service) and, when performing active operations, to comply with the specific methods of technical identification and authorisation described in these General Terms and Conditions.
22. The Client is obliged to keep secret all his/her electronic identification means in the Bulbank Online and Bulbank Mobile services, which are used only and exclusively by persons with the right to dispose of his/her accounts and the right to access the Bulbank Online Service, by creating conditions that exclude any possibility of unauthorised access by third parties. The risk and liability for failure to maintain the secrecy of the electronic identification means shall remain with the Client using the Bulbank Online and Bulbank Mobile services.
23. Each Client must, in his/her own interest, strictly comply with the security recommendations published on the Bulbank Online website and take all objectively possible measures, including technical precautions, to protect the identification data and access systems used by him/her on his/her personal computer or other device, on his/her personal mobile device, the software used, measures to protect the systems, devices of his/her proxies, in order to avoid and limit to the maximum the possible risks in online or mobile banking.
24. It is the Client's responsibility to store and protect the means of signature (M-Token or mobile phone) from unauthorised access and the Bank shall not be liable in the event that the means of signature are used by third parties as a result of failure to do so.
25. The Client is obliged to notify in written form the Bank of any changes in the data of the persons authorised to access the electronic channels and non-electronic statements made using the respective electronic identification and authorisation means, as well as of their removal and deletion as users of the services, or of the addition of new authorised persons when using the Bulbank Online and Bulbank Mobile services. The amendments to the previous sentence shall take effect with respect to the Bank after the end of the business day following the day on which the Bank was notified in written form regarding them by the Customer.
26. The Client is obliged to ensure that the persons authorised by him/her, who have electronic identification means in the Bulbank Online/Bulbank Mobile Service, comply with these General Terms and Conditions, the rules of confidentiality of electronic identification means, the security recommendations, the obligation not to create opportunities for third parties to obtain knowledge of them, and to notify the Bank immediately in case of a risk of unauthorised access to the electronic identification and authorisation means.
27. If there is a reasonable suspicion that the electronic identification and authorisation means of the Client or the Client's authorised persons have become known to or been acquired by other unauthorised persons and/or the relevant mobile devices and computers have been lost or stolen and/or there is a suspicion of information leakage, the Client is obliged to ensure that they are changed, destroyed or blocked by notifying the Bank immediately by telephone and then in writing in order to block access to the Bulbank Online and Bulbank Mobile services. The Bank shall not be liable for any adverse consequences resulting from persons, who are not authorised by the Client, obtaining knowledge of the Client's electronic identification and authorisation means prior to receipt of the notification, or from blocked accounts.
28. The Client undertakes to maintain in his/her Bulbank Online account his/her current mobile phone number related to the use of the Bulbank Online and Bulbank Mobile services or for the purpose of establishing contact with him/her, and to notify the Bank in a timely manner of any change in the mobile phone number registered for the service, theft of the respective SIM card, loss, theft or access by third parties to the device with the Mobile Banking application installed, in accordance with the procedure and in the manner provided for in these General Terms and Conditions.
29. The Client undertakes to pay all fees, commissions and other costs arising from the use of the Services, determined by type and amount, in accordance with the Bank's Tariffs in force on the date of the electronic transaction ordered, in the manner and in the procedure specified in the agreements for the provision of services and these General Terms and Conditions.
30. The Client is obliged to reimburse to the Bank, at the Client's expense, any amount received by the Client without being due and without a legal basis, as well as any amount paid by the Client's order at the expense of the Bank through a corrective entry on his/her account, by authorising the Bank to collect its claims from the Client's accounts with the Bank in accordance with the procedure for the automatic collection of claims.
31. The Client is obliged, when placing electronic orders for execution of transactions in person, or through his/her legal representative, or through his/her proxies/authorised users registered in the Bulbank Online and Bulbank Mobile services, to

- 31.1. fill in the forms for payment orders, declarations, requests and other necessary electronic documents in accordance with the instructions for using the services;
- 31.2. sign and send the electronic payment order or product/service application for execution using the identification and authorisation means specified in the Agreement and these General Terms and Conditions, in accordance with the authority of each of the persons authorised to access the services;

32. The Bank is obliged to

- 32.1. Carry out the electronic identification of the Client and the normal functioning of the Bulbank Online and Bulbank Mobile services in the order and in the manner specified in the Agreement and these General Terms and Conditions by
  - 32.1.1. providing access to the information part of the services, as well as for the processing of payment orders and requests for banking products and services, after electronic identification using one or more of the means of identification and authorisation (signature) for the relevant Service specified in these General Terms and Conditions;
  - 32.1.2. executing transactions after identification of the ordering party and his/her rights to dispose of the account via Bulbank Online/Bulbank Mobile in accordance with the identification and authorisation methods and their combination as a signature method described in these General Terms and Conditions;
- 32.2. Promptly block access to Client accounts via the services upon receipt of a Client's instructions or indications of a risk of unauthorised access;
- 32.3. Provide the Client with the information required by the applicable legislation on the status and movements on his/her accounts through electronic channels and/or in the manner specified in the Agreement and these General Terms and Conditions;
- 32.4. Inform the Client through the electronic channel in the event that the Bank is unable to carry out an operation that it has been instructed to carry out;
- 32.5. Make a corrective payment where there is a legal basis and it is reasonably possible to do so. If an unauthorised or erroneous payment transaction has been debited to an account, the Client may request a correction from the Bank only if the Client has informed the Bank immediately after the unauthorised or erroneous payment transaction has been discovered, [but] no later than 13 months after the date of the debit.

