GENERAL TERMS AND CONDITIONS FOR BANK CARDS FOR BUSINESS CLIENTS AND FOR PROVIDING PAYMENT SERVICES THROUGH BANK CARDS AS ELECTRONIC PAYMENT INSTRUMENTS

SECTION I. SUBJECT

1. The present General Terms and Conditions for bank cards for business clients and for providing payment services through the use of bank cards as electronic payment instruments, hereinafter referred to as the General Terms and Conditions or GTC, provide for the relations between UNICREDIT BULBANK AD (hereinafter referred to as the Bank), entered in the Commercial Companies Register with the Registry Agency, UIC 831919536, with registered seat and management address: city of Sofia, 7 Sveta Nedelya Sq., website: www.unicreditbulbank.bg, performing banking activity under the supervision of the Bulgarian National Bank, license No. RD 22-2249/16.11.2009 and the clients - legal entities, sole traders or government authorities, in relation to the opening, servicing and closing of main and additional bank cards (hereinafter also referred to as "Cards"), as well as with regard to the payment services and instruments, which the Bank provides to its Clients through the use of Cards as electronic payment instruments. The General Terms and Conditions shall be mandatory for the clients and shall represent an integral part of every Debit Card Agreement or respectively Credit Card Agreement signed between the Bank and its client - a legal entity, a sole trader, or a government authority. The relevant provisions of these General Terms and Conditions shall have the legal effect and consequences of a framework agreement between the Bank and the Client pursuant to the Law on Payment Services and Payment Systems (LPSPS), providing for the future fulfillment of separate or a sequence of payment operations through a payment instrument (a bank card).

SECTION II. DEFINITIONS

- **2.** The words and expressions listed hereinafter and used in the General Terms and Conditions and in each Debit Card Agreement or Credit Card Agreement shall have the following meaning:
- **2.1. "Bank Card" or "Card"** shall be a main or an additional Debit Card or a main or additional Credit Card. For the issuing of an additional Card, on the grounds of a Debit Card Agreement of Credit Card Agreement concluded between the Bank and the Client, the Client shall fill in a separate request in which it shall specify the needed data for issuing of an additional Card in the name of the person designated by it Authorized Holder;
- 2.2. "Debit Card" or "DC" is an electronic payment instrument, which entitles the Authorized Holder for a certain period to perform payment operations up to the real available own funds on the current account of the Client. One main Debit Card and an unlimited number of additional Debit Cards may be issued to the current account of the Client:
- 2.3. "Credit Card" or "CC" is an electronic payment instrument which entitles the Authorized Holder for a certain period to have access to a certain credit limit agreed between the Bank and the Client, respectively to available own funds of the Client (if there are such);
- **2.4.** "Client" is a legal entity, a sole trader or a government authority, established pursuant to the laws of the Republic of Bulgaria, or a foreign legal entity;
- **2.5.** "Authorized Holder" is a local or foreign legally capable natural person, who is an employee of the Client or a person who has signed a management contract with the Client;
- 2.6. "Current account for DC" or "DCCA" is a bank payment account, opened and kept with the Bank in the name of the Client and identified in the Debit Card Agreement, to which and to the available funds on which the Authorized Holder has access through the Debit Card. The available funds and the operations performed with each Debit Card attached to the DCCA payments and proceeds from ICO, as well as the fees, commissions and interests accrued and/or collected for them, shall be booked on the DCCA. The Bank shall automatically collect from the DCCA the interests, fees, commissions and charges due and payable thereto by the Client on the grounds of the Debit Card Agreement and these GTC in connection with the opening, servicing and closing of the Debit Card and with the operations performed with it. The relations between the Bank and the Client in relation to maintaining and closing of the DCCA are subject to the General terms and conditions of the Bank for opening, servicing and closing bank accounts of legal entities and sole proprietors and for the provision of payment services;
- **2.7.** "Unauthorized Overdraft" is the amount in excess of the available funds on the Debit Card Current Account, resulting from a transaction performed with the Card or fees, commission and/or interests charged by the Bank. The used Unauthorized Overdraft shall be immediately due and payable:
- 2.8. "Direct Debit Current Account" or "DDCA" is a bank payment account, opened and kept with the Bank in the name of the Client, specified in the Credit Card Agreement, which may be designated by the Client as an account from which the Bank has the right to automatically collect, on the Date of Repayment, its due receivables for the Minimum Repayment Amount, respectively Minimum Due Amount and/or for all amounts due by the Client to the Bank, including but not limited to principal, interests, fees, commissions, other costs, determined as grounds and amount in the Credit Card Agreement and these General Terms and Conditions. The relations between the Bank and the Client in relation to maintaining and closing of the DCCA are subject to the General terms and conditions of the Bank for opening, servicing and closing bank accounts of legal entities and sole proprietors and for the provision of payment services;

- 2.9. "Card Account" or "CA" is the account opened on the grounds of the Credit Card Agreement and these GTC, which account is connected with the Credit Card and on which the Client is obliged to deposit the funds for repayment, until or at the latest on the Date of Repayment, of all utilized amounts from the Credit Limit and the interests, fees and commissions, penalties and other charges accrued on them or at least of the Minimum Repayment Amount, respectively Minimum Due Amount. The Client may also deposit on the Card Account his own funds above the credit limit, which will only be accessible to the Authorized Holder of a main Credit Card through the Card;
- 2.10. "Credit Limit", "Credit" or "CL" is the loan amount provided by the Bank to the Client as determined in the Credit Card Agreement, respectively in the request for issuing of an additional Credit Card, on the grounds and subject to the Credit Card Agreement and these GTC, which the Authorized Holder may access and use through the CC during the Client Payments Period;
- **2.11.** "Term of the credit limit" is the deadline, defined by the Credit Card Agreement, until which the Credit Limit may be used and revolved upon the repayment of the utilized Credit Limit and after the expiry of which the engagement of the Bank to provide non-utilized amounts from the credit limit is terminated;
- **2.12. "Client Payments Period" or "CPP"** is the period in which all operations performed with a CC, and/or the accrual and/or repayment of interests, fees and commissions from the CL, are booked on the Card/Card Account. The Client Payments Period covers the period of utilization of amounts up to the amount of the agreed Credit Limit, from the first to the last day of each month during the validity term of the Credit Card Agreement, except for the first Client Payments Period which shall start on the date of commencement of the right of utilization and shall end on the last day of the respective month, and respectively the last Client Payments Period which shall cover the period from the first day of the last month to the Date of Repayment (if this period is shorter than one month);
- **2.13.** "The Utilized Amount", "UA" or "Debt" is the sum total of all payments and withdrawals with a Credit Card performed during a Client Payments Period, and the interests, fees and commissions charged on them;
- **2.14. "Minimum Repayment Amount" or "MRA"** is the amount which must be repaid by the Client in the periods determined in the Credit Card Agreement so that the available Credit Limit may be used. The amount of the Minimum Repayment Amount is determined in the Credit Card Agreement;
- 2.15. "Minimum Due Amount" or "MDA" is the amount which must be repaid by the Client if there is (an) overdue MRA(s) and/or an Exceeded Credit Limit, so that the available CL may be used. The amount of the MDA as of any Date of Repayment shall be calculated as the sum total of the due MRA or the actually utilized amount during the Client Payments Period if smaller than the MRA, plus the overdue MRAs (if any) and the Exceeded Credit Limit (if any), as well as the interests and fees charged on these amounts;
- **2.16.** "Debt from a previous Client Payments Period" is the payable outstanding Debt formed by the amount utilized during one Client Payments Period, less the repayments made for the same Client Payments Period, and transferable to the following Client Payments Period:
- **2.17.** "Exceeded Credit Limit" is the amount of the excess on the agreed Credit Limit as a result of a performed transaction with the card or fees and commissions and/or interests charged by the Bank on the Card Account. The used Exceeded Credit Limit shall be immediately due and payable;
- **2.18.** "Grace Period" or "GP" is the period from the date on which a transaction is made with a Credit Card in one Client Payments Period to the 15th day of the month following the Client Payments Period:
- **2.19.** "Date of Repayment" or "DR" is the date until or on which a (partial or full) repayment of the debt on the Card is made from the CCCA/ DDCA. The Date of Repayment shall be the last day of the Grace Period which follows the Client Payments Period or the first following business day, if the last day of the Grace Period is a non-business day. On this date, at the latest, the Client shall provide funds to cover the Utilized Amounts or at least the MRA or MDA respectively.
- **2.20. "Interest for Utilized Amount"** is a monthly interest rate which is charged on the utilized Credit Limit and whose amount is determined in the Credit Card Agreement;
- 2.21. "Fee for Exceeded Credit Limit" is a fee payable by the Client if the agreed Credit Limit is exceeded as a result of a transaction performed with the Credit Card, and its amount is determined in the Tariff for the Fees and Commissions of UniCredit Bulbank AD for Legal Entities and Sole Traders (the Tariff), applicable as at the time of collection of the fee. The fee for exceeded Credit Limit shall be due and payable as per the terms and conditions established in the Credit Card Agreement;
- **2.22. Administration Fee for overdue payables** is a fee payable by the Client if it fails to repay the MRA/MDA until or on the DR, and whose amount is determined in the Tariff applicable as at the time of its collection. The fee for administration of overdue payables shall be due and payable as per the terms and conditions established in the Credit Card Agreement;
- 2.23. "Monthly Statement" is a document issued by the Bank and containing information about all transactions performed with the Card/s in the respective period against the available funds on the Debit Card Current Account or against the Credit Limit on a Credit Card and/or own funds. The monthly statement for Credit Cards includes information also about the MRA, respectively MDA, payable by the Client and the term for its payment, as well as the total amount payable in connection with the Card;

- **2.24.** "Cash M transfer" is a service which allows the Authorized Holder to transfer funds from DCCA, respectively CA to an account of another person, through an ATM which supports the service. The receiver may withdraw the amount from an ATM within 7 (seven) days from initiation of the transfer by selecting the service "Cash M transfer" and entering in the indicated fields:
 - mobile phone number (where he received the "SMS code");
 - "SMS code" (a 6-digit code from the SMS notification);
 - transaction code (a 4-digit code received by the ordering party);
 - 2.25. "ICO" is any of the international card organizations VISA International and MasterCard International.
 - 2.26. "PIN" is a personal identification number:
 - 2.27. "Tariff" is the applicable Tariff for the fees and commissions of UniCredit Bulbank AD for Legal Entities and Sole Traders.
 - **2.28. Off-line payment mode** a payment by a bank card at a POS terminal in a merchant outlet, in the course of which information is not sent for authorization to the authorization system of the card issuing bank.
 - **2.29. On-line payment mode** a payment by a bank card at a POS terminal in a merchant outlet, in the course of which information is sent for authorization to the authorization system of the card issuing bank.
 - **2.30. Contactless payment** a payment in which without inserting/swiping the card in/through the POS device the card is brought near at 2 or 3 cm in front of the spot designated by a special symbol on a POS terminal or on the contactless reader connected to it or an ATM marked with the logos of PayPass or payWave, supporting this kind of data transfer. The payment takes place after the amount of the purchase is entered at the POS terminal and the Authorized Holder of the card is prompted by the merchant to bring the card near the designated spot and hold it until the POS terminal screen confirms the successful payment transaction with a sound and light signal.
 - **2.31.** Contact payment a payment in which the bank card is swiped through a magnetic stripe reader or is inserted in a chip reader of a POS terminal or an ATM.

