

**GENERAL TERMS OF UNITED BULGARIAN BANK AD ON  
ISSUANCE AND USE OF PAYMENT DEBIT AND CREDIT  
CARDS**

**I. Subject.**

I.1. These General Terms of United Bulgarian Bank AD on issuance and use of payment debit and credit cards (referred to hereinafter as "The General Terms") shall regulate the relations between United Bulgarian Bank AD, entered in the Commercial Register and with the Register of Non-profit Legal Entities under Company ID 000694959, having its seat in the city of Sofia and registered office at 89B Vitosha Blvd., website <https://www.ubb.bg>, e-mail address [info@ubb.bg](mailto:info@ubb.bg), with its supervisory body being the Bulgarian National Bank, and holder of B-02 banking license, last updated by Order No PД22-2250/16.11.2009 of the BNB's Governor, (referred to hereinafter as „The Bank“), on one hand and the Bank's clients, referred to hereinafter as „Cardholder“ or respectively „Additional Cardholder“, related to issuance, use and closing of payment debit and credit cards, as well as the payment and non-payment services and operations provided by the Bank through the cards, as follows:

I.1.1. Individuals, having the capacity as users within the meaning of the Payment Services and Payment Systems Act (promulgated in State Gazette No 20 of 06.03.2018) - PSPSA;

I.1.2. Persons, who are not in the capacity as users within the meaning of the PSPSA. In cases where the person as per the preceding sentence is a legal entity, the rights and obligations under the agreement for the respective payment card shall originate for the legal entity, as well as for the individual(s) having the capacity as a Cardholder or Additional Cardholder according to the agreement, respectively the rights and obligations of a Cardholder (for the lawful representative of the legal entity) or an Additional Cardholder for individuals, shall respectively apply in accordance with these General Terms.

I.2. For the issuance of a payment debit or credit card, the Bank and the Cardholder shall conclude a separate agreement, which jointly with these General Terms and the Fees and Commissions' Tariff for Individuals, respectively the Fees and Commissions' Tariff for Business Clients (referred to hereinafter as "The Tariff"), shall represent a framework agreement for payment services regulating the relations between the Bank and the Client, as indicated in Art. I.1.

I.3. These General Terms are available on a long-lasting data storage medium - on the Bank's Internet page <https://www.ubb.bg>, as well as on a hard copy in the branches of the Bank. Upon request, the Cardholder shall be entitled to receive a hard copy of the General Terms.

I.4. The Bank shall be entitled to amend unilaterally these General Terms, and/or the Tariff, as not later than 2 months prior to entry into force of those amendments, it shall

provide information pertaining to them on the Internet page of the Bank <https://www.ubb.bg>, on a hard copy in the Bank's branches or in the online and mobile banking of the Bank. Upon disagreement with the amendments, until expiry of the period specified in the preceding sentence, the Cardholder shall be entitled to terminate the framework agreement for payment services, concluded with the Bank under Art. I.2., by submitting an explicit written notification to the Bank.

I.5. The period as per the preceding article shall not apply upon amendments of the interest rates, and/or exchange rates, and/or due fees and commissions, which are more favorable to the Cardholder, upon amendments based on a reference interest rate or a reference exchange rate, or upon amendments, which do not affect the relations between the Bank and its clients, having the capacity as users as indicated in Art. I.1.1 hereof.

I.6. The period as per the preceding article shall not apply in case of mutual consent between the Bank and the Cardholder on expansion of the range of the provided payment services and operations, pursuant to the framework agreement under Art. I.2 hereof.

**II. Types of payment cards, issued by the Bank.**

II.1. The payment cards issued by the Bank are personalized payment instruments, used recurrently to authenticate the Cardholder, respectively the Additional Cardholder, as well for remote access to funds in a payment account and/or to a preliminary agreed credit limit, and which instruments can be used to effect the payment and non-payment services, specified herein at the expense of disposable funds in the respective payment account, respectively at the expense of the agreed credit limit. The payment cards, issued by the Bank, shall be deemed property of the Bank and they have an integrated circuit (chip), used to establish the card's authenticity when performing payment operations on ATM and POS terminal devices.