33. The bank has the right to

- 33.1. Amend the terms and conditions of the services by notifying the Client of the changes in the proper legal manner through electronic channels or at its branches (upon request);
- 33.2. Make changes related to technical support and development (new versions, upgrades, extension of functionalities) in order to improve the services, without prior notice;
- 33.3. Block access to the Bulbank Online and Bulbank Mobile services of any person whose actions violate the requirements of the applicable regulations, the Agreement and these General Terms and Conditions;
- 33.4. Block the execution of an ordered transaction and the Client's Mobile Banking accounts in the event of suspected online fraud, unauthorised access and/or notification by the Client of the theft/loss of the personal device used for the service, for the period of time until any risk of execution of an unauthorised operation has been eliminated;
- 33.5. Block the Client's account in the services for security reasons in the event of suspicion of unauthorised access and use of the means of identification, of which it will notify the Client. The Bank shall restore access to the Client's account at the Client's request in accordance with the procedure determined by the Bank;

- 33.6. Set a limit on payment orders through the channels of access to the services;
- 33.7. Unilaterally collect from the Client's accounts with it, in accordance with the automatic collection procedure to which it is authorised by the Client under the Service Agreement, all of its claims against the Client and the amounts due to it by way of fees and commissions, in the order and manner specified in the Agreement, these General Terms and Conditions, the General Terms and Conditions for Opening, Servicing and Closing Bank Accounts of Individuals and for Providing Payment Services and Instruments and the General Terms and Conditions for Opening, Servicing and Closing Accounts and the "Business Leader" Package Program of Legal Entities and Sole Proprietors and for Providing Payment Services in accordance with the Bank's current Tariffs.
- 33.8. The Bank shall be entitled to remuneration and claims for necessary expenses in the amounts set out in its Tariffs at the time of the relevant transactions and in accordance with the supporting documents. The collection of the Bank's receivables shall be the grounds for the execution of the ordered transaction and shall give rise to an obligation of performance on the part of the Bank subject to the availability of sufficient funds and compliance with the regulatory and internal banking requirements for this purpose, including under the Measures Against Money Laundering Act and the Measures Against the Financing of Terrorism Act and the proliferation of weapons of mass destruction (WMD);
- 33.9. Change the means of identification, authorisation and combinations thereof by notifying its clients via the service page or other appropriate means at least two months before the date on which the changes are proposed to take effect. Together with the notification referred to in the preceding sentence, the Bank shall, where applicable, inform the Client that it considers the Client to have accepted the amendments, unless the Client notifies the Bank that he/she does not accept the amendments before the date on which they enter into force. In such cases, the Bank will inform the Client that he/she has the right to terminate the Bulbank Online/Bulbank Mobile service agreement prior to the date on which the changes are scheduled to take effect, without being liable for any costs or damages. The scope of the payment services provided by the Bank may be extended by mutual agreement between the parties, in which case the period referred to in the first sentence of this clause shall not apply.

34. The client is entitled to
  - 34.1. Order the blocking of the right of access to the Bulbank Online and Bulbank Mobile services, in full or for any person authorised by him/her, at any time by means of a written order, without being obliged to state a particular reason;
  - 34.2. Make changes to registration, account access rights, usernames and passwords, access codes, authorisation, signing and confirmation methods, including blocking access to the features he/she uses, according to the procedure and in the manner described in these General Terms and Conditions;
  - 34.3. Cancel orders created through the Internet channel for the Bulbank Online Service with electronic statements only on condition that their execution has not yet started;
  - 34.4. Request termination of use of the Bulbank Online and Bulbank Mobile services in accordance with the terms of the Service Agreement.

## **SECTION VII. RESPONSIBILITY**

35. The Bank shall be liable for any damage caused by unauthorised transactions carried out by its employees within the framework of the services after the Client's account has been blocked following notification by the Client.
36. The Bank shall not be liable in the event of failure to perform its obligations under the Service Agreement or the documents relating to the Service due to the lack of a contractual relationship between the Client and the mobile operator, technical problems with the mobile operator or the Client's device (e.g. lack of range, roaming coverage, switched off phone, etc.) and any reasons due to technical/communications failures and/or other events beyond the control of the Bank.

