

**GENERAL TERMS AND CONDITIONS****FOR PROVIDING THE ELECTRONIC BANKING SERVICES****BULBANK ONLINE AND BULBANK MOBILE**

of UniCredit Bulbank AD, entered in the Commercial Register with the Registry Agency under UIC 831919536, with registered seat and management address: city of Sofia, Vazrazhdane District, 7 Sveta Nedelya Sq., website: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), licensed to carry out banking activity under the supervision of the Bulgarian National Bank based on Order No. ПД 22-2249/16.11.2009 of BNB (the BANK).

**SECTION I. GENERAL PROVISIONS**

1. These General Terms and Conditions for providing the electronic banking services BULBANK ONLINE and BULBANK MOBILE, hereinafter referred to as General Terms and Conditions, govern the relationship between UniCredit Bulbank AD (the BANK) and the customers – individuals and legal entities, in connection with the activation, use and closing of the aforementioned electronic banking services.

2. These General Terms and Conditions are a mandatory and inseparable part of every agreement concluded between the BANK and a CUSTOMER in connection with the activation, use and closing of the aforementioned electronic banking services.

**SECTION .II. SUBJECT**

Through the electronic banking services BULBANK ONLINE and BULBANK MOBILE, UniCredit Bulbank AD provides a technical possibility to the CUSTOMER remotely, via website or mobile application, to receive information about the status and the movements on his/her/its bank accounts, information about the products and services he/she/it uses in the Bank, to order electronically, through an electronic banking payment order, operations in local and foreign currency from these accounts as well as to apply for the use of different bank products and services, access to public information – exchange rates, news, settings, etc.

**SECTION III. DEFINITIONS**

Pursuant to these General Terms and Conditions and for the purpose of using the services BULBANK ONLINE and BULBANK MOBILE, the BANK and the CUSTOMER accept the following definitions of the terms and abbreviations listed below:

**Access channel** – a way of communication between the user of electronic information and payment services and the BANK, which depends on the type of communication device and/or group of devices, the methods of exchange of information between the two parties and the type of used user applications. The access channels for BULBANK ONLINE/BULBANK MOBILE can be: through the website of the service, through the mobile application for the service or through the automatic telephone information service;

**Profile/User profile/Customer profile** – an individual record in the system of BULBANK ONLINE/BULBANK MOBILE, created for each individual who has rights to perform operations on an account/accounts of the CUSTOMER, the purpose of which record is to personalize the respective user. Each customer profile is accessed through a unique combination of username and password for the website of the service or through an individual PIN entered by the CUSTOMER for the mobile application. The customer profile is created by following a procedure established by the BANK, based on an agreement for the service concluded between the CUSTOMER and the BANK;

**Username** – a unique combination of letters, digits and symbols, used for identification and access to the service through the BULBANK ONLINE website;

**Password** – a unique combination of letters, digits and symbols, which is used for identification, and only in combination with a username it provides access to the service via the BULBANK ONLINE website;

**Digital/software certificate** – an application certificate issued by the BANK pursuant to a procedure established by it. The certificate is applied for and used only by a specific customer profile, it serves for electronic signing by the user of transfer orders, documents, for submission of applications for bank products and subscription to bank services in BULBANK ONLINE through the website, unless otherwise agreed in writing between the BANK and the CUSTOMER;

**Qualified electronic signature (QES)** – it is issued by a provider of certification services pursuant to the Electronic Document and Electronic Signature Act (EDESA) and serves for electronic signing by the user of transfer orders, documents, for submission of applications for bank products and subscription to bank services under the service BULBANK ONLINE;

**M-token** – a mobile application, part of the service BULBANK MOBILE, given by the BANK to the CUSTOMER for generation of onetime passwords, as listed:

- **MAC unique code** – generated by a particular algorithm upon initiation by the CUSTOMER through entry of an individual PIN in the section M-token of BULBANK MOBILE and serving for electronic signing of transfer orders and documents by the user, for submission of applications for bank products and subscription to bank services under BULBANK ONLINE;
- **OTP password** – a unique combination of symbols that serves for one-time additional confirmation by the user of transfer orders and documents, submission of applications for bank products, subscription to bank services, identification and access via the website of the service;

**SMS password** – a short message containing a unique combination of symbols. It is sent to the mobile number registered in the customer profile. It serves for one-time additional confirmation by the user of transfer orders and documents, submission of applications for bank products and subscription to bank services via the website of the service, including for mobile token activation;

**SMS-notification upon log-in in the system, upon signing or movement on a bank account** – information messages generated by the system for the users of the website and containing information about the type of operation and the date and time of execution. They are sent to the mobile number registered in the customer profile;