II.2. In order to conclude an agreement for issuance of a payment debit card, the Cardholder shall have to be a holder of a payment account, by virtue of a separate bank account agreement, concluded between the Cardholder and the Bank.

II.3. In order to conclude an agreement for issuance of a payment credit card, the Cardholder must have entered into an agreement with the Bank for provision of a credit limit, utilized through a payment credit card, and shall have to be a holder of a payment account.

II.4. To the accounts as indicated in Art. I.2, the Bank shall issue a payment debit card of the account holder, respectively the lawful representative of the account holder in case the latter is a legal entity. The Bank may, at its discretion, issue more than one payment debit or credit cards to the respective Cardholder, or additional payment debit or credit cards to individuals ("Additional Cardholders") nominated by the Cardholder, as the

Cardholder shall be entitled to determine (and subsequently amend by submitting an application form in a sample format of the Bank), the limits for execution of payment operations by the Additional Cardholders. The Additional Cardholders may execute all types of payment and non-payment services, as specified herein, at the expense of the Cardholder - holder of the account and the funds in the respective account, or respectively the credit limit, as per the agreements under Art. II.2. and Art. II.3, as all fees and commissions due to the Bank for the operations performed with the additional payment cards shall be borne by the Cardholder - holder of the account.

II.5. The Bank shall issue payment debit and credit cards, bearing the logo of the International Card Organizations (ICO) Visa and Mastercard after signing an agreement under Art. II.2 or Art. II.3 with the Cardholder.

### **III. Payment, non-payment and inquiry operations, executed with payment cards, issued by the Bank. Authorization of payment operations.**

III.1. The following operations can be effected with the payment, cards issued by the Bank:

III.1.1. Withdrawal of cash at ATM terminal devices, designated with the trademarks of Visa or Mastercard and bearing specific designations of the type (brand) of the payment card, issued to the Cardholder or to the Additional Cardholder.

III.1.2. Withdrawal of cash at POS terminal devices, serviced by a bank or a financial institution, designated with the trademarks of Visa or Mastercard and specifically designating the type (brand) of the payment card, issued to the Cardholder or to the Additional Cardholder;

III.1.3. Non-cash payment for goods and services at merchants, through POS terminal devices, designated with the trademarks of Visa or Mastercard and specifically designated with the type (brand) of the payment card, issued to the Cardholder or to the Additional Cardholder;

III.1.4. Non-cash payment for goods and services at merchants on the Internet, accepting payments with Visa or Mastercard-branded cards and respectively the type (brand) of the payment card, issued to the Cardholder or to the Additional Cardholder;

III.1.5. Transfer of funds at an ATM terminal device, serviced by the Bank, between payment accounts of the Cardholder, specified in advance and linked to a payment debit card;

III.1.6. Depositing of cash funds at ATM terminal devices, serviced by the Bank, for replenishment of a payment account, to which account a payment debit card has been issued/ for repayment of liabilities arising from effected payment operations with a payment credit card (for ATM terminal devices having the respective functionality);

III.1.7. Payment of utility bills and other bills to the designated by the Bank providers of the respective services

III.2. All payment cards, issued by the Bank, can be used to perform online transactions, where each operation with the payment card is to be approved by the Bank's authorization system, to which the terminal device, at which the transaction is being performed, is connected via telecommunication environment.

III.3. Payment cards, bearing the Mastercard and Visa logos, may be used to perform offline transactions, for which no approval from the Issuer's authorization system is required, up to a certain limit, as defined by the respective International Card Organization (ICO). Upon transactions in offline mode, the available balance in the payment account (unauthorized overdraft) or respectively credit limit may be exceeded.

III.4. Visa and Mastercard payment cards, having contactless functionality, at POS and ATM terminal devices, designated with the respective contactless functionality insignia , also enable contactless payment operations, by approaching the card to the respective device. The contactless functionality shall be enabled after effecting the first contact transaction with the card and entering a PIN code.