III. ISSUING AND USE OF THE CARD

- **3.1**. The Bank shall issue a main or an additional bank Card/s to the Authorized Holder on the grounds of a standard written request submitted by the Client and presented documents and information as requested by the Bank. The Bank shall issue the Card in accordance with the effective legislation of the Republic of Bulgaria and its internal regulatory framework, the present GTC, the Tariff, the request by the Client for issuing of a Card and/or the particular Card Agreement.
 - 3.1.1. The Bank shall issue an additional Card/s by request of the Client under the following additional terms:
- **3.1.1.1.** An agreement must have been signed between the Bank and the Client for a main Debit Card, respectively for a main Credit Card;
- **3.1.1.2.** The Client must have completed and submitted a request for issuing of the Card, with the required information for the issuing of an additional Card, including but not limited to, daily and weekly limits indicated by the Client for the additional Card which may not exceed those fixed for the main Card, and if the additional card is a Credit Card the Client must specify also what part of the Credit Limit may be used through the additional Credit Card.
- **3.1.2**. The issuing and use of the Card (main or additional) shall be entirely at the risk and responsibility of the Client.
- **3.2**. The Client shall complete a separate request for each Authorized Holder and the request shall be an integral part of the Card Agreement. The Bank shall make a decision on the request without being obliged to justify its refusal to issue the Card.
- **3.3.** The application for issuing of a Card (main or additional), as well as the Agreement for a main card, is signed by the Client, represented by its legal representative or by attorney/s, duly authorized for this purpose with a particular power of attorney, with a notary certification of the signature/s of the legal representative/s of the Client, or in another way in which their power of representation is officially confirmed.**3.4**. The validity term of the Card shall be as indicated on its front. Its validity shall expire at 24:00 h. on the last day of the specified month.
- **3.5**. The card shall be issued and activated by the Bank within 5 business days from the date of submission of the request for its issuing. By request of the Client the card may be issued with an express service within 48 hours from the date of the request. For the express service the Client shall owe a fee pursuant to the Tariff.
- **3.6.** The Card shall be property of the Bank and shall be returned thereto within 30 days after its expiry or on the date of notification by the client for early termination of the Card agreement.
- **3.7**. The Bank shall deliver the issued Card personally to the Authorized Holder or the Client acting via its legal representatives or to persons duly authorized in writing by the legal representatives of the Client for that end.
- **3.8**. Together with the Card, the Authorized Holder shall receive a Personal Identification Number (PIN), which is unique and shall be known only by the Authorized Holder, and which allows the Card to be activated..

- 3.9. The Authorized Holder shall change its initial PIN Code at an ATM with the logo of BORIKA AD with which s/he activates her/his card and after that s/he shall destroy the envelope which contains the initial PIN Code received by the Bank. The Authorized Holder shall not disclose the PIN to anyone, he shall not write it on the Card or on any items, which are kept together with the Card, and shall take every possible measure to prevent any third parties from knowing it, including when entering it on the keyboard of an ATM or POS terminal. Upon every following reissuance of the card with a new PIN code, the Authorized Holder shall change the initial PIN code at an ATM with the logo of BORIKA AD with which s/he activates her/his card.
- **3.10.** Immediately after receiving the Card and the PIN code against signature and setting the identification password, the Authorized Holder, together with the Client, assumes full responsibility to protect the Card and not disclose the received information regarding its use.
- **3.11.** The Bank may unilaterally and automatically, by its discretion, reissue for a new term a Card whose term has expired. The new Card may be received as per the procedure of item 3.7 of the GTC after the tenth day of the month in which the previous Card expires.
- **3.12**. A Card which has been issued/reissued but not collected for 3 (three) months shall be destroyed by the Bank.
- **3.13**. Upon the receiving the new Card, the Authorized Holder / representative of the Client shall return the old card to the Bank and the old card shall be destroyed in his presence, for which a standard protocol shall be filled in and signed.
- **3.14**. Before expiry of the validity of the Card, the Bank shall issue a new Card and a new PIN code on the basis of a Request filled in by the Client and against payment of a fee pursuant to the Tariff in the cases when:
 - **3.14.1**. The magnetic stripe of the Card or its chip is damaged or unmagnetized;
 - 3.14.2. The card is lost/stolen or there is suspected unauthorized use;
 - **3.14.3**. The card is unusable upon the very first transaction with it;
- **3.14.4.** Due to a technical error in the issuing of the Card, through fault of the Client / Authorized Holder, for which the Client shall pay a fee pursuant to the Tariff;
 - 3.14.5. Technical error upon the issuance of the Card by fault of the Bank;
 - 3.14.6. Forgotten PIN;
- **3.14.7**. If the Card is withheld at an ATM (in case of a technical failure of the ATM or a mechanical damage of the Card).
- 3.15. The card may be used in Bulgaria and abroad. The Bank shall not be liable for transactions concluded with the use of the Card.
- **3.16.** Through the Card the Authorized Holder may perform the following financial operations in locations and at devices marked with the commercial signs of the respective card Visa/ MasterCard/Visa Electron:
- **3.1.16.** Withdrawal of cash from an ATM most often in the local currency of the country where the operation is performed. The maximum amount of cash which may be withdrawn from an ATM shall be determined by the banks managing the devices as well as by limits on the Card;
- **3.16.2**. Withdrawal of cash on hand at a cash desk in a bank, through an electronic terminal or another type of mechanical device for processing card payments (imprinter). Withdrawal of cash on hand at a cash desk in a bank through an imprinter shall not be applicable to Debit Cards with the logos of Maestro and Visa Electron:
- **3.16.3**. Paying for goods and services in merchant outlets, on POS terminals and/or another type of mechanical device imprinter. Paying for goods and services via imprinter shall not be applied to Debit Cards with the logos of Maestro and Visa Electron:
- **3.16.4.** A contactless payment by a card with the logo of PayPass of MasterCard, or payWave of VISA respectively, at a POS terminal in the merchant outlets in the country and abroad, marked with the sign of the service PayPass or payWave, respectively.
- **3.16.5.** When the contactless payment is above the limit approved by the International Card Organizations for the respective country, the order shall be executed either in a contactless way in an on-line mode or in a contact way, according to the requirements valid in the particular country. In both cases the payment will be made after the entering of PIN and/or signature on the document for the executed operation, up to the standard limits determined in the respective Tariff.
 - **3.16.6**. Payment of bills through ATMs with Borica's logo;
- **3.16.7**. Payment at a POS terminal at a merchant outlet with cashback with Visa Electron, Visa and Maestro cards at merchant outlets on the territory of Republic of Bulgaria;
- **3.16.8**. Online payment of goods and services, rent-a-car services, hotel reservations, etc., without the physical presence of the Authorized Holder or through providing of card data by fax, telephone or other telecommunication channel;
- **3.16.9**. Cash deposits (deposit operation) to accounts through ATMs supporting the service and owned by the Bank. The deposit may be only in BGN and the maximum amount per transaction shall be 90 banknotes of BGN 100, and the minimum shall be 1 banknote of BGN 5. For the crediting of a foreign currency account upon deposit of BGN banknotes at an ATM, the Bank shall apply the "cash sell" exchange rate which is valid on the date of booking the operation;
- **3.16.10**. Through the Card the Authorized Holder may perform the following operations for obtaining information and non-payment operations in premises and on devices marked with the logo of the respective card Visa/ MasterCard:
 - **3.16.10.1**. Change of PIN on ATMs on the territory of the country in the system of Borica.
- **3.16.10.2.** Information about the available balance on the account on ATMs in the country, while for cards with the logo of Visa on devices all over the world, if the foreign operator is certified for this service.
 - 3.16.10.3. Information about the last 5 (five) transactions only through ATMs in Bulgaria;