**Authorized user/Proxy/User** – an individual registered in BULBANK ONLINE/BULBANK MOBILE with certain rights of disposal defined by the CUSTOMER and stated in the Application;

**Link for downloading the BULBANK MOBILE application** – it is sent via SMS to a local mobile number indicated by the CUSTOMER. It is a personalized unique link, which is used by the CUSTOMER to download the mobile banking application. It is used only once upon the registration or the re-registration;

**Code for initial activation** – it is a digital code used for registration and activation of the installed application for mobile banking/mobile token. It is received via SMS, after the SMS containing the download link. It is used only once upon the registration or the re-registration;

**PIN code for access** – an individual digital code created by the CUSTOMER upon activation of BULBANK MOBILE and used for login to the service. It is entered every time when the CUSTOMER wants to use the application and/or the section M-token of the service. The PIN codes for login to the mobile banking and the M-token are separate and different;

**User ID** – a unique identifier of a user for the electronic banking services. It serves for personalization / additional identification of the user in the system. It is provided by the BANK to the CUSTOMER at the time of registration;

**Software token** – a unique, personalized algorithm used for encrypting and signing during the use of the mobile version of the service. It serves for signing of orders and documents, for submission of applications for bank products and subscription to bank services and it cannot be transferred from one device to another or used for other purposes. It is activated only with use of a valid PIN for activation of the mobile banking application;

**List of trusted beneficiaries** – a set of counterparties, the payments to whom are executed through identification and authorization only with username and password. The option is available only for users using the M-token function. A trusted beneficiary can be added to the list with the signing through a MAC code. Upon deactivation of the respective M-token or change of the method of signing with another one different from MAC code signing, the list of trusted beneficiaries stops existing and the operations to the trusted beneficiaries that used to be part of it are executed in the standard way for the respective method of signing.

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

The contractual relations between the BANK and the CUSTOMER regarding the use of the services BULBANK ONLINE and BULBANK MOBILE are governed by the Agreement for providing of BULBANK ONLINE/BULBANK MOBILE, by these General Terms and Conditions, by the specific conditions set out by the CUSTOMER in the application for use of the service, by the BANK's effective tariffs for individuals, respectively legal entities and sole traders (hereinafter referred to as Tariffs of the BANK), by the General Terms and Conditions for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments, the General Terms and Conditions for opening, servicing and closing of accounts of legal entities and sole traders and for providing of payment services and their appendices, the conditions and instructions for use of the service posted on the website of the service at <https://online.bulbank.bg> and the electronic instructions in case of use of the mobile application.

The subscription to the services BULBANK ONLINE and BULBANK MOBILE is based on an application submitted by the CUSTOMER according to the procedure described in item 2 and item 3., and in order to use the two services the CUSTOMER must have an account opened with the BANK. In the application the CUSTOMER indicates also the particular accounts to access through BULBANK ONLINE and BULBANK MOBILE.

The CUSTOMER may submit to the BANK an Application for registration of persons authorized by him/her/it to use the services BULBANK ONLINE and BULBANK MOBILE with the respective rights of disposal, also included in the application for subscription.

Any subsequent changes to the registration of the CUSTOMER – user data, authorized persons, rights of access to and disposal with the accounts, limits – can be changed with a request submitted by the CUSTOMER.

1. Based on the submitted request, the BANK provides the CUSTOMER or the authorized thereby users of BULBANK ONLINE and BULBANK MOBILE with:

- 1.1. Passive access – to information for the accounts, bank products and services of the CUSTOMER, including publicly available reference information, without the possibility to carry out active operations.

The BANK provides to the CUSTOMER, electronically in a way allowing playback in unchanged, convenient for backup and storage form, information about balances and operations on bank accounts, payment cards, account-related reports, account statements and/or other accounting information;

- 1.2. Active access – this includes passive access and the possibility for execution of active operations in relation to actions and transactions performed by the CUSTOMER, authorized through the signing methods and the means of electronic identification described in these General Terms and Conditions, as follows:

- Opening and closing of bank accounts in BGN or foreign currency – under the terms and conditions of the chosen account, which have been announced by the BANK and confirmed by the CUSTOMER in advance;
- Submission of applications for various bank services, including opening and changing the parameters of different bank products (bank cards, loans, overdrafts, etc.) and signing the relevant documents related to them electronically;
- Execution of fund transfers (in BGN and foreign currency) from the account of the CUSTOMER within and outside the system of the BANK
- Management of personal information and changes related to the user profile, the respective rights, limits and access channels.

The CUSTOMER is responsible for his/her/its own account and is bound by all actions and their consequences, performed on his/her/its behalf after gaining access to BULBANK ONLINE and BULBANK MOBILE based on positive electronic identification. Their use by the CUSTOMER according to the procedure established with the Agreement for the service and with these General Terms and Conditions certifies the authenticity of the ordered operations and the acceptance of their consequences.