III.5. Contactless payments on the Republic of Bulgaria's territory are being effected up to the limit, determined by the International Card Organizations (ICO) and the Bank, while abroad - up to the limit for the respective country, approved by the International Card Organizations (ICO) and the provider of payment services, servicing the terminal device, without entering a PIN code.

III.6. Payments in excess of the limits as per the preceding article, shall be effected either in a contactless manner or in contact mode (through inserting/ driving the card through the POS terminal device), in accordance with the requirements, valid for the respective country, as upon both alternatives the payment shall be effected after entering a correct PIN code by the Cardholder or the Additional Cardholder.

III.7. The payment cards, issued by the Bank, can be used for the following inquiry and non-payment operations:

III.7.1. Payment account balance / available credit limit inquiry;

III.7.2. Change of a PIN code;

III.7.3. Last five operations effected with the payment card;

III.7.4. Other inquiry operations.

III.8. The Cardholder, respectively the Additional Cardholder, shall authorize execution of payment transactions with the payment card, as follows:

III.8.1. Withdrawal of cash at ATM and POS terminal devices - through entering a PIN code;

III.8.2. upon non-cash payment for goods and services at POS terminal devices - through signing the POS receipt and/or entering a PIN code;

III.8.3. Upon payments without the payment card's physical presence – for orders by mail/telephone – through entering a CVC2/CVV code;

III.8.4. Upon payments without the payment card's physical presence upon payment for goods and services at internet merchants, non-maintaining 3D Secure Protocol, known under the *Visa Secure* or *Mastercard Identity Check* trademarks - through entering the card number, validity date, a 3-digit code, printed on the reverse side of the card (Card Verification Value (CVV) or Card Verification Code (CVC));

III.8.5. (amended on 31.08.2020, in effect as of 03.09.2020) Upon payments, without the payment card's physical presence, for goods and services at internet merchants, maintaining 3D Secure Protocol, known under the *Visa Secure* or *Mastercard Identity Check* trademarks - through the manner, specified in Section VII hereof.

III.8.6. By approaching the payment card and obtaining a sound and/or light confirmation for the payment order's acceptance (upon contactless operations at POS or ATM terminal devices, designated with the contactless operations logo, up to a maximum amount, determined as per Art. III.5).

III.8.7. Inquiry and non-payment operations under Art. III.7 shall be performed after entering a PIN code.

III.9. Payment orders, submitted through the use of the payment card, shall be performed in the chronological sequence of their receipt for processing in the Bank's system. A submitted payment order shall be subject of execution by the Bank only if its amount is within the disposable balance in the payment account, respectively up to the amount of the disposable credit limit and up to the transaction limits, determined by the Bank for execution of payment operations with bank payment cards, as indicated in the Tariff.

#### **IV. Issuance and re-issuance of payment debit and credit cards. Personal Identification Number /PIN/.**

IV.1. The Bank shall issue the respective payment card(s), based on the agreement, signed with the Cardholder as per Art. II.2. and Art. II.3 within three business days from the date of signing the agreement.

IV.2. The card shall be issued for a fixed period of time, specified in a MM/YY (month/year) format on the front side of the card, which shall expire on the last calendar day of the indicated month.

IV.3. Every payment debit and credit card, issued by the Bank, shall be personalized with the name of the respective Cardholder, placed on the front side of the card, respectively

with the name of the legal entity, party under the agreement for issuance of the respective card.

IV.4. (amended on 08.02.2021, in effect as of 15.02.2021) The Bank shall issue the respective payment card together with a personalized security code - a 4-digit Personal Identification Number /PIN/ - while ensuring its keeping secret from all persons, other than the Cardholder, or the Additional Cardholder of the respective payment card. Upon three consecutive wrong PIN attempts, the payment card shall be blocked, as for the de-blocking and issuance of a new PIN code, the Cardholder shall have to submit a written request to the Bank - at a Bank's branch or a request through the Client Contact Centre (for Cardholders as per Art. I.1.1) or through Digital Portal for Business clients, available in the Online banking of business clients (for Cardholders as per Art. I.1.2).