- **3.16.11**. The Bank has the right to limit or expand the scope of the operations which may be executed with the Card, as well as the conditions for their execution, based on changes in the applicable legislation, the rules and procedures of ICO, security concerns or improvements in the respective service, and shall inform the Clients and the Authorized Holders of the introduced changes as per the procedure specified in the GTC.
- **3.17.** Upon execution of transactions with the Card, each of the following actions shall be a valid means of identification of the Authorized Holder and proof of the consent for execution of the card payment:
- **3.17.1.** With the reading of the chip / magnetic stripe of the Card by an ATM or POS terminal and entering by the Authorized Holder of a valid PIN through the keyboard of an ATM and/or POS. Upon execution of a contactless payment, the PIN shall be entered when the amount of the payment is higher than the limit approved by the International Card Organizations for the respective country. Upon submitting the Card by the Authorized Holder for payment at a POS terminal in a merchant outlet, he/she may be requested to present also a valid identity document as a necessary requirement for ordering the payment;
- **3.17.2.** With the reading of the chip/magnetic stripe of the Card by POS terminal, the entering of a valid PIN code and/or the placing of a signature on the receipt printed by the device and the presenting of a valid identity document by the Authorized Holder upon withdrawal of cash at a cash desk in a bank, exchange bureau or upon transactions in casinos;
- **3.17.3**. With the reading of the chip / the magnetic stripe of the Card at a POS terminal and the placing of a signature on the device receipt by the Authorized Holder upon operations at terminals which do not have PIN acceptance functionality.
- **3.17.4**. Through providing the plastic Card or through its manual insertion in the terminal and the reading by the latter of its magnetic stripe or chip upon payment on self-service terminals.
- **3.17.5**. Upon entry and/or registration of the card details online by the Authorized Holder Card number, expiry date of the Card, CVV2/CVC2 code (the three digits printed on the back side of the Card after the last 4 digits of the Card number), and/or secret password for Secure Online Payments of the Authorized Holder;
- **3.17.6.** Through providing card details to the provider of goods and/or services and authorizing it to use it for payment by the Authorized Holder by fax, telephone or some other means of telecommunication number and expiry date of the Card, CVC2/CVV2 code.
- **3.18**. The Bank shall not be liable for any groundless refusal of third parties to accept payments with the Card or if a payment initiated with the Card cannot be performed due to technical, communicational and other reasons, which are beyond the control of the Bank.
- **3.19**. If the Authorized Holder enters a wrong PIN three consecutive times on the keyboard of an ATM, the Card may be withheld by the ATM or returned, but its subsequent use may be automatically blocked. Unblocking of the Card shall be done on the grounds of an Unblocking Request completed personally by the Authorized Holder or the Client, and submitted to a branch of the Bank, and after payment of a fee pursuant to the Tariff.
 - 3.20. If due to technical or other reasons the Card is withheld in an ATM, it shall be reissued with a new PIN.
- **3.21.** Upon performance of a payment abroad in a currency different from the currency of the Debit Card Current Account, respectively the Card Account, the amount of the payment shall be converted into a settlement amount in the currency and by the exchange rate respectively of Visa International or MasterCard International. The settlement amount shall be converted to an amount in the currency of the Card, and this amount shall be debited from the respective account through the respective buy/sell exchange rate of the Bank applicable on the day of booking of the respective operation and serving as the reference exchange rate.
- **3.22**. The Tariff, which the Bank applies to its operations, valid as at the date of their performing, defines the limits and terms and conditions for issuance and servicing of payments with Credit Cards, respectively Debit Cards.
- **3.23**. For the issuing and servicing of the Card and the operations with it, the Client shall owe the Bank fees and commissions as per the Tariff, effective as at the time of their accrual and announced at the desks of the Bank, on its website or in the electronic banking channels, and/or as agreed in writing between the Bank and the Client. An early demand or return of a Card may not bring about claims by the Client for partial recovery of the paid fees and commissions for the Card and/or those charged and collected in and for operations performed with it.
- **3.23.1**. The Bank shall have the right to unilaterally change the amounts of the charged and accrued by it fees and commissions in accordance with the market levels and trends, and the values applicable at any moment shall be announced on the cash desks of the Bank, on its website or the electronic banking channels.
- **3.23.2**. The changes in the Tariff shall enter in force in accordance with the provision of Section XIV, item 14.1, sentence one of the GTC.
 - 3.24. In case of death of the Authorized Holder, his heirs / the Client shall inform the Bank and return the card.
- **3.25**. The Bank shall not be responsible for any payments made in compliance with the established procedure until the day it receives a written notice accompanied by the relevant document for the death of the Authorized Holder.

IV. ACTIONS IN CASE OF A STOLEN / LOST CARD

- **4**. In the cases of loss or theft of the Card, as well as in the cases under Section V, item 5.1.1, the Authorized Holder and/or the Client shall:
- **4.1**. Immediately inform the Bank through the following telephone numbers or e-mail address (24 hours a day, 365 days a year):

UniCredit BULBANK AD - Head Office:

Telephone: 15212 – for Bulgarian mobile operators or +359 2 / 9337212 for landline subscribers;

- **4.2.** When the Authorized Holder is abroad, the Authorized Holder / the Client can directly contact Visa/ MasterCard through the telephones for free access to the Global Client Assistance System for VISA cardholders (Global Client Assistance Service GCAS) and MasterCard (MasterCard Global Service), indicated on the website of the respective international card organization. The Client / the Authorized Holder is obliged to inform the Bank immediately as well.
- **4.3**. For the theft/loss of the Card the Client / the Authorized Holder shall inform the local police, which shall issue him a document for the incident.
- **4.4.** Within a 5-day period after making the notification, the Authorized Holder/the Client shall submit to the Bank a written Request for blocking the card including a description of the incident. In case the Client / Authorized Holder is abroad or for some other reason is prevented from appearing at the Bank in person, he may send a Request in free text describing the incident to the above e-mail.

V. BLOCKING AND SUBSEQUENT UNBLOCKING OF THE CARD

- **5.1**. The Bank shall have the right to block the Card in the following cases:
- **5.1.1**. A submitted message from the Client, the Authorized Holder or another person by phone or e-mail in case of loss, theft, deprivation in any other way, forgery or any other illegal use of the Card followed by a written request for blocking the card submitted by the Authorized Holder or the Client to the Bank, no later than 5 (five) days after the date of the notice:
- **5.1.2**. Breach of the Debit Card Agreement, or the Credit Card Agreement respectively, and/or the GTC on the part of the Client / the Authorized Holder;
- **5.1.3**. In case of non-repayment on maturity of due and payable amounts based on the Credit Card Agreement / the Debit Card Agreement and/or GTC:
- **5.1.4**. A received message for distraint on the accounts of the Client, imposed by the competent authorities and parties;
 - **5.1.5**. In case the BANK has any doubt about unauthorized/ non-permitted use of the Card;
 - **5.1.6**. By order of the Client;
 - **5.1.7**. Out of security considerations regarding the Card;
 - **5.1.8**. Use or suspected use of the Card with a fraudulent purpose;
- **5.1.9**. In case of a significantly increased risk that the Client might be unable to fulfill his obligations for payment of amounts payable to the Bank, related to the use of the Card:
 - **5.1.10**. On other grounds established in the Debit Card Agreement, or the Credit Card Agreement respectively.
 - **5.2**. The Bank shall activate the Card in the following cases:
- **5.2.1**. A submitted request by the Client for activation of the Card, which was blocked on the grounds of item 5.1.1., 5.1.6, 5.1.7 and 5.1.8 of the present GTC;
- **5.2.2**. After the full and complete repayment of the due amounts, when the card is blocked on the grounds of item 5.1.3;
 - **5.2.3**. After the grounds for the blocking are no longer relevant in all other cases.

VI. RIGHTS AND OBLIGATIONS OF THE CLIENT AND THE AUTHORIZED HOLDER IN CONNECTION WITH THE ISSUING AND USE OF A CARD

- **6.1**. The Authorized Holder shall be obliged to:
- **6.1.1**. To use the Card in a way and according to rules determined in the applicable legislation, the Debit Card Agreement, or the Credit Card Agreement respectively, these GTC and the rules of the International Card Organizations and not to allow the using of the card for payments in connection with goods and services whose purchase and use is forbidden by a law, regulation or other instrument issued by a competent authority in the country where the Card is used;
- **6.1.2.** Upon receival of the Card s/he shall activate her/his card in person through a change of the initial PIN Code and to undertake all reasonable actions for keeping of its secure characteristics incl. PIN code and secure password for internet payments as well as not to store together with the card any information about these characteristics in a written form
- **6.1.2.1.** Upon use of the Card for online payment of goods and services, to protect the card information including the card data, by taking all necessary measures against finding them from unauthorized parties, including their introduction during the transaction and prevent unauthorized access and use of the Card by third parties, including to register his Visa and/or MasterCard card for the service "Secure Online Payments" through any of the channels provided by the Bank;
 - **6.1.3**. To use the card only personally and in accordance with the conditions for its issuance and use;
- **6.1.4**.1. To act with due care and in good faith as required by the legislation in order to keep the Card intact and safe, to undertake all necessary measures for preventing their loss, destruction or damage and their illegal deprivation, to keep it safe from mechanical damages, as well as from any magnetic and electro-magnetic interferences.
- 6.1.4.2. To duly inform the Bank or authorized by it person in case of loss, theft, takeover or unauthorized usage of the card immediately upon learning:
 - 6.1.5. Upon payments with the Card, to establish his identity in a merchant outlet or in the Bank on request;
- **6.1.6**. To return the card to the Bank within 30 days from the day of occurrence of one of the events listed under Section III, item 3.6, as well as in any of the cases under Section III, item 3.14.1, 3.14.3, 3.14.4, item 3.14.5, 3.14.6 –

upon receiving the new Card and its PIN. The card shall be destroyed in the presence of the Authorized Holder or the Client;