All actions performed on behalf of the CUSTOMER through BULBANK ONLINE and BULBANK MOBILE, after the means of electronic identification have been received, shall be considered valid signed written statements (electronic documents) binding for the CUSTOMER. The electronic use of electronic signature has the effect of a legally valid signature placed by a person with disposal rights over the accounts of the CUSTOMER with the BANK under the effective legislation and certifies the veracity and authenticity of the electronic statement.

The BANK has the right to impose restrictions and additional requirements for identification and operations execution through BULBANK ONLINE and BULBANK MOBILE, considering the requirements of the effective legislation and maintaining the necessary security level of the information system, as well as to set a limit for the payment orders through the access channels.

## 2. Registration and use of the service BULBANK ONLINE:

- 2.1. The service BULBANK ONLINE enables the CUSTOMER, via access to the website <https://online.bulbank.bg>, to use the following products and services of the BANK:

- 2.1.1. Information services:

- Information about balances, movements and turnovers on accounts (current/card/savings, deposit and other accounts);
- Information about the credit products used by the CUSTOMER;
- Information about the portfolio of direct investments in Pioneer funds, etc.;

- 2.1.2. Payment and transaction services:

- One-off or periodic orders in local currency;
- One-off or periodic orders in foreign currency;

- Payments of utilities and other liabilities;
- Setting up periodic payments;
- Direct debiting in the local currency;
- Currency exchange, etc.;

2.1.3. Others

- Application for, opening of or subscription to banking products and services, including change of parameters and assistance regarding the BANK's products used by the CUSTOMER;
- Management of personal information and changes related to the user profile, the respective rights, limits and access channels.

2.2. In order to use the service, the CUSTOMER submits an application and signs an agreement for providing of BULBANK ONLINE (the Agreement), from which moment arises the right of the CUSTOMER to use it.

2.3. For inclusion in and changes to the service the CUSTOMER deposits at a branch of the BANK a standard Application Form, an integral part of the Agreement.

2.4. The BANK sets the following minimum technical requirements for the CUSTOMER to be able to use BULBANK ONLINE:

- Computer configuration allowing installation of an operating system usable for the purpose of the service;
- Internet access;
- Usable web browser. The BANK publishes on the website of the service a list of the browsers and their versions compatible with the service.

2.5. Means of identification and authorization in BULBANK ONLINE:

Active actions (transfer orders, submission of applications and subscription to banking products and services, change of their parameters, access rights, etc.) through BULBANK ONLINE are performed via one or more of the following means of identification and authorization (signing), depending on the type of the operation, as follows:

2.5.1. Username and password in combination with qualified electronic signature / digital certificate / MAC code generated by M-Token for:

- All transfers and payments of the CUSTOMER with the exception of transfers between his/her/its own accounts registered in BULBANK ONLINE, payments of utility bills included in the platform Bulbank Pay, transfers to budget accounts and transfers to accounts included in the list of "trusted beneficiaries" for the respective CUSTOMER when using a MAC code for signing generated by M-token;
- All electronically signed agreements and applications for bank products and services in connection with their remote opening and conclusion of transactions through BULBANK ONLINE, with the exception of activation of the M-Token function in BULBANK MOBILE;

2.5.2. Username and password for execution of active and passive actions in BULBANK ONLINE other than those mentioned in item 2.5.1;

Users using a MAC code as a means of signing have the opportunity to create a list of accounts of counterparties the operations to which are carried out through authorization via username and password – "trusted beneficiaries". A trusted beneficiary can be added to the list through a single confirmation with a MAC code of a payment to the respective trusted beneficiary. The CUSTOMER has the option at any time to edit/delete trusted beneficiaries from the list. Upon change of the signing method, the list of trusted beneficiaries will not be preserved.

The CUSTOMER him/herself can decide and change the methods of authorization (signing), choosing from those offered by the BANK on the website of BULBANK ONLINE.

For the execution of an operation, depending on its specificity, in addition to the above means of identification and authorization the BANK may require additional confirmation via an SMS password / OTP password or in another way approved by the BANK.

The BANK reserves the right to change the means of identification, authorization and the combinations thereof, notifying its customers via the website of the service or in another appropriate way. Also, if necessary, the CUSTOMER shall visit the BANK to get the new means of identification and authorization.

### 3. Registration and use of BULBANK MOBILE

3.1. BULBANK MOBILE enables the CUSTOMER through access to a specialized application for mobile devices:

- To receive information about his/her/its personal banking products and services – accounts, cards, loans, etc.
- To make payments and transfers from his/her/its accounts, according to certain predefined rights, limits and technical capacity of the service, including one-time or periodic orders in local currency, payment of utility bills and liabilities, currency exchange, etc.;
- To apply for, open or subscribe to a set of banking products and services, including change of parameters of products already in use by the CUSTOMER, etc;
- To generate a MAC code and/or an OTP password via the M-token function of the mobile application. Access to the M-token is granted via an individual PIN code of the user.

3.2. The use of BULBANK MOBILE is based on an agreement for the service (the Agreement), concluded in one of the following ways:

3.2.1. At a branch of the BANK upon submission of a standard application form, which is an integral part of the Agreement;

3.2.2. Individuals can activate the service also:

3.2.2.1. Remotely:

- By submitting an electronic application in BULBANK ONLINE;
- For CUSTOMERS with a card account also on the basis of confirmation of the Agreement in a telephone conversation in accordance with the legal requirements;

3.2.2.2. As part of an application submitted by the CUSTOMER to open another bank product or service, according to the specific terms and conditions of the product;

3.2.3. Legal entities can activate the service remotely via BULBANK ONLINE only in the M-token part;

3.3. Activation of M-token has to be stated explicitly in the CUSTOMER's application, as part of the Agreement for inclusion in BULBANK MOBILE, which application is submitted in one of the following ways:

- At a branch of the BANK;
- Remotely by submitting an electronic application for activation of M-token via BULBANK ONLINE, which is authorized through username and password and confirmed through SMS code;

3.4. The M-token is accessed via a separate section in the application BULBANK MOBILE where the user enters an individual PIN code for the M-token function. The CUSTOMER may submit to the BANK an application for registration of persons authorized by him/her/it to use the service BULBANK MOBILE;

3.5. The BANK has the following minimum technical requirements to the CUSTOMER for the use of BULBANK MOBILE:

- Usable for the needs of the service mobile device (mobile phone or smartphone/tablet) with iOS, Android or WP operating system;
- Internet access for the device.

The CUSTOMER may install and use the specialized applications on more than one of his/her/its devices, but use of the applications on the same device by more than one user is not allowed.

The CUSTOMER may at any time uninstall the applications from his/her mobile device as well as remove the registration through BULBANK ONLINE. Subsequently the CUSTOMER can again install, activate and use the application on the same device if desired and if his/her access to the electronic services permits.

### 3.6. Means of identification and authorization in BULBANK MOBILE:

All kinds of operations through the mobile banking application are performed by means of a software token in combination with a valid PIN for access to the service.

For the execution of an operation, depending on its specificity, in addition to the above means of identification and authorization the BANK may require additional confirmation in a way approved by the BANK.

The BANK reserves the right to change the means of identification, authorization and the combinations thereof, notifying its customers via the website of the service or in another appropriate way. Also, if necessary, the CUSTOMER shall visit the BANK to get the new means of identification and authorization.

## **SECTION V. BANK OPERATIONS**

4. All bank operations in BGN and foreign currency ordered via BULBANK ONLINE or BULBANK MOBILE are executed pursuant to the procedure and terms and conditions established in the applicable regulations, these General Terms and Conditions, the General Terms and Conditions for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments, the General Terms and Conditions for opening, servicing and closing of accounts of legal entities and sole traders and for providing of payment services and the appendices thereto and the Tariffs of the BANK, applicable as at the date of execution and defining the type and amount of the fees and commissions collected by the BANK for the services.
5. The BANK executes only orders which are correct in form and content and compliant with the effective legislation.
6. The BANK shall not be held liable for payment orders received via BULBANK ONLINE or BULBANK MOBILE and automatically processed, which are subject to special processing due to incomplete, insufficient or inaccurate data provided by the CUSTOMER.
7. The instructions and the orders which the CUSTOMER gives to the BANK must indicate in a clear, concise and unambiguous manner the type of the requested operation and contain all the information necessary for its execution, with all requisites according to the established standards for execution of the respective type of transaction.
8. The CUSTOMER shall order payments from the registered accounts, in accordance with the limits set in the Application, if any, the limits set by the BANK for a particular access channel and up to the amount of the funds available on the accounts, unless with the approval of the BANK the CUSTOMER is allowed to effect payments under the conditions of an overdraft.
9. The CUSTOMER must have on his/her/its accounts with the BANK sufficient funds to cover all liabilities arising in the course of use of banking services via BULBANK ONLINE or BULBANK MOBILE, incl. for the fees and commissions payable to the BANK.
10. The BANK shall effect payments for abroad, ordered by the CUSTOMER electronically, according to the applicable regulations and the procedures established at the BANK.
11. The working day of BULBANK ONLINE and BULBANK MOBILE is 24 hours. The working date changes at 08:00 o'clock Bulgarian time at the beginning of each working day. The working hours, the debit and credit value dates upon processing are set in the General Terms and Conditions for opening, servicing and closing of accounts of legal entities and sole traders or the General Terms and Conditions for

opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments and the appendices thereto.

12. Payment orders initiated with date of execution that coincides with the current working date are accepted also after the working hours (until the end of the current working day) but are processed with next working date.
13. Payment orders with date of execution that is prior to the current working date are not accepted.
14. When the BANK receives from the CUSTOMER an order for executing a payment, the BANK executes it unless:
  - 14.1. The payment order is not entered in accordance with the standards of the systems for servicing interbank transfers;
  - 14.2. There are not enough funds on the account of the CUSTOMER or the account has a distraint on it, which has been imposed as per the procedure established in a law or an agreement, as well as when the CUSTOMER fails to provide declarations and/or certificates and other documents required under the applicable legislation for execution of the operation.
  - 14.3. The CUSTOMER has not provided the necessary additional confirmation for execution of the respective operation, in case such has been requested by the BANK.
15. By using BULBANK ONLINE and BULBANK MOBIE, the CUSTOMER unconditionally agrees and authorizes the BANK to enter electronic messages for the respective payment orders in the systems for servicing interbank transfers – BISERA and RINGS, on his/her/its behalf and for his/her/its account, in accordance with the data which the BANK receives from the CUSTOMER electronically.
16. The above authorization shall be valid as long as the CUSTOMER uses the electronic service. Upon discontinuation of the use of BULBANK ONLINE and/or BULBANK MOBILE, it shall be considered revoked. This authorization shall be considered revoked also when the access to BULBANK ONLINE and/or BULBANK MOBILE gets blocked in accordance with the requirements set in these General Terms and Conditions until subsequent unblocking of the access.
17. The BANK shall have the right to reject executing an operation requested by the CUSTOMER in case the request is at variance with the applicable legislation, these General Terms and Conditions, the General Terms and Conditions for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments, the General Terms and Conditions for opening, servicing and closing of accounts for legal entities and sole traders and for providing of payment services and the appendices thereto or the internal rules of the BANK, and if it is not duly drawn up with all required requisites, appendices, certificates and declarations.
18. In case of inaccurate execution by fault of the BANK and/or wrongfully accrued fees and commissions, the CUSTOMER can dispute the executed operation by submitting a written objection within a one-month period from the date of execution of the operation pursuant to the General Terms and Conditions for opening, servicing and closing of accounts of legal entities and sole traders and for providing of payment services and the General Terms and Conditions for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments and the appendices thereto.
19. The BANK shall ascertain the authenticity of the operation, its correct registration and booking and shall provide a written reply to the CUSTOMER within a period of 20 days from the date of receipt of his/her/its written objection in the BANK.
20. In case the CUSTOMER disputes payments of liabilities for utilities through the electronic channels, the BANK shall provide to the CUSTOMER the necessary data for the payment, if such has been made, and shall not be liable for a wrong subscribed number when paying such liabilities.

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

21. The CUSTOMER is obliged to use the services BULBANK ONLINE and BULBANK MOBILE only personally or through explicitly indicated individuals, authorized and identified with right of disposal on his/her/its accounts for electronic and mobile banking, in accordance with the terms and conditions of the BANK and the rules for electronic identification through the means of identification and rights to use the services, provided to each of them for personal and exclusive use, and to inform the BANK immediately in case of any doubt of unauthorized access and fraud.
22. Depending on the rights and needs of using BULBANK ONLINE and BULBANK MOBILE, the CUSTOMER is obliged to identify him/her/itself with username and password or with a personal code for access (valid only for CUSTOMERS using BULBANK MOBILE) and when executing active operations



the CUSTOMER is obliged to follow the specific methods of technical identification and authorization defined in these General Terms and Conditions.

23. The CUSTOMER is obliged to keep secret all his/her/its means of electronic identification in BULBANK ONLINE and BULBANK MOBILE, which are used only and exclusively by the persons with rights of disposal on his/her/its accounts and right of access to BULBANK ONLINE, by creating conditions that exclude any possibility for unauthorized access by third parties. The risk and responsibility in case of breach of the secret of the means of electronic identification remains for the CUSTOMER using BULBANK ONLINE or BULBANK MOBILE.
24. Every CUSTOMER, in his/her/its own interest, should strictly follow the security recommendations published on the website of BULBANK ONLINE and to undertake all objectively possible, including technical, security measures in order to protect the identification data and systems used by him/her/it for access on his/her personal computer or another device, on his/her personal mobile device, software used, as well as security measures for the systems, devices used by his/her/its proxies, so that all possible risks in online or mobile banking are avoided and limited to the maximum.
25. The CUSTOMER is obliged to remove the external device his/her QES is stored on from his/her computer right after signing the operation/s in BULBANK ONLINE or after having completed using the QES in other web applications, and not to leave without control the QES attached to computer equipment with Internet connection.

Storing and protecting the instruments for signing (QES, M-token or mobile phone) from unauthorized access is an obligation of the CUSTOMER and the BANK is not liable in case these instruments are used by other third parties as a result of non-fulfillment of this obligation.

26. The CUSTOMER is obliged to inform the BANK immediately of every change in the data of the persons who have rights of access to the electronic channels and to electronic statements with electronic signature as well as of their deletion/removal as users of the services, respectively for inclusion of new authorized persons in BULBANK ONLINE and BULBANK MOBILE.
27. The CUSTOMER is obliged to ensure that the persons authorized by him/her/it and having means of electronic identification for BULBANK ONLINE/BULBANK MOBILE observe these General Terms and Conditions, the regulations for keeping the secrecy of the means of electronic identification, the security recommendations, the obligation not to create any possibilities for third parties to become aware of them and to immediately inform the BANK in case of any risk of unauthorized access to the means of electronic identification.
28. Upon occurrence of any reasonable doubt that the means of electronic identification of the CUSTOMER or of the persons authorized thereby have become known to/have been acquired by other unauthorized persons and/or the respective mobile devices and computers have been lost, stolen and/or there is a doubt for information leak, the CUSTOMER is obliged to ensure their replacement, destruction or blocking by informing the BANK thereof immediately by phone and after that in writing, with the purpose of blocking the access to BULBANK ONLINE and BULBANK MOBILE. The BANK shall not be held responsible for any potential adverse consequences resulting from persons unauthorized by the CUSTOMER becoming aware of and acquiring the means of his/her electronic identification and arising prior to receiving the notification or as a result of blocked accounts.
29. The CUSTOMER is obliged to keep in his/her/its ONLINE BANKING profile a valid mobile phone number connected with the use of BULBANK ONLINE and BULBANK MOBILE or in order for the CUSTOMER to be contacted and to timely inform the BANK of any change in the mobile phone number registered for the service, theft of the respective SIM card, loss, theft or access by third parties to the device with the mobile application installed on it, in accordance with the procedure provided for in these General Terms and Conditions.
30. The CUSTOMER is obliged to pay all the fees, commissions and other expenses occurring in using the services and defined in terms of type and amount in the Tariff of the BANK for individuals and the Tariff of the BANK for legal entities and sole traders, applicable as at the date of execution of the ordered electronic operation under the conditions and methods defined in the agreements for providing the services and in these General Terms and Conditions.

31. The CUSTOMER is obliged to refund to the BANK at his/her/its own expense every amount received without being due and without any legal grounds as well as any amount paid by his/her/its order at the expense of the BANK through a corrective entry on his/her/its account by authorizing the BANK to collect its receivables from the accounts held by the CUSTOMER with the BANK, pursuant to the procedure for automatic collection of receivables.
32. When giving electronic orders for execution of operations personally, respectively through a legal representative (for legal entities) or through each of the CUSTOMER's proxies/authorized users registered in BULBANK ONLINE and BULBANK MOBILE, the CUSTOMER is obliged:
  - 32.1. to fill in the forms for payment orders, declarations, requests and other necessary electronic documents, in accordance with the instructions for use of the services;
  - 32.2. to sign and send for execution the electronic payment order or application for a product/service through the means of identification and authorization specified in the Agreement and these General Terms and Conditions, according to the powers of the persons having right to access the services.
33. The BANK is obliged:
  - 33.1. To ensure electronic identification of the CUSTOMER and proper functioning of BULBANK ONLINE and BULBANK MOBILE in a manner and according to the procedure specified in the Agreement and these General Terms and Conditions by:
    - 33.1.1. providing access to the information section of the services and to work with payment orders and applications for banking products and services after electronic identification through one or more of the means of identification and authorization (signing), as specified in these General Terms and Conditions, for the respective service;
    - 33.1.2. executing operations, after having identified the ordering party and his/her/its rights of disposal with the bank account via BULBANK ONLINE/BULBANK MOBILE, in accordance with the means of identification and authorization and the combinations thereof as a signing method, which are described in these General Terms and Conditions;
  - 33.2. To block in due time the access through the services to the accounts of the CUSTOMER, after having received an order by the latter or any information for a risk of unauthorized access;
  - 33.3. To provide to the CUSTOMER the information, as required under the effective legislation, for the status and movements on his/her/its bank accounts, electronically and/or pursuant to the procedure specified in the Agreement and these General Terms and Conditions;
  - 33.4. To inform the CUSTOMER via the electronic channel in case an ordered operation cannot be executed;
  - 33.5. To execute a correcting payment operation, provided there are legal grounds and objective possibilities for this. In case an account is debited on the grounds of an unauthorized or wrongly executed payment operation, the CUSTOMER may request correction from the BANK only in case he/she/it has informed the BANK thereof immediately after identifying the unauthorized or wrong payment operation, no later than 13 months after the date of debiting.
34. The BANK has the right:
  - 34.1. To modify the terms and conditions of the services, notifying the CUSTOMER of the changes electronically or at its branches (on request);
  - 34.2. To expand the scope of the services, to add temporarily or permanently new services or to block existing ones in BULBANK ONLINE and BULBANK MOBILE, without any prior notice;
  - 34.3. To block the access to BULBANK ONLINE and BULBANK MOBILE of every person whose actions violate the requirements under the effective regulations as well as these General Terms and Conditions;
  - 34.4. To block the execution of an ordered operation and the accounts for mobile banking of the CUSTOMER upon arising of any doubt for online fraud, unauthorized access and/or upon receipt of a message from the CUSTOMER for theft/loss of the personal device used for the service, for the term until elimination of any risk of execution of an unauthorized operation;
  - 34.5. To block the CUSTOMER profile in the services for security reasons in case of suspected unauthorized access and use of the means of identification, notifying the CUSTOMER accordingly. The BANK shall restore the access to the CUSTOMER profile after receiving a request from the CUSTOMER pursuant to a procedure established by the BANK;
  - 34.6. To set a limit for the payment orders via the service access channels;

34.7. To collect unilaterally pursuant to the procedure for automatic collection of receivables, being entitled for this by the CUSTOMER by virtue of the agreement for the service, from his/her/its accounts with the BANK, all of its receivables from the CUSTOMER, together with the accrued amounts for the fees and commissions, pursuant to the procedure and the way stated in the Agreement, these General Terms and Conditions, the General Terms and Conditions for opening, servicing and closing of bank accounts of individuals and for providing of payment services and instruments and the General Terms and Conditions for opening, servicing and closing of accounts of legal entities and sole traders and for the providing of payment services and in accordance with the effective Tariffs of the BANK;

34.8. The BANK is entitled to remuneration and receivables for the necessary charges in the amounts established in its Tariffs as at the date of the respective operations and in accordance with the cost-proving documents. The collection of the receivables of the BANK is a reason for execution of the ordered operation and generates an obligation for execution on the part of the BANK in case of availability of sufficient cash and compliance with the regulatory and internal bank requirements for the purpose, incl. under the Measures Against Money Laundering Act and the Measures Against Financing of Terrorism Act;

34.9. The BANK reserves the right to change the means of identification, authorization and the combinations thereof, notifying its customers via the website of the service or in another appropriate way. Also, if necessary, the CUSTOMER shall visit the BANK to get the new means of identification and authorization;

35. The CUSTOMER has the right:

35.1. To order restriction of the right of access to BULBANK ONLINE and BULBANK MOBILE, as a whole or for every authorized person, by way of a written order at any time, without the obligation to state a reason;

35.2. To make changes to the registration, the rights of access to accounts, the usernames and passwords, the access codes, the means of authorization, signing and confirmation, including blocking the access to the features used by him/her/it, in the manner described in these General Terms and Conditions;

35.3. To cancel orders created via the Internet channel for BULBANK ONLINE by electronic statements only provided that their execution has not been initiated yet;

35.4. To request termination of the use of BULBANK ONLINE and BULBANK MOBILE under the terms and conditions of the Agreement for the service.

## **SECTION VII. RESPONSIBILITIES**

36. The BANK shall be liable for damages caused by fault of the BANK, resulting from unauthorized operations executed by its employees within the services after the CUSTOMER's profile has been blocked upon notification from him/her/it.

37. The BANK shall not be liable in case it fails to fulfill its obligations under the Agreement for the service or the service-related documents due to lack of contractual relations of the CUSTOMER with the mobile operator, technical problems with the mobile operator or with the device of the CUSTOMER (e.g. lack of coverage, roaming coverage, telephone switched off, etc.) and any other reasons due to technical/communication failures and/or other events beyond the will and control of the BANK.

38. THE CUSTOMER accepts the regularity and the consequences of the execution of the payment orders, applications and requests submitted by the CUSTOMER and received by the BANK via the website of the service or the mobile banking application, in accordance with the identification and authorization procedures described in the General Terms and Conditions. The risk and the responsibility for the damages caused by the execution of electronic payment orders, where the entered mandatory information is wrong, inaccurate or unclear, shall be borne by the CUSTOMER.

39. THE CUSTOMER shall bear the consequences and the responsibility for non-execution of payment orders due to insufficient funds on his/her/its account and/or if a distraint is imposed on the account under the established legal procedure.

40. The BANK shall compensate the CUSTOMER for the damages caused to him/her/it as a direct consequence of the guilty acts/omissions of the BANK's employees in the execution/failed execution, delayed or inaccurate execution of an operation ordered by the CUSTOMER through BULBANK ONLINE and BULBANK MOBILE.

41. The CUSTOMER shall bear all the losses relating to any unauthorized payment operations if he/she/it incurred them by acting fraudulently or by failing to fulfill one or more of his/her/its obligations under

these General Terms and Conditions, deliberately or due to gross negligence. In such cases the CUSTOMER shall bear the losses irrespective of their amount.

42. The BANK is not a party to the relations between the CUSTOMER and merchants, including utility providers, in the execution of payment operations via BULBANK ONLINE and BULBANK MOBILE, and is not responsible for the quality of the goods and/or services offered by the merchant and for any disputes between the merchant/provider and the CUSTOMER in this regard.
43. The BANK shall not be liable in case the CUSTOMER does not have the necessary licenses to use the other software products necessary for work with BULBANK ONLINE and BULBANK MOBILE. This includes also the cases where the CUSTOMER uses unlicensed software, as this creates conditions for the computer equipment to be infected with a malicious code.
44. The CUSTOMER and the BANK agree that the use of the username and password for access to the CUSTOMER profile personally by the CUSTOMER or by a proxy thereof for BULBANK ONLINE, in combination with a mobile token, a software certificate issued by the BANK or a qualified electronic signature issued by a licensed certification services provider for the service website as well as the use of a software token and a PIN code for access to the mobile banking application shall have the effect of a valid electronic signature, binding for the CUSTOMER and representing him/her/it, within the meaning of Art. 13 of the Electronic Document and Electronic Signature Act and Art. 8 of the Accountancy Act, which is used for verification of the authenticity, authorization and signing of the ordered payment operations on the CUSTOMER's bank accounts registered for the service and held with the BANK, as well as all the electronic applications made in the two services.
45. The BANK shall be released from responsibility for fulfillment of its obligation to send SMS passwords, SMS notifications or SMS messages related to the functioning of BULBANK MOBILE on the grounds of the data it has at its disposal that it has initiated these SMS messages, without being obliged to prove that these have been received by the CUSTOMER. The BANK does not check whether the provided phone number is the CUSTOMER's own number or respectively the number of a proxy of the CUSTOMER.
46. The CUSTOMER or his/her/its proxy shall be held fully materially liable for unauthorized use of a mobile phone number indicated in the profile for the the service in the following cases: providing a wrong mobile phone number; failure to inform / failure to inform in due time the BANK about change of a mobile phone number or about theft of a SIM card to which the respective phone number specified in the profile is directed, as well as in case the device on which the mobile banking application has been installed is taken away.
47. The BANK is not obliged to inform the CUSTOMER of changes representing extension of the scope of provided services as well as of such reflecting changes in the regulations.

## **SECTION VIII. SUPPLEMENTARY PROVISIONS**

48. The BANK has the right to amend and supplement these General Terms and Conditions, notifying the CUSTOMER of this at least two months prior to the date on which the amendments enter into force by means of communications in the branches of UniCredit Bulbank AD as well as publication of the amendments on the website of the BANK. Information about the planned changes may be obtained by the CUSTOMER on paper upon request at the teller desks of the BANK.
49. The amended General Terms and Conditions preserve and continue their effect for the existing legal relations.
50. The CUSTOMER shall be bound by the amendments to these General Terms and Conditions, unless he/she/it notifies the BANK in writing prior to the date of their entry into force that he/she/it does not accept them. If the CUSTOMER does not agree with the proposed changes, he/she/it has the right to terminate the Agreements with the BANK before the changes take effect.
51. These General Terms and Conditions were adopted with a decision of the Management Board of the BANK, Minutes 29 of 10.10.2007, Minutes 19 of 24.04.2008, Minutes 19 of 28.04.2010, Minutes 26 of 15.06.2011, Minutes 44 of 05.10.2011, Minutes 49 of 19.11.2013, Minutes No 34 dated 15.07.2014 as amended and supplemented with a decision of the Management Board of the BANK pursuant to Minutes No.18 dated 04.05.2017, effective as from 10.07.2017. They form an implicitly inherent and integral part of each agreement concluded by the BANK and referring to these General Terms and Conditions and are considered in their entirety as one whole document and shall be applied as long as the specific agreement does not provide otherwise.