37. The Client accepts the correctness and the consequences of the execution of the payment orders, requests and applications submitted by him/her and received by the Bank via the Service website or the Mobile Banking application, in accordance with the identification and authorisation methods described in the General Terms and Conditions. The risk and liability for damages resulting from the execution of electronic payment orders with incorrect, imprecise or unclear information shall be borne by the Client.
38. The Client shall bear the consequences and liability for the non-execution of payment orders against his/her account due to insufficient funds and/or a statutory lien.
39. The Bank indemnifies the Client for the damage caused to him/her in direct causal connection with the culpable actions/omissions of its employees in the execution/non-execution, delayed, incorrect execution of a transaction ordered by him/her through the Bulbank Online and Bulbank Mobile services.
40. The Client shall be liable for all losses arising from unauthorised payment transactions if they are caused by the Client acting fraudulently or by the Client failing to fulfil one or more of his/her obligations under these General Terms and Conditions with intent or gross negligence. In such cases, the Client shall be liable for the damages, regardless of their amount.
41. The Bank is not a party to the relations between the Client and merchants, including utility companies, when making payment transactions using the Bulbank Online and/or Bulbank Mobile services, and is not responsible for the quality of the goods and/or services offered by the merchant, as well as for any disputes between the merchant/supplier and the Client in this respect.
42. The Bank shall not be liable in the event that the Client does not have the necessary licences for the use of other software products necessary for working with the Bulbank Online and Bulbank Mobile services. This includes cases where a Client uses unlicensed software, as this creates the conditions for malicious code to infect their computer equipment/mobile device.
43. The Client and the Bank agree that the use of the username and password for access to the Client's account by the Client or the Client's proxy for the Bulbank Online Service in combination with the M-Token, as well as the use of the PIN/biometric feature for access to the Mobile Banking application in combination with the software token code, shall have the effect of a valid electronic signature within the meaning of Article 13 of the Electronic Documents and Electronic Authentication Services Act (EDESA) and Article 4 (5) of the Accounting Act, which binds and represents the Client and authenticates, authorises and signs the payment transactions ordered on the Client's accounts registered with the Bank for the Service, as well as all electronic applications/requests for banking products, subscription to banking services, identification in both services. Payment orders/instructions/applications/documents signed with such a signature are binding between the Client and the Bank with regard to the rights, obligations and conditions set out in the relevant electronic documents (payment orders/instructions/applications/etc. as applicable). The electronic use of an electronic signature within the meaning of Article 13 of the EDESA has the same effect as a legally valid handwritten signature within the meaning of the applicable legislation, applied by a person with the right to dispose of the Client's accounts/orders with the Bank, and certifies the authenticity of the electronic statement.
44. The Bank shall be exempt from liability for fulfilling the obligation to send electronic messages or SMS related to the operation of the Bulbank Mobile Service, based on the data in its possession that it has initiated such SMS/electronic messages, without being obliged to prove their receipt by the Client. The Bank does not check whether the telephone number provided is owned by the Client or his/her authorised representative.
45. The Client or his/her authorised representative shall be fully liable for the payment of compensation for any unauthorised use of a mobile telephone number indicated in the service profile in the following cases: provision of an incorrect mobile telephone number; failure to notify the Bank of a change in the mobile telephone number or failure to notify the Bank in good time of a change in the mobile telephone number; theft of a SIM card to which the mobile telephone number indicated in the profile is assigned; and disappropriation of a device on which the mobile banking application is installed.
46. The Bank is not obliged to inform the Client of any changes that constitute an extension of the scope of services provided or that reflect changes in legal acts.

## **SECTION VIII. ADDITIONAL PROVISIONS**

47. The Bank is entitled to amend and supplement these General Terms and Conditions, notifying the Client of such amendments at least two months prior to the date of their entry into force by posting notices in the branches of UniCredit Bulbank AD and by publishing them on the Bank's website. Information on the proposed changes is available to the Client on request in paper form at the Bank's offices.
48. The amended General Terms and Conditions shall remain in force and shall continue to apply to existing legal relationships.
49. The Client shall be bound by the amendments to these General Terms and Conditions unless he/she notifies the Bank in writing prior to their coming into force that he/she does not accept them. If the Client does not agree with the proposed changes, he/she has the right to terminate the agreements concluded with the Bank before the changes come into force.
50. These General Terms and Conditions have been approved by the Bank's Board of Directors in its Resolution No. 29 of 10 October 2007 and have been amended and supplemented by the Bank's Board of Directors in its Resolutions as per Minutes No. 19 of 24 April 2008, Minutes No. 19 of 28 April 2010, Minutes No. 26 of 15 June 2011, Minutes No. 44 of 5 October 2011, Minutes No. 49 of 19 November 2013, Minutes No. 34 of 15 July 2014, Minutes No. 18 of 4 May 2017, Minutes No. 7 of 15 February 2018, Minutes No. 16 of 3 April 2024 with effect from 6 June 2024, and Minutes No. 53 of 23 October 2024 with effect from 25 December 2024., amended and supplemented by decision of the Management Board of the Bank pursuant to Minutes No. 55 of 29.10.2025 and entering into force from 01.01.2026. They are implicitly included in and form an integral part of any agreement 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 unless otherwise specified in the specific agreement.