- **6.1.7**. To inform the Bank immediately by telephone/e-mail, specified in Section IV, item 4.1 of these GTC in case of destruction, loss, theft, depriving in any other way, forgery or occurrence of circumstances which create an opportunity for use of the Card in any illegal way, and within 5 (five) days after the notice, the Authorized Holder shall submit to the Bank a written request for blocking of the Card with a description of the incident;
- **6.1.8**. To keep for reference the receipts for the transactions performed with the card for at least 45 calendar days from the day they are effected. In case of any suspected discrepancies, the Authorized Holder and/or the Client shall be obliged to inform the Bank immediately in writing by completing a standard Claim Form;
- **6.1.9**. In case of raised claims regarding operations performed with the Card and submitting of a Form for a disputed payment to a branch of the Bank, the Authorized Holder, the Client respectively, shall be obliged to submit all the documents required by the Bank in relation to this payment and the objections against its performing;
- **6.1.10**. To keep himself informed by obtaining information at the cash desks of the Bank through the electronic channels of the Bank and/or the website of the Bank, where the Bank fulfills its obligations to provide the information required under the law and keeps updated as at the respective moment full and detailed information about the content of the effective and applicable: Tariff, the content of these GTC and of the products offered by the Bank for Cards.
- **6.1.11.** To keep himself constantly informed about all changes in these GTC and the Tariff, available at its cash desks, the website and through the electronic channels of the Bank and may not rely on ignorance about the effective at any time terms and conditions of the Bank, detailed above, by which the Authorized Holder is bound and which commit him from the date on which they are made available at the cash desks of the Bank and through its electronic channels, except for the changes which are applied to the Client with the expiry of two months from the date of announcement, which shall apply to the Client upon expiry of two months from the date on which they are announced, in accordance with the provisions under Section XIV, item 14.1, sentence one of these GTC.
 - **6.1.12**. When performing a Cash M transfer, the Authorized Holder undertakes:
- **6.1.12.1**. To enter the amount of the transaction minimum BGN 10.00. / maximum BGN 400.00, where any amount must be divisible by BGN 10;
 - **6.1.12.2**. To enter a randomly chosen four-digit code of the transfer;
 - 6.1.12.3. To enter a mobile phone number (only for Bulgarian operators) of the receiver of the payment;
- **6.1.12.4.** To enter his own mobile phone number (only for Bulgarian operators) (not mandatory, it is to be provided only if he wants to receive a text message (SMS) when the money is withdrawn);
- **6.1.12.5**. To inform the receiver of the transfer about the code of the "Cash M transfer" and that the utilization of the funds may be made within 7 (seven) days from initiation of the transfer.
 - **6.2.** The Authorized Holder is entitled to perform the operations under Section III, item 3.16 of the GTC.
 - **6.3.** The Client shall be obliged:
- **6.3.1.** To monitor and to be responsible together with the Authorized Holder for the accurate and timely fulfillment of the obligations of the Authorized Holder, arising from the Debit Card Agreement, respectively the Credit Card Agreement and these GTC, the rules of the International Card Organizations and the requirements of the effective legislation;
- **6.3.2**. To inform the Bank immediately of any occurred changes in the personal details of the Authorized Holder and/or the identification data of the Client, indicated by the latter in the request for issuing of the Card. If the Client fails to notify the Bank about a change in its mailing address, all letters/ notifications/ messages from the Bank shall be considered duly served to the address specified in the request.
- **6.3.3**. To monitor and to be responsible for the fulfillment of the obligations of the Authorized Holder, established in Section VI, item 6.1.6 and item 6.1.7 of the GTC and/or personally to undertake the actions under the said provisions;
 - **6.3.4.** To pay all costs related to the issuing and use of the Card and the performing of operations with it;
- **6.3.5**. To provide to the Bank the required information and documents, in fulfillment of the conditions of the Debit Card Agreement, respectively the Credit Card Agreement and the GTC;
- **6.3.6**. To inform the Bank immediately in case of not receiving the monthly card statement as agreed in advance with the Bank;
- **6.3.7**. If with the request for issuing of the Card the Client has requested to receive a monthly statement by email, the Client shall undertake the following:
- **6.3.7.1.** To undertake all necessary actions so as to ensure the unobstructed receiving of the e-mails containing attached statements to the indicated e-mail address. The Bank shall not be responsible if it has sent in good faith any statements to the e-mail address indicated by the Client, which is not accessible for technical reasons and/or due to a deliberate action or gross negligence of the Client.
- **6.3.7.2.** Promptly to inform the Bank in writing in case of change of the e-mail address, on which he receives the monthly statements. The Bank shall not be liable for any unreceived monthly statements until the day of receipt of a written communication that informs of the occurrence of changes or modifications to the previous statement.
- **6.3.7.3.** To undertake all necessary actions in order not to allow unauthorized access to the information about the Card and the movements on the Debit Card Current Account, or the Credit Card Current Account respectively, contained in the Monthly Statement, sent to an electronic address. The risk and the consequences of any such unauthorized access shall be borne by the Client.
- **6.3.8**. The term for appeal against the information contained in the monthly statement received by e-mail shall start from the moment when the Bank's systems register information that the e-mail containing an attached monthly statement has reached the e-mail address specified by the Client, to which address it was sent, but in any case no later than 1 (one) business day after the date of its sending;

- **6.3.9**. The Client bears all loss related to unauthorized payment operations performed by means of deceit or as a result of neglect of one or more of its obligations under 6.1.2, 6.1.3 or point 6.1.4.2 of Section VI of the current GTC knowingly or by gross negligence.
- **6.3.10**. The Client bears losses related to all unauthorized payment operations coming from usage of lost, stolen or illegally taken over bank card or in case of lost card data when the authorized cardholder has not kept secret the personalized secure characteristics of the bank card PIN code, secure password for internet payments, to a maximum amount of BGN 300:
- **6.3.11**. To keep himself informed by obtaining information at the cash desks of the Bank through the electronic channels of the Bank and/or the website of the Bank, where the Bank fulfills its obligations to provide the information required under the law and keeps updated as at the respective moment full and detailed information about the content of the effective and applicable: Tariff, the content of these GTC and of the products offered by the Bank for Cards.
- **6.3.12**. To keep himself constantly informed about all changes in these GTC and the Tariff, available at its cash desks, the website and through the electronic channels of the Bank and may not rely on ignorance about the effective at any time terms and conditions of the Bank, detailed above, by which the Client is bound and which commit him from the date on which they are made available at the cash desks of the Bank and through its electronic channels, except for the changes which are applied to the Client with the expiry of two months from the date of announcement, which shall apply to the Client upon expiry of two months from the date on which they are announced, in accordance with the provisions under Section XIV, item 14.1, sentence one of these GTC.
 - **6.4**. The Client shall have the right:
- **6.1.4**. To receive regularly, with the Monthly Statement, as well as on an ongoing basis upon request, information about the servicing and operations with a Card issued after his request;
- **6.4.2**. To make a request for re-issuance of the Card by completing a Request in the cases stipulated in Section III, item 3.14 of these GTC;
 - 6.4.3. To ask the Bank to block the Card;
- **6.4.4**. To terminate the Debit Card Agreement, or the Credit Card Agreement respectively, on the grounds and under the terms established therein and in these GTC;
- **6.4.5**. To request additional cards to be issued and to set daily and weekly limits for use of the additional card/s, not exceeding the limit of the Card.
- **6.4.6**. To refuse the reissuing of the Card under the conditions of Section III, item 3.11 of the GTC, by a written notification in free-text form, sent to the Bank at least 2 (two) months prior to the expiry date of the Card.

VII. RIGHTS AND OBLIGATIONS OF THE BANK IN CONNECTION WITH THE ISSUING AND USE OF A CARD

- **7.1**. The Bank shall be obliged:
- **7.1.1.** To book the transactions performed with the Card by following the chronological order of their receipt, excluding the cases of enforcement against the DCCA/DDCA/CA as foreseen in the legislation. Upon performance of a payment operation in Bulgaria, the amount of the operation is booked on the DCCA, respectively against the Credit Limit with a value date of up to 2 (two) business days after the transaction takes place and in case of transactions abroad the value date is after 3 (three) business days;
- **7.1.2.** Not to disclose bank secrecy and to reply in writing within a 7 (seven)-day period to any objections by the Client or the Authorized Holder related to transactions effected with the card after payment by the Client of the due amount, the fees and interests within the agreed time frames.
- **7.1.3**. To provide a possibility for the Authorized Holder and/or the Client to make a notification in the cases of loss, theft, deprivation in any other way, forgery or unauthorized use of the card, under the conditions of Section IV;
- **7.1.4**. To issue and provide to the Client Monthly Statements in the way specified in the request for issuing of the Card, incl. by placing them in the client's file, by which these are considered served;
- **7.1.5**. To inform the Client in due time about changes in the interests, fees, commissions and limits for issuing and servicing of the Card and the operations with it, by publishing the respective updated documents on its website www.unicreditbulbank.bg, where the Client can read them;
- **7.1.6.** To inform the Client in case of blocking of the Card except in the cases when the notification is not allowed for security reasons and/or the provisions of an applicable law.
 - **7.2**. The Bank shall have the right:
- **7.1.2**. To determine the limits for use of the card in terms of number of the daily and weekly payments and their amounts, and shall inform the Client about it.
- **7.2.2.** To collect unilaterally, pursuant to the procedure for automatic collection of receivables, pursuant to Art. 21 of Ordinance No. 3 of BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments and pursuant to the Debit Card Agreement / Credit Card Agreement, from the accounts whose holder is the Client with it, the amounts payable to the Bank for operations with the Card and/or for utilized Credit Limit, as well as the amounts of interests, fees and commissions due and payable to the Bank and determined in terms of grounds and amount in the Debit Card Agreement, or the Credit Card Agreement respectively, or pursuant to a Tariff. In case the Client has an account in a currency that is different from the currency of his liability to the Bank, the latter shall collect its receivable from that account based on the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the date of the transaction.
- **7.2.3**. To block the Card under the conditions of Section V, item 5.1 of these GTC, including in case of violation of any obligation on the part of the Authorized Holder and/or the Client under the Debit Card Agreement / the Credit Card Agreement and/or the GTC;

- **7.2.4.** To refuse to authorize the execution of a payment transaction on websites of online merchants included in the programmes Verified by Visa and MasterCard SecureCode, if the Authorized Holder / the Client has not registered the Card for the additional service "Secure Online Payments";
- **7.2.5.** To provide any kind of information related to using the Card, including such that is considered bank secrecy as per the Credit Institutions Act, as well as personal data as per the Personal Data Protection Act, to the international card organizations Visa and MasterCard, to its system operator and third parties, with which the Bank has relations, as well as persons related with the Bank, and to their consultants in relation to servicing the Card;
- **7.2.6.** To refund on the account of the Client within two business days the amount of a Cash M transfer, if the receiver of the transfer has not withdrawn the amount for 7 (seven) days since the day of its ordering;
 - 7.2.7. To block the amount of the Cash M transfer in one of the following cases:
 - **7.2.7.1**. Three incorrect data entries for withdrawal of the Cash M transfer;
 - 7.2.7.2. The amount of the Cash M transfer has not been withdrawn within seven days since it was ordered;
 - 7.2.7.3. Upon occurrence of any of the circumstances under Section V, item 5.1 of the GTC.