IV.5. PIN code shall be provided, as follows:

IV.5.1. on a hard copy if explicitly stated as a manner of receipt. Upon receipt of a PIN code on a hard copy, the Cardholder, or the Additional Cardholder, should check whether the number, embossed on the front side of the payment card, corresponds to that, indicated in the PIN - containing envelope. In case of discrepancy, the Bank shall issue a new PIN code at its expense, and upon its receipt the provisions, agreed in this article, shall be applied. Upon full match, the Cardholder or respectively the Additional Cardholder, shall lay his/her signature in the respective fields in the agreement for issuance of the respective payment card in the presence of an employee of the Bank, thus acknowledging the card and the corresponding PIN code's receipt through his/her signature and shall bear full responsibility for safekeeping the received card and the secrecy of the information, pertaining to its use.

IV.5.2. via a text message (SMS) sent to a mobile phone number, stated personally by the Cardholder before the Bank. In this case the Cardholder, respectively the Additional Cardholder, shall send a text message (SMS) to a number, specified by the Bank and containing the authentication and identification code with a 90-day validity period, provided by the Bank upon the card's receipt. In response to the text message (SMS) sent by the Cardholder, or by the Additional Cardholder, the Bank shall send a text message (SMS) containing a PIN code. Upon entered three consecutive wrong PIN codes, the PIN code sending shall be blocked. Sending a PIN code via a text message (SMS) shall only be possible to telephone numbers, serviced by Bulgarian mobile operators.

IV.6. (amended on 08.02.2021, in effect as of 15.02.2021) The Cardholder, respectively the Additional Cardholder, shall be entitled to request in writing issuance of a new PIN code on a hard copy or re-issuance of the card together with a PIN code on a hard copy at a branch of the Bank or through the Client Contact Centre, or through Digital Portal for Business clients. The Bank shall issue a new PIN code on a hard copy, or re-issue the card together with a PIN code on a hard copy

within three business days from the date of submitting the request, for which the Cardholder shall owe a fee as per the Bank's Tariff.

IV.7. The Bank shall re-issue the payment card and the PIN code upon expiry of its validity period, as the card may be received by the Cardholder, respectively by the Additional Cardholder, in the month of the old card's validity period expiry. The Bank shall reserve its right not to re-issue the card either at its discretion, or on grounds, provided for in the respective agreement for payment card issuance, or in other agreements, concluded with the Cardholder, in which case the agreement for the respective payment card shall be terminated, with effect from the date of its validity period's expiry.

IV.8. Should the Cardholder, respectively the Additional Cardholder, fail to appear in order to receive the payment card and the PIN code (on a hard copy) within a 3-month period from their issuance, or re-issuance, the Bank shall destroy the respective card and PIN code.

IV.9. The Cardholder, respectively the Additional Cardholder, shall undertake to notify the Bank in writing or through the Client Contact Centre and request re-issuance of the payment card and the PIN code prior to expiry of its validity period, in case of having the card retained in an ATM terminal device, having it lost, destroyed or if he/she has been unlawfully deprived of the card and respectively to receive the new payment card.

IV.10. (amended on 31.08.2020, in effect as of 03.09.2020) The conclusion of an agreement for issuance of a payment card and the receipt of the issued payment cards and PIN codes shall be made only in person by the Cardholder, respectively by the Additional Cardholder. The Bank may, at its discretion, accept the conclusion of an agreement, respectively deliver the issued payment cards and PIN codes to a proxy, who shall have to be authorized with an explicit power of attorney, certified by a Bulgarian notary public or in a Bulgarian diplomatic mission or consular office abroad, and presented to the Bank for the first time within a period not longer than 5 (five) years from the date of its attestation. The power of attorney shall be presented by the proxy in original, together with a valid identity document, as indicated in the power of attorney. The Bank shall be entitled to refuse acceptance of a power of attorney if, at its discretion, the scope of the representative power of the authorized person has not been clearly and unambiguously defined, and/or in case of doubts as to the power of attorney's regularity, and/or presence of other circumstances at the Bank's discretion. By signing the agreement for issuance of the respective payment card, the Cardholder states his/her awareness of and consent that in case of having the payment card and/or the PIN code delivered by the Bank to a proxy, the Cardholder shall bear all risks, related to their non-receipt through the proxy's fault, as well as the possible execution of operations with the payment card by either the Proxy or by a third person.

IV.11. The Bank shall not provide a PIN code via an SMS to a mobile phone number, submitted by a proxy. The Cardholder's mobile phone number shall have to be

submitted personally by the latter at the Bank, otherwise a PIN code shall be submitted to a person, duly authorized as per the preceding article, only on a hard copy

IV.12. With respect to a payment card of an Additional Cardholder upon a request for a PIN code via an SMS, the PIN code shall be sent to the mobile phone number of the Additional Cardholder, stated upon his/her registration at the Bank jointly with the Cardholder.

IV.13. At the explicit request of the Cardholder and at his/her own expense and upon the Bank's discretion, the payment card and PIN code may be sent via courier abroad in two separate shipments, as the card shall be activated after receipt at the Bank of a filled out and signed statement by the Cardholder, acknowledging receipt of the payment card and PIN code.

IV.14 (new, adopted on 07.12.2020, in effect as from 15.12.2020).

In the cases under Art. IV.1 and Art. IV.9., upon the explicit request of the Cardholder and against payment of a fee, as indicated in the Tariff, the Bank shall provide the issued payment debit card, for which a PIN code shall be provided pursuant to Art.IV.5.2., to the Cardholder, respectively to the Additional cardholder as per Art.I.1.1. aged over 18, via courier to an address in the Republic of Bulgaria, stated by the Cardholder. For the purposes of delivery as per the preceding sentence, the Cardholder should provide correct address (postal code, location (town/village), residential district, street name and number, block of flats, entrance, floor, apartment).

IV.15. (new, adopted on 07.12.2020, in effect as from 15.12.2020) Upon delivery pursuant to Art.IV.14, the payment card may be received only and solely by the Cardholder, or the Additional Cardholder, in person, and can be activated by calling the Client Contact Centre. The receipt of the card shall be acknowledged by signing a return receipt by the Cardholder, respectively by the Additional Cardholder.

IV.16. (new, adopted on 07.12.2020, in effect as from 15.12.2020) For the purposes of ascertainment of the Cardholder's identity, respectively the Additional Cardholder's identity, and the delivery of the card, the courier shall be authorized to request presentation of a valid identity document, and the Cardholder, respectively the Additional Cardholder, shall have to fill in his/her full name in the return receipt and lay autographically his/her signature.

IV.17. (new, adopted on 07.12.2020, in effect as from 15.12.2020) The Bank shall not be held liable for the card's delivery in case an incomplete or incorrect address for delivery is stated by the Cardholder, as well as if the Cardholder, respectively the Additional Cardholder, are not present at the specified address. In these cases, the Cardholder, respectively the Additional Cardholder, may receive the card at a branch of the Bank, as Art.IV.8 shall be respectively applicable.

## **V. Rights and obligations of the Cardholder/Additional Cardholder.**

V.1. The Cardholder, or the Additional Cardholder, (if applicable), shall be entitled to:

V.1.1. Effect the payment, non-payment and inquiry services and operations with the payment card in

accordance with the specified herein and in the agreement for issuance of the respective payment card, and up to the amount of the disposable balance in the payment account, respectively the amount of the disposable credit limit, and up to the transaction limits, defined by the Bank for execution of payment operations with bank payment cards, as indicated in the Tariff or determined by the Cardholder in the agreement for issuance of the respective payment card;

V.1.2. Determine limits for effecting payments with payment cards;

V.1.3. Request blocking or de-blocking of the payment card, including in the cases as per Art. VII.8 hereof;

V.1.4. (amended on 31.08.2020, in effect as of 03.09.2020, amended on 29.03.2021, in effect as of 30.03.2021) Request issuance of a new PIN code on a hard copy or re-issuance of a payment card with an electronic PIN code delivery via SMS, upon having forgotten the current one or change the PIN code at an ATM terminal device of the Bank or at ATM terminals of other Bulgarian banks regarding cards, which system operator is BORICA; request or change a static 3D Secure Code for the purposes of effecting payment operations as per Art. III.8.5 and Art. VII.2 hereof.

V.1.5. (amended on 08.02.2021, in effect as of 15.02.2021) Request through the Client Contact Centre or at a branch of the Bank or through Digital Portal for Business clients a one-off unblocking of the *PIN code via SMS* service upon an entered wrong authentication and/or identification code;

V.1.6. (amended on 08.02.2021, in effect as of 15.02.2021) Request in writing or through the Client Contact Centre or through Digital Portal for Business clients the issuance of a new plastic of the payment card upon having it lost, destroyed or if he/she has been unlawfully deprived of the card and receive the new plastic and PIN code from the Bank.

V.1.7. File complaints to the Bank regarding the relations between the Bank and the Cardholder on issuance and use of the payment card.

V.2. The Cardholder, respectively the Additional Cardholder, (if applicable), shall be obliged:

V.2.1. To use the payment card only personally and in accordance with the terms and conditions, agreed with the Bank on its issuance and disposal;

V.2.2. (amended on 31.08.2020, in effect as of 03.09.2020, amended on 29.03.2021, in effect as of 30.03.2021) To provide at the Bank a mobile phone number in person or through a proxy with an explicitly notarized power of attorney, specifying his/her mobile phone number, to which number he/she shall receive a PIN code via SMS, a temporary code for the purposes of issuance of a static 3D Secure Code, pursuant to Art. VII.2.1 hereof, a dynamic 3D Secure Code, as he/she shall notify the Bank immediately upon any changes thereto;

V.2.3. To immediately change a PIN code, after its receipt, at an ATM terminal device of the Bank or at ATMs of other Bulgarian banks, which system operator is BORICA, as he/she shall destroy the hard copy or respectively delete the SMS with the received initial PIN code and shall regularly change the PIN code (at least once every three months);

V.2.4. Upon changing the PIN code, to use codes which do not contain subsequent or repeating digits, birth

dates, digits of the Personal ID Number (EGN), phone numbers, vehicle registration plate numbers, or other numbers which are easily recognizable or can be associated with the Cardholder.

V.2.5. (amended on 31.08.2020, in effect as of 03.09.2020) Not to disclose nor provide in any manner whatsoever his/her PIN code, payment card number, validity date, CVV/CVC code and static 3D Secure Code and dynamic 3D Secure Code to unauthorized persons, including family members or other relatives, as well as to undertake all measures to prevent unauthorized persons from becoming aware of them;

V.2.6. (amended on 31.08.2020, in effect as of 03.09.2020) Not to write down his/her PIN code, static 3D Secure Code and dynamic 3D Secure Code anywhere and not to keep them together with the payment card, as well as to undertake all other measures for keeping them in secrecy, including not to use the same PIN code for too long, and to cover the keyboard of the respective terminal device upon entering the PIN code in order to prevent third persons from becoming aware of it;

V.2.7. (amended on 31.08.2020, in effect as of 03.09.2020) To inform the Bank once he/she has become aware of destruction, loss, theft, misappropriation or unauthorized use, including an unauthorized or incorrectly executed payment operation with the payment card, as well as disclosure of the PIN code, static 3D Secure Code and dynamic 3D Secure Code to a third person, by calling 0700 117 17, or \*7171 short number for subscribers of Bulgarian mobile network operators or +359 2 483 1717 for international calls;

V.2.8. In case of disputing a payment operation made with the card, to inform the Bank immediately after becoming aware of it in the manner, stated in the preceding article, and to fill in a Chargeback Form in a sample format, as well as to provide all documents and information related to the disputed payment operation;

V.2.9. To preserve the receipts for the operations, executed with the payment card and provide them to the Bank upon request;

V.2.10. To immediately contact the Bank upon a problem with a transaction at an ATM or a POS terminal, as well as reject help, advice or any other sort of intervention in the problem from persons, other than the Bank's telephone operator;

V.2.11. To sign, in case the terminal device requires it, on the sale or cash withdrawal receipts, printed by the POS terminal in a manner, corresponding to the