

GENERAL TERMS AND CONDITIONS ON THE USE OF PACKAGE PROGRAMMES FOR PAYMENT SERVICES BY BUSINESS CLIENTS OF UNITED BULGARIAN BANK AD

1. These General Terms shall regulate the terms and procedure for the use of package programmes for payment services by business clients of United Bulgarian Bank AD, Company ID 000694959, having its seat and registered office at the following address: Sofia city, postal code 1463, Triaditsa Administrative Region, 89B, Vitosha Blvd. (referred to hereinafter as „The Bank“).
2. A Package Programme represents a combination, defined by the Bank of payment accounts and/or payment instruments and/or payment services offered by the Bank, which combination may be used by a business client of the Bank, (hereinafter „Client“), after submission of a request for use of a package programme and its approval by the Bank and against payment of a common fee for the payment services, included in the package programme. The monthly fee for the current month is being collected automatically by the Bank on the last business day of the calendar month from the main account of the Client, defined as per the stated in Item 4 hereof, to which the Client shall grant his/her consent by signing the Request for the use of the package programme. Change of the Main account shall be made through submission by the Client of a Change Request as per a sample form of the Bank.
3. The Package Programme types, offered by the Bank, the payment instruments and services, included in those, as well as the amount and collection periodicity of the fee for using the respective package programme are stated in the Bank's Fees and Commissions' Tariff for Business Clients (hereinafter „The Tariff“). The Bank shall be entitled to unilaterally change the payment services, included in the package programmes, the terms and conditions for their use, as well as the amount and periodicity of the due fee through publishing a notification of the amendment on the Bank's webpage <https://www.ubb.bg>, and such notification shall enter into force as of the date, stated therein and as of such date those amendments shall be enforceable with regard to all users of the respective package programme/programmes. Information on the amendments can be obtained upon request and in the Bank's offices.
4. For the purpose of using a Package Programme the Client's legal representative or a person, authorized by the latter should submit a Request as per a sample form of the Bank. In the request the Client should state a payment account, maintained with the Bank, which shall also be treated as main account for the package and from which the fee for using the package programme shall be collected („Main Account“). Upon approval of the request on the part of the Bank, the package programme terms and conditions shall be applied as from the approval date. By signing the Request the Client consent to the Bank's cancellation of all preferential terms and conditions, previously provided to him/her by the Bank, and related to the use of the Bank's payment products and services, and the approval of the Request by the Bank shall automatically terminate any and all previous agreements for package programmes, concluded between the Client and the Bank, any unilaterally provided offers and other forms of provision of preferential terms and conditions under the payment products and services, used by the Client with the Bank.
5. For the payment accounts and payment instruments that are part of the package programme the Client shall sign a separate agreement/agreements, while applicable to their use shall be the terms and conditions in those Agreements and in the General Terms, to which they refer.
6. The payment services and payment instruments, included in the requested package programme, shall be used by the Client every calendar month. On the first day of the calendar month the package programme shall be automatically resumed in accordance with the parameters, envisaged for the respective package programme in the Tariff, in effect as of the said date. The payment services, non-utilized during the calendar month, but being part of the respective package programme, shall not be transferred for use over the next month. For all payment instruments and payment services, not included in the package programme, however used by the Client, the latter shall owe fees and commissions to the Bank in amounts as per the Tariff, effective as of the moment of their use.
7. Unless the Request for a package programme envisages otherwise, the payment services and payment instruments, being part of the respective package programme, may be used in all current accounts of the Client, opened with the Bank, until depletion of the funds in those.

8. Upon insufficient balance of the Main Account over two consecutive months and failure to pay the fee, due by the Client for use of the package programme, the use by the Client of the said package programme shall be automatically terminated.

9. Apart from the other cases, envisaged in these General Terms, the use of the package programme may also be terminated, as follows:

9.1. By the Client with a request according to a sample form, submitted at an office of the Bank. In such a case the use of the package programme by the Client shall be terminated with effect from the day, following the day of submitting the termination request.

9.2. By the Bank with a one-month written notice to the Client, sent to the most recently stated address for correspondence with the Client, including also an email address for receipt of electronic statements, indicated in the Request for use of the package programme or to another email address, as provided by the Client to the Bank. In such a case the use of the package programme by the Client shall be terminated on the notice expiry date.

9.3. Upon a notice for discontinuation of the package programme offering to all its users, published on the Bank's webpage. In such a case the use of the package programme by the Client shall be terminated upon expiry of the period, stated in the said notice.

9.4. Automatically - by terminating the Main Account Agreement;

10. Upon terminating the use of the package programme, for the purpose of using the payment instruments and services, part thereof, the standard terms, fees and commissions according to the Tariff as of the termination date shall apply.

11. These General Terms can be amended unilaterally by the Bank through publishing the amendments and the date of their entry into force on the Bank's webpage www.ubb.bg, and as of the said date of entry into force such amendments shall be applicable to all Clients - users of package programmes, to whom these General Terms and Conditions apply.

12. The applicable law to the use of the package programmes for payment services by business clients shall be the Bulgarian law. Any disputes between the Client and the Bank, having originated in line with the use of the package programmes, shall be resolved through mutual consent, and in case of failure to reach consensus - by a Bulgarian court of respective authority in the city of Sofia.

These General Terms and Conditions have been approved by the SME Executive Director and shall enter into force on 09.04.2024.