VIII. PROCEDURE FOR SUBMISSION OF CLAIMS AND DISPUTE RESOLUTION. EXTRAJUDICIAL DISPUTE RESOLUTION.

- **8.1.** In case of a suspected unauthorized or inaccurate transaction booked on the Debit Card Current Account, or an account of a Credit Limit respectively, the Authorized Holder and/or the Client is obligated to inform immediately the Bank in writing by completing a standard Claim Form and filing it to a branch of the Bank, without undue delay after becoming aware of the operation but no later than 30 days from receiving the information about their execution through the Monthly Statement. Any transactions that are disputed after the specified period shall be considered disputed with a groundless delay.
- **8.1.1.** The fact that within the term stipulated in item 8.1 the Client, or the Authorized Holder respectively, has not filed a claim against a transaction with a Card as per the procedures of the same item, confirms that he has become aware of it, is informed about it, accepts it and is bound by its results and by the data contained in the Monthly Statement, which shall release the Bank from any obligations and responsibilities related to the delivery of the information and the execution of the operations with a Card, to which it refers.
- **8.1.2**. The Bank is not responsible for any unauthorized or inaccurately performed operation with a Card, when it has not received a notification as per the procedure and within the term stipulated in item 8.1.
- **8.2. 8.2.** The entries of the current operations, performed with the card, received by Borica -, MasterCard or Visa International, are considered true until proven otherwise by and within the guarantee terms, established by the International Card Organizations.
- **8.3.** The Authorized Holder and/or the Client undertake to provide any existing documentation in connection with a disputed transaction, together with the completed Claim Form, as well as additional information, by request of the Bank, as well as to provide full assistance to the Bank in connection with the clarification of the circumstances concerning the disputed transaction.
- **8.4.** The Authorized Holder and/or the Client may submit a claim against a transaction in the way described above, or any other claims against the signed Debit Card Agreement / Credit Card Agreement, to any branch of the Bank.
- **8.5**. If the Client / the Authorized Holder disputes a transaction, he gives his consent that the Bank may conduct a complete investigation on the case and if necessary, inform the competent authorities.
- **8.6**. The Bank shall examine and shall inform the Client, and potentially the Authorized Holder as well, of its opinion on any submitted written claim within 7 days since the date of its submission, and if any additional information needs to be collected from third parties after its receiving.
- **8.7**. In the event of groundless disputing by the Client/Authorized Holder of transactions or the amounts of transactions, the Client shall owe to the Bank a fee for the groundless claim, pursuant to the Tariff.
- **8.8.** In the cases stipulated in item 8.7., the Bank may terminate the Debit Card Agreement / Credit Card Agreement prematurely.
- **8.9.** The Bank shall have the right not to initiate and not to examine claims against transactions with a Card, when the requirements of this Section VII of the GTC have not been met, including when the claim has been submitted with an unreasonable delay to the term envisaged in item 8.1 herein above.
- **8.10.** If the Bank has accepted the claim for an unauthorized operation with a Card as reasonable, the Bank will refund on the account of the Client the amount of the unauthorized payment operation with the Card.
- **8.11.** The Bank shall be entitled to a recourse claim against the Client if after having refunded the amount under item 8.10 of the present GTC, it ascertains fraudulent actions of the Authorized Holder and/or the Client, gross negligence or failure to fulfill the obligations as outlined herein, in the Debit Card Agreement / Credit Card Agreement or under the law.
- **8.12.** The Bank shall not be a party in the resolution of disputes related to circumstances or disregarded conditions upon purchasing and providing of goods/services quantity, quality, supply, deadline and other delivery conditions, etc. agreed between the Authorized Holder of the card, as a buyer, and the merchant providing the goods/services, as a seller, prior to making the payment with the Card. In such cases, the Authorized Holder / the Client shall resolve the dispute directly with the merchant based on the agreement concluded between them for the purchase and the general terms and conditions of the merchant/seller. If the parties cannot resolve the dispute amicably, the BANK may, by request of the Authorized Holder / Client, escalate the dispute to the bank of the merchant provided that explicit and unambiguous evidence is in place regarding the failure of the merchant, as provided by the Authorized Holder and/or the Client.

8.13. In the event of disagreement of the Client, by a decision of the Bank, the dispute may be referred to the competent Bulgarian court of justice for resolution.

IX. SPECIAL RULES FOR DEBIT CARDS

- **9.1.** The Debit Card is a means for access to the Debit Card Current Account by the Authorized Holder. With the Debit Card there may be performed the actions and operations specified under Section III, item 3.16 of these GTC.
- **9.2.** The Bank shall issue the Debit Card provided that the Client has ensured in advance on the Debit Card Current Account minimum the funds necessary for payment of the first annual service fee for the Card.
- **9.3**. The funds on the Debit Card Current Account may be used both for payments made through the debit card connected to it, and for cash and non-cash operations on the account.
- **9.4.** The Client shall maintain at all times on the Debit Card Current Account and/or on all other accounts it holds with the Bank, the necessary funds for covering of all payments with the issued Debit Cards connected with the Debit Card Current Account, the cash and non-cash operations from the Debit Card Current Account as well as of the due fees and commissions in connection with the issuing and servicing of the Debit Card and of the operations performed with it and/or from and to the Debit Card Current Account.
- **9.5.** In case of a performed payment above the amount of the available balance on the Debit Card Current Account, as well as the non-providing of enough funds on the account for covering the fees and commissions due to the Bank pursuant to the Tariff, the excess amount shall be considered Unauthorized Overdraft used by the Client, which is immediately due and payable and shall be collected by the Bank as per the procedure stipulated in Section VII, item 7.2.2 of the GTC.

X. SPECIAL RULES FOR CREDIT CARDS

- **10.1.** The Credit Card can be used for performing the actions and operations specified under Section III, item 3.16 of these GTC, within the agreed Credit Limit and/or the available own funds on the Card Account, under the conditions of the Credit Card Agreement and the GTC.
- **10.2**. The issuing of a Credit Card is done at the discretion of the Bank, subject to fulfillment of the conditions stipulated under Section III, item 3.1-3.3 of the GTC and after assessment of the creditworthiness of the Client, in accordance with the Bank's internal rules and procedures.
- **10.3**. The Credit Limit used through the Credit Card is provided, served and repaid in the currency of the Card Account (USD, EUR, BGN), opened with the issuing of the Card.
- **10.4**. The amount of the Credit Limit of the main Credit Card is set by the Bank and is written in the Agreement for a Credit Card. The amount of the Credit Limit of the additional Credit Card is determined by the Client in the request for its issuing. The amount of the Credit Limit of an additional Credit Card may be equal to or smaller than the Credit Limit specified for the main Credit Card.
- 10.5. The term of the Credit Limit, within which the Loan may be used by the Authorized Holder and be renewed with the repayment by the Client of the Utilized Amounts or at least of the Minimum Repayment Amount, or the Minimum Due Amount, respectively, shall be 24 months from the date of signing the Credit Card Agreement, and the Bank may unilaterally and automatically, at its own discretion, continue the term of the Credit Limit, one-off, for a next period of 24 months, but in any case not after the last day of the respective month in which the validity of the Card expires, preserving the other conditions under the Credit Card Agreement, provided that the Client has not explicitly requested its termination and is a non-defaulting party to the Credit Card Agreement.
- **10.6**. The amounts of a used Exceeded Credit Limit are immediately due and payable, and shall be collected by the Bank as per the procedures stipulated in these GTC and the Credit Card Agreement, and the Client shall ensure funds to cover it, as well as for an exceeded credit limit, on a Card Account and/or DCCA.
- **10.7**. For the Utilized Amount the Client shall pay to the Bank an Interest for the Utilized Amount calculated on a daily basis from the date of each transaction, performed within one Client Payments Period, on a basis of 360/360 days, as follows (unless the Credit Card Agreement stipulates otherwise):
- **10.7.1**. When until and/or on the Date of Repayment the Client fully repays the portion of the Credit Limit used in the preceding Client Payments Periods (including the charged due fees and commissions on them), the Client shall pay to the Bank an Interest for a Utilized Amount only for the performed transactions representing cash withdrawals in the preceding Client Payments Period. The interest shall be charged on a daily basis, from the date of execution of the transaction to the date of repayment of its amount.
- 10.7.2. If until and/or on the Date of Repayment the Client has repaid in full all Utilized Amounts from the Credit Limit in the preceding Client Payments Periods and the fees and commissions payable on them, and there are no amounts utilized through cash withdrawals from an ATM/POS in the preceding Client Payments Period, Interest for the Utilized Amount for the preceding Client Payments Period shall not be payable.
- **10.7.3**. Where until and/or on the Date of Repayment the Authorized Holder has not repaid in full the utilized portion of the credit limit in the preceding (reported) CPP, the Client shall owe to the Bank:
- **10.7.3.1.** Interest for a Utilized Amount on the total debt formed by cash withdrawals from the date of the respective transaction until its full repayment;
- **10.7.3.2.** Interest for Utilized Amount, charged on the total Debt, formed by non-cash payments in the preceding Client Payments Period, until the Date of Repayment and Interest for Utilized Amount on the outstanding portion from the Date of Repayment, when this Debt is partially repaid until the last day of the current Client Payments Period;

- 10.7.4. If there is a Debt from preceding Client Payments Periods, incl. such formed by amounts utilized for the purposes of repayment of receivables of the Bank, according to the provisions of the GTC and/or the Credit Card Agreement, on the so formed Debt from preceding Client Payments Periods an Interest for a Utilized Amount is charged from the date on which it arises until its full repayment, together with a fee for administration of overdue payables, subject to the terms and conditions of the Credit Card Agreement.
- **10.8.** The due and payable interests shall be accrued and capitalized (i.e., the amount of the due interest shall be offset from the available credit limit) on the last day of the month following the Client Payments Period in which the transactions were performed. The accrued interests shall be due on the Date of Repayment which follows their accrual.
- 10.9. The fees for annual servicing of the Card, as well as any other fees, commissions and charges related to the using/blocking of the Card, which are not paid by the Client, shall be accrued, reported and collected as a Utilized Amount and where none is available they shall be collected as an Exceeded Credit Limit. Those shall be due and payable on the date of their accrual and shall be paid within the time frames specified in these GTC and/or the Credit Card Agreement.
- **10.10**. During the Grace Period, the Authorized Holder shall be entitled to use funds from the available credit limit, if any. The amounts used will be included in the amount of the debt formed during the current Client Payments Period.
- **10.11.** The credit limit, which the Authorized Holder may use during the next Client Payments Period shall consist of the amount of the agreed credit limit non-utilized to that time, plus the amount of the repayments, and the additionally paid-in amounts on the Card Account, less the due and payable interests, fees and commissions.
- **10.12.** For the Authorized Holder to be able to use the available (non-utilized) credit limit in the next Client Payments Period, the Client shall provide until or on the Repayment Date funds on his Card Account and/or the Debit Card Current Account equaling at least the MRA, respectively the MDA, or if the MRA/MDA is greater than the amount actually used funds equaling at least this amount.
- **10.13.** If on the Date of Repayment the funds are insufficient to cover the MRA, respectively the Minimum Due Amount, or the amount actually used in the previous CPP, should it be lower than the MRA/MDA, the Bank shall collect the amount available on the Card Account, or Debit Card Current Account respectively, for partial covering of the debt. The remaining portion of the unpaid installment is then posted as default. The Bank shall block the Credit Card on the 31st day of arising of the default, discontinuing in this way the use of the non-used credit limit until the full repayment of the MDA. After payment of at least the amount of the MRA/MDA/amount actually used, should it be lower than MRA/MDA/ (or the aggregate amount of accumulated MDAs for past periods in case of non-payment for several months) or the outstanding portion of it, the using of the Card shall be restored for the available credit limit.
- **10.14.** If the Client has been in default on the debt for 61 days, including in the cases of expired term of the notification to the Client for termination of the Credit Card Agreement, and regardless of the invitations by employees of the Bank the Client has not provided funds for covering the due amounts, on the 62-nd day since the beginning of the default, all obligations of the Client for Utilized Amounts become immediately due and payable prematurely, and the Bank shall have the right to collect them from each and any accounts of the Client with it as per the procedure under Section VII, item 7.2.2, and the Card shall be closed.
- **10.15**. All repayments of liabilities on the card by the Client shall be made by paying in amounts on the Card Account, or the Debit Card Current Account, respectively. The received funds shall repay debts on the Card, arisen until the time of issuing of the latest Monthly Statement, in the following order: Fee for an Exceeded Credit Limit; interests for an Exceeded Credit Limit; Exceeded Credit Limit; overdue interests and fees for administration of overdue payables, the debt from a preceding Client Payments Period, regular fees, commissions; performing interests; performing Debt (out of the utilized amounts the first to be repaid are the amounts for transactions on non-cash payments in merchant outlets).
- **10.16**. All movements on the Card shall be processed on the last business day of the Client Payments Period and shall be presented in the monthly statement, which is sent to the Client.
- **10.17**. The way of receiving the monthly statement, as well as any other kind of written notifications, which must be provided by the Bank pursuant to the Credit Card Agreement, shall be specified in the request for issuing the card.
- **10.18**. The formed debt and all due and payable amounts on the Credit Card Agreement shall be repaid unilaterally by the Bank as per the procedure for automatic collection of receivables, from the proceeds on a Card Account or a Debit Card Current Account. In the case of lack of funds, these shall be repaid against the funds on the other accounts of the Client with the Bank.
- **10.19**. The Card Account shall be closed in the event of terminating the Agreement for the Credit Card connected with the account, if the Client has paid to the Bank all due and payable amounts (for an Exceeded Credit Limit, Utilized Amount, interests, fees, commissions, other charges), arising from the Credit Card Agreement.
- **10.20**. Upon termination of the Credit Card Agreement, the Client shall be responsible for all transactions which have taken place after the date of termination, unless it has submitted an official request for its closing and has returned the Card. The Client shall pay the amounts of these transactions immediately after the Bank has notified it that such have been registered on the Card.

XI. RULES FOR USING THE SMS NOTIFICATION SERVICE

11.1. Pursuant to these GTC, the terms listed below shall have the following meaning:

11.1.1. SMS notification service is a system providing the opportunity to the Client to get from the Operator in a convenient and accessible way information about the card payments made by it as well as to it, the available funds on

the cards and other financial and bank services, the information about which can be distributed through SMS notifications;

- **11.1.2.** A **Mobile operator** is a company providing telecommunication services mainly through a wireless technology on the territory of the Republic of Bulgaria;
 - 11.1.3. Operator is DATAMAX AD;
- **11.1.4. BORICA** is the Banking Organization for Payments Initiated by Cards and System Card Operator for Payments with Bank Cards in the Republic of Bulgaria;
- **11.1.5.** A **Subscription deposit** is an amount specified by the Client and deposited in advance, at the expense of which the SMS notifications received by him are paid for;
- **11.1.6. Annual subscription fee** is a fixed annual fee, which is collected automatically by the Bank at the beginning of each one-year period.
- **11.2**. The SMS notification service shall be provided pursuant to a submitted to the Bank and correctly completed by the Client Request for SMS notification for an existing debit and/ or credit card, or a completed Request for issuance of a debit and/or credit card.
- **11.3**. In the Request for SMS notification for an existing debit and/ or credit card, or a completed Request for issuance of a debit and/ or credit card, the client shall state in writing before the Bank his wish to use the services by indicating:
- **11.3.1**. His mobile phone number on which to receive the SMS notifications. The Client must specify one mobile phone number for receiving SMS notifications for operations performed with all Cards issued on his request;
 - 11.3.2. The numbers of his bank cards, for which he wishes to use these services;
 - 11.3.3. The amount of the Subscription Deposit;
- **11.3.4**. The account of the Client, opened and kept with the Bank, from which the Subscription Deposit and the Annual Subscription fee is collected.
- **11.4**. The Client shall have the right to cancel the services at any time by informing the Bank in writing thereof. In such case, the Operator shall return to him the unspent amount from the subscription deposit within the next business day from the date on which the Client has stated in writing before the Bank that he wishes to cancel the services.
- 11.5. The bank shall provide a 24-hour service for SMS notification to the Clients of the Bank registered for using the system for SMS notification, for authorizations/ transactions, available balance on Cards issued by UNICREDIT BULBANK AD, which are authorized with Borica online and shall support the Clients when they contact the Call Center of the Bank at 0700 1 84 84 in case of technical problems. The SMS notification is usually received by the Client within 10 minutes after performing the respective transaction. Due to reasons that are beyond the control of the Operator, it may take more than 10 minutes to receive the SMS notification.
- **11.6**. The notification contains the date and time of the authorization, information about the terminal (ATM or POS bank servicing the ATM or name and address of the merchant that owns the POS), amount and original currency of the authorization, as well as result from the transaction successful or rejected, whereas giving grounds for the rejection (insufficient funds, exceeded limits, etc.)
- 11.7. For using the services, the Client shall pay to the Bank a fee in the form of an Annual Subscription pursuant to the Bank's Tariff.
- 11.8. For each received SMS notification with information for authorizations/ transactions with a Card, the Client shall pay to the Operator a fee pursuant to the tariff of the Operator, which is provided to him at his servicing bank branch.
- **11.9.** For receiving information for available balance on Cards, the Client shall pay only for the SMS request sent by him at the price of a SMS of the respective mobile operator whereas the received SMS reply shall be free of charge.
- **11.10**. The Operator shall reduce the Subscription Deposit for each sent SMS notification with information for authorizations/ transactions on bank cards, as well as upon generating a new personal code for checking the available balance on cards, with the exception of the SMS reply as per item 11.9.
- **11.11.** The Operator shall undertake to inform the Client for its own account when the subscription deposit drops below 10% of the selected advance amount.
- 11.12. With the signing of the Request for SMS notification for an existing debit and/or credit card, or a completed Request for issuance of a debit and/ or credit card, the Client shall authorize the Bank to collect automatically the amount specified by him from his card account under item 11.3.4, after the Subscription Deposit is exhausted. If the Client has not provided sufficient funds on the account indicated by him, yet the services shall be active for a period of 30 days. In case of insufficient funds on the account after the expiry of this term, the services shall be deactivated. For the performed crediting the Client shall pay a fee as per the Tariff.
 - 11.13. The Client will receive SMS notifications for:
 - 11.13.1. Performed online authorizations / payments with a card, registered for the services; and/or
 - **11.13.2**. Available balance on a registered Card.
- **11.14.** After the registration of the Client in the Bank in a specialized WEB interface, the system shall perform authorization in BORICA with the entered data for the Card and with the amount of the price of the registered service. After a successful registration, the services will be activated. For receiving information for available balance on the subscribed Cards the Client shall sent a text message SMS with the following content -N+the personal code (without an interval in between) to the short number 190091 (for Mtel subscribers) or 1618 (for Telenor and Vivacom subscribers).
- 11.15. The Operator may change its tariff and shall inform the Clients by a text message (SMS) and/or through the mass media.

- **11.16**. The Client may not refuse payment for the services by claiming that he has not been informed about the Tariff of the Bank and/or a change of this Tariff, including with regard to the charging of the services provided by the Operator.
- **11.17**. The fees of the Operator shall include the technical and communication costs for using the services, not including the bank fees for the bank processing of the payments, which the Client shall pay separately to the Bank.
- 11.18. The Operator and the Bank do not guarantee and shall not be liable in case the Mobile Operator fails to deliver on time or fails to deliver at all any SMS notification, as well as in the cases when due to circumstances, which are beyond the control of the Operator (power cuts, earthquakes and other natural disasters or force majeure circumstances) those SMS notifications are not sent and respectively not received by the Client, or if they are not received within the period stated above.
- 11.19. The Client shall be informed by his Mobile Operator whether he will receive SMS notifications when abroad. In case this service is not provided by the Mobile Operator and its roaming partners abroad in the respective country, the Operator and the Bank shall not be liable for any notifications that are not received by the Client and they shall not reimburse the Client for the fees charged for those messages. In case the Client is informed by his Mobile Operator that he cannot receive SMS notifications abroad, the Client shall have the opportunity to state before his servicing branch of the Bank that he wishes to cancel temporarily the SMS notification service without any change to its term, for which the Client has already paid the annual fee.
- **11.20**. The Operator and the Bank shall not be liable for telephone numbers and/or Card numbers incorrectly submitted by the Client, regardless of whether the wrong information has been submitted by the Client or the Bank.
- **11.21**. In case the Client receives more than one SMS notifications for one and the same transaction, the Bank shall not be held responsible.
- **11.22.** In any case, the responsibility of the Operator and the Bank shall be limited to the amount of the fee received by the Operator for the particular service where the service has not been performed or its performing is of poor quality, excluding the cases of a deliberate action or gross negligence. Neither the Customer, nor the Authorized Holder, nor any other party may have claims for any other damages, benefits foregone, etc.
- **11.23**. The Operator shall reserve its right to cancel the SMS services by sending a one-month prior written notice to the Client and the Bank.
- **11.24**. The Bank shall not be liable for the actions of the Operator, the Mobile Operator or Borica, performed in executing the offered services for SMS notification by the specified persons.

XII. RULES FOR USING THE SERVICE "SECURE ONLINE PAYMENTS"

- 12.1. Pursuant to these GTC, the terms listed below shall have the following meaning:
- **12.1.1. Secure Online Payments** is a service that is part of the programmes of the international card organizations Visa International and MasterCard Worldwide, namely Verified by Visa and MasterCard SecureCode accordingly, for identification of an Authorized Holder at the time of performing transactions with online merchants included in these programmes.
- 12.1.2. Verified by Visa (VbV) and MasterCard SecureCode are programmes of the international card organizations Visa International and MasterCard Worldwide (for MasterCard and Maestro cards) for identification of an Authorized Holder of a bank card at the time of performance of transactions with online merchants included in the programmes.
- **12.1.3**. A **Secret Password** is a succession of symbols chosen personally by the Authorized Holder, which serves for identification of the Authorized Holder and confirmation of transactions with online merchants included in the programmes Verified by Visa and MasterCard SecureCode.
- **12.1.4.** A **Security Question** is chosen by the Authorized Holder upon registration for the service and the answer to that question is used for resetting the Secret Password.
- **12.1.5.** A **Personal Message** is chosen by the Authorized Holder upon registration for the service and is displayed every time upon making a payment with online merchants included in the programmes Verified by Visa and MasterCard SecureCode.
- **12.1.6.** An **Authorized Holder's Account** is created by the Authorized Holder upon online registration for the service "Secure Online Payments" on the website of the Bank.
- **12.1.7. Activation During Shopping (ADS)** is a way of registration of a Card for the service "Secure Online Payments" by the Authorized Holder at the time of making an online purchase with online merchants included in the programmes Verified by Visa and MasterCard SecureCode.
- 12.2. The Bank provides to the Authorized Holders the possibility to include the international bank cards issued on their behalf with the logo of Visa, Visa Electron, MasterCard and Maestro in the programmes for Authorized Holder identification "Verified by Visa" and "MasterCard SecureCode" for performing transactions online in a secure way.
 12.3. The terms and conditions for using the service "Secure Online Payments" shall take effect from the time of
- 12.3. The terms and conditions for using the service "Secure Online Payments" shall take effect from the time of submitting a Request for subscription to the service to a branch of the Bank or via Bulbank Online, or from the time of the registration for the service on an ATM or through Activation During Shopping and they shall be valid until the time of cancellation of the Authorized Holder's subscription to the service.
- **12.4**. The Bank shall only accept a Request for subscription to the service "Secure Online Payments", which is completed fully and correctly and is signed personally or via a digital certificate by an Authorized Holder of a Card with the logo of Visa International, Maestro or MasterCard Worldwide, for which card the subscription will be made.
- 12.5. The Bank shall not be liable for the accuracy of the contact information of the Authorized Holder provided in the Request form.

- **12.6**. The Bank shall have the right to refuse to accept Requests for registration for the service "Secure Online Payments" when the Authorized Holder's data provided in the Request form does not match the information available in the Bank's information systems, unless that information is outdated.
- 12.7. After accepting the Request for registration for the service "Secure Online Payments" submitted by an Authorized Holder to a branch of UniCredit Bulbank AD or via UniCredit Bulbank Online, the Bank shall be obliged to provide to the Authorized Holder a one-time login free temporary password. The temporary password is valid for a period of 24 hours from the time of its sending and can be used only by the Authorized Holder for registration of the Card for the service. The Client shall receive the first part of the temporary password on the email address specified in the Request submitted by the Authorized Holder, and the second part –via a text message sent to the mobile phone number specified in the Request.
- **12.8**. Upon registration of the service on an ATM, the Authorized Holder can receive a real password or the temporary password, which will be printed on a receipt and represents a 9-digit code.
- **12.9**. The Card can be registered for the service only on ATMs that offer the service. The Authorized Holder can choose one of the following two options:
- **12.9.1.** Registration and receipt of a password the ATM prints out on a receipt a password a 9-digit code, which serves to register the Card for the service. This password makes it possible to shop online. If there is a problem with the printing of the receipt on a particular ATM, the fact that the function cannot be repeated is compensated by the fact that the Authorized Holder can apply the "Change password" function on another ATM, by which the Authorized Holder will receive his password; or
- **12.9.2.** A temporary password for registration the ATM prints out on a receipt a temporary password (a 9-digit code), which the Authorized Holder can use to subscribe for the service. The function can be repeated.
- **12.10**. The Bank shall undertake to provide on its official website links that enable the Authorized Holder to subscribe online for the service and to create his own client account.
- **12.11.** In case of three successive incorrect entries of the Secret Password and/or a wrong answer to the Security Question, the Bank will block the access of the Authorized Holder to the service.
- **12.12.** In case of a forgotten Secret Password and/or a wrong answer to the Security Question, the Bank shall undertake, after the Authorized Holder has submitted a new Request for registration for the service "Secure Online Payments", to provide a new temporary password for registration after the payment of a fee as per the effective Tariff.
- **12.13**. When using an ATM, from the menu select "Other Services->Online Payment->Verified by VISA/ MasterCard SecureCode" ->Change Password. After applying this function, the Authorized Holder will receive a new password (a 9-digit code), printed on the receipt from the ATM.
- **12.14.** The Bank shall be obliged to accept the registration of the Card for the service, made on an ATM or at the time of making a purchase on websites of online merchants included in the programmes Verified by Visa and MasterCard SecureCode Activation During Shopping.
- **12.15**. The Authorized Holder shall have the possibility to register a Card issued on his behalf for the "Secure Online Payments" service only within the validity term of the temporary password provided to him by the Bank.
- **12.16.** In case the Authorized Holder does not register the Card for the service "Secure Online Payments" within the validity term of the temporary password, he shall have the right to:
- **12.16.1**. Submit a new Request to the Bank and the latter will issue and send to the specified e-mail address and mobile phone number the two parts of a new temporary password for registration; or
 - 12.16.2. To register on an ATM that offers the service.
- **12.17**. The generating and sending of any other temporary password after the original one is subject to a charge as per the effective Tariff.
- **12.18.** The Authorized Holder must set his personal Secret Password, a Security Question and a Personal Message in order to be able to confirm transactions with online merchants included in the programmes Verified by Visa and MasterCard SecureCode.
- **12.19**. From the online account, the Authorized Holder shall have the right to change at any time his Secret Password, Security Question, Personal Message and e-mail address. The change of these parameters from the online account is free of charge for the Authorized Holder.
- **12.20**. In case of three successive incorrect entries of the personal Secret Password, the password will be blocked. The Authorized Holder shall have the right to set a new password only after giving a correct answer to the security question, selected upon the registration for the service "Secure Online Payments". The Bank shall not charge the Authorized Holder when a new password is set under such circumstances.
- 12.21. In case of a forgotten answer to the Security Question, or if a wrong answer is entered, the account of the Authorized Holder for using the service "Secure Online Payments" will be blocked. The Authorized Holder is entitled to register the Card again for the service on an ATM or after submitting a Request for registration for the service "Secure Online Payments" to a branch of UniCredit Bulbank AD. For processing the Request, the Bank charges the due fee as per the effective Tariff.
- **12.22.** Through his online account the Authorized Holder shall have the right to receive information about whether the attempted transactions with online merchants have been executed with a correctly entered secret password.
- **12.23**. At any time the Authorized Holder shall have the right to cancel his subscription for the service "Secure Online Payments" through his online account or by submitting a request in free-text form to a branch.
- **12.24**. When using the Card to make payments for goods and services online, the Authorized Holder shall have the obligation to protect the card information from unauthorized parties, including to register his Visa and/or MasterCard card for the service "Secure Online Payments" through any of the channels provided by the Bank:
 - 12.24.1. Submitting a request to a branch of the Bank or via Bulbank Online;
 - 12.24.2. Registration on an ATM that provides such functionality;

- **12.24.3**. Activation During Shopping on a website of an online merchant, included in the programmes Verified by Visa and MasterCard SecureCode.
 - 12.25. The conditions under item 12.24 are not mandatory for cards of the type Visa Electron and Maestro.
- **12.26**. The Authorized Holder shall undertake to register personally a Card issued on his behalf, specified in the Application for registration for the service "Secure Online Payments", on an ATM or at the time of making a payment on a website of an online merchant Activation During Shopping, and personally to create his own account using the links provided on the official website of UniCredit Bulbank AD.
- 12.27. The Authorized Holder shall be obliged to keep in good faith his Secret Password, the answer to the Security Question and the Personal Message by taking every necessary measure to prevent other people from becoming aware of them and using them.
- 12.28. The Authorized Holder shall be obliged not to disclose information about his personal Secret Password and/or Security Question, regardless of the source, the occasion and the way in which the inquiry is received, excluding the cases of making payments on the websites of merchants included in the programmes Verified by Visa and MasterCard SecureCode where the entering of the secret personal password is done after the personal message is displayed, that message being created by the Authorized Holder at the time of creating his personal account upon the registration of the Card for the service "Secure Online Payments".
- **12.29**. The Authorized Holder shall be obliged not to keep any information about his personal Secret Password and/or Security Question together with the Card or on the Card.
- **12.30**. The Authorized Holder shall be obliged to use his personal Secret Password and/or Security Question only personally.
- **12.31**. The Authorized Holder shall be obliged to inform the Bank immediately in case of compromising or suspected compromising of his Secret Password and/or answer to a Security Question.
- 12.32. The Authorized Holder shall be obliged to inform the Bank immediately in case of inquiries about his personal Secret Password, Security Question and/or Personal Message received from any source, in any way of communication and on any occasion other than payment on the website of an online merchant and after the personal message is displayed.
- **12.33.** In case of dispute about the specific conditions of the purchase of goods and/or services, terms for delivery, prices, warranty terms, insurances, etc., the Authorized Holder is obliged to contact the merchant directly about its resolution.
- 12.34. Where no amicable settlement can be reached under item 12.33 and when a written claim against the payment is submitted to the Bank, the Authorized Holder shall be obliged to provide to it the complete information and documents for the placed order, the general terms and conditions of the merchant effective at the time of making the order, the entire correspondence with the online merchant in relation to the order and the subsequent attempts to resolve the dispute between the Authorized Holder and the merchant. The documents with which the claim is compiled must be submitted by the Authorized Holder together with a translation into Bulgarian and/or English to a branch of the bank.
- 12.35. The correct entering of a Secret Password and/or answer to a Security Question shall have the legal effect and consequences of an entered PIN code. Any transaction with an online merchant, confirmed through a Secret Password is accepted as effected by the Authorized Holder with his knowledge, participation and/or consent or as a consequence from his gross negligence related to the keeping of the secret password and/or answer to a security question.
- **12.36.** The Bank shall not be responsible for any losses of the Client caused by illegal use of a Card for transactions with online merchants as a result from other persons becoming aware of a Secret Password and/or an answer to the Security Question. The Client bears all loss coming from unauthorized payment operations in case he/she caused them by means of deceit or by violation of one or more of his/her responsibilities provisioned in Artivcle 6.1.2, 6.1.3 ir 6.1.4.2 in Section VI of the General terms intentionally or as a result of gross negligence.
- **12.37**. The Bank is not a party to the purchase transactions made by the Authorized Holder and it shall not be liable under any disputes regarding the conditions of the purchase, delivery, quality and quantity, prices, warranty terms and conditions, etc.
- 12.38. The Bank shall not be liable for any direct or indirect losses suffered by the Authorized Holder and/or the Client, non-executed transactions, benefits foregone, loss of data, etc. arising as a result from using the service "Secure Online Payments".
- **12.39**. The e-mail address provided in the Request for registration for the Secure Online Payments service will be used for sending the first part of the temporary password for registration for the service and for other messages by the Bank.

XIII. PROVIDING AND USE OF PAYMENT SERVICES THROUGH USE OF CARDS AS ELECTRONIC PAYMENT INSTRUMENTS

- **13.1.** The Card shall be used to perform the payment operations under Section III, item 3.16, where the consent of the Client-payer for the execution of the payment transaction is given by a telecommunication, digital or information device, prior to the execution of the payment transaction and it cannot be withdrawn. The consent for execution of a payment transaction with the Card shall be given in any of the ways described in Section III, item 3.17 of the GTC, according to the type of the transaction.
- **13.2**. The order for the execution of payment transactions through the Card is received indirectly by the Bank electronically, through telecommunication from the provider of payment services to the provider of goods, services or cash funds. The Bank shall execute the order for a payment transaction with a Card immediately after its receipt, unless the Authorized Holder and/or the Client has failed to perform his obligations under the Agreement for a Debit/Credit Card, under these GTC or the law.

- **13.3**. The payment order can be executed only up to the amount of the available funds on the debit card current account, up to the amount of the agreed Credit Limit or within the limits set by the Bank for execution of payment transactions with a Card. The Bank does not perform any partial transfers under separate payment orders.
 - 13.4. The Bank shall have the right automatically:
- **13.4.1.** To debit the accounts of the Client in case of potential additional expenses of other banks that are its correspondents, in connection with transactions performed by Cards issued after his request.
- **13.4.2.** To debit the unduly received amounts as a result of wrong instructions and/or technical mistakes on accounts of the Client (unauthorized receiver) from the available funds on them or from the funds on any other of his accounts, opened with the Bank.
- **13.5.** The Bank shall have the right automatically to block an account of the Client with it up to the amount and by the term of collection through direct debit of unduly and groundlessly received amounts on it as a result from an executed unauthorized transfer by the ordering party due to a mistake and/or an online computer fraud.
- **13.6.** For the operations performed under item 13.4, the Bank is obliged to inform the Client by providing information for the grounds, the amount and the value date of the automatically collected amount from the payment account.
- 13.7. The procedure, the method and the terms for execution of payment transactions with a Card are established in the present GTC, the agreement for a Debit/ Credit Card respectively and the General Terms and Conditions of UniCredit Bulbank AD for opening, servicing and closing of bank accounts of legal entities and sole traders and for providing payment services, which the Bank duly provides to the Client at accessible places at the cash desks in its branches and on the website of the Bank.

XIV. DEPOSIT GUARANTEE

- **14.1.** The deposits in the Bank including the accrued interests, are guaranteed by the Bank Deposit Insurance Fund in compliance with the applicable regime and to the maximum amount of the total guaranteed amount, as defined in the Law on Bank Deposit Guarantee.
- **14.2.** The provisions set forth in item 14 shall not be applicable and the guaranteed bank account amounts shall not be payable with regard to:
- **14.2.1** Persons who have gained rights over the deposited funds as a result of performed actions of disposal with the account within the term of validity of the measures under Art. 116, par. 2, item 2 and 3 of the Credit Institutions Act and after the date of issuance of an act under Art. 20, par. 1 of the Law on Bank Deposit Guarantee;
- **14.2.2.** The Banks, when they are made on their behalf and at their expense; the financial institutions under Art. 3 of the Credit Institutions Act; the insurance and reinsurance companies; the pension insurance companies and the mandatory and voluntary pension insurance funds; the investment intermediaries; the collective investment schemes, the national investment funds, the alternative investment funds and the special purpose vehicles; budget-sponsored organizations under § 1, item 5 of the Supplementary Provisions of the Public Finance Act; the Bank Deposit Insurance Fund, the Investor Compensation Fund and the Guarantee Fund under Art. 287 of the Insurance Code.
- **14.2.3.** The deposits opened for or related to transactions or actions constituting money laundering within the meaning of Art. 2 of the Measures Against Money Laundering Act or financing of terrorism within the meaning of the Measures Against the Financing of Terrorism Act, established with an enforceable sentence;
- **14.2.4.** Deposits whose holder has not been identified pursuant to Art. 3 of the Measures Against Money Laundering Act as at the date of issuance of an act under Art. 20, par. 1 of the Law on Bank Deposit Guarantee;
- **14.2.5.** Amounts on accounts on which there have been no operations ordered by the depositor during the last 24 months before the date of issuance of an act under Art. 20, par. 1 of the Law on Bank Deposit Guarantee and the balance in each of them is less than BGN 20.
- **14.3.** The Bank Deposit Insurance Fund shall pay the guaranteed amounts of the deposited funds through a commercial bank determined by the management board.
- **14.3.1.** In case of an account in foreign currency, the depositor shall be repaid the equivalent amount in BGN of the guaranteed amount, converted by the exchange rate of the Bulgarian National Bank on the starting date of payment of the deposit guarantee.

XV. SUPPLEMENTARY PROVISIONS

15.1. The Bank shall have the right to amend and supplement the present General Terms and Conditions, informing the Clients thereof. The amendments to these General Terms and Conditions shall take effect immediately from the date of their approval by the Bank, except for the cases when the amendment affects the information under Art. 41 of the Law on Payment Services and Payment Systems and/or the providing and use of payment services through Cards, as in such cases the Bank shall announce the amendments to the GTC within no less than two months before their effective date, by means of notices in the branches of UniCredit Bulbank AD, as well as by publishing them on the

website of the Bank. The Client can obtain information for the envisaged changes on paper upon request at the cash desks of the Bank.

- **15.2.** The amended General Terms and Conditions preserve and continue their effect for the existing legal relations.
- **15.3.** The Client shall be bound by the changes in the present General Terms and Conditions if he fails to inform the Bank that he is not accepting them, prior to their effective date. In case the Client disagrees with the proposed changes, he shall have the right to terminate the card agreements concluded with the Bank and close all main and additional Debit and Credit Cards issued on his request prior to the changes taking effect.
 - 15.3.1. Upon submitting a request for closing a main Card, all additional Cards shall also be closed.
- **15.4.** Upon closing of a Card, the Client owes the fees and commissions for the transactions made with the Card until the date of closing and/or payable for the Card itself, while the paid fees and commissions are not subject to reimbursement.
- **15.5.** On the grounds of Art.48, para.2 under the Law on Payment Services and Payment Systems, the provisions of the following texts of the Law on Payment Services and Payment Systems are not to be applied with regard to the transactions effected by a Card: Art.49, para.1, Art.51, para.1, Art.56, Art.58, Art.59 and Art.70, para.1 under the Law on Payment Services and Payment Systems.
- **15.6.** The Bank is entitled to amend the Tariff unilaterally by a two-month prior notice, about which it shall inform the Client by notifications in the branches of UniCredit Bulbank AD, as well as by publishing information about the changes on the website of the Bank.
- **15.7.** All relations of the Bank with its Clients, which are not settled under the present General Terms and Conditions or the Debit Card Agreement, or the Credit Card Agreement respectively, shall be subject to the relevant regulations under the Bulgarian law.

The present General Terms and Conditions are adopted by the Management Board of the Bank with a decision under Minutes No. 39 of 18.09.2013 and take effect from 25.11.2013, and with regard to the effective agreements for cards as of their effective date they will be applied from 25.11.2013., last updated with decisions of The Management Board under Minutes №42 dated 11.10.2017, and they shall come in force from 29.01.2018. They form an implicitly inherent and integral part of each agreement concluded by the Bank, which refers to the present General Terms and Conditions, and are considered in their entirety as one whole document, and are applied as long as the specific agreement does not provide otherwise. Any reference to a Master Agreement and/or General Terms and Conditions for credit cards of business clients or General Terms and Conditions for credit cards of business clients will be considered a reference to these General Terms and Conditions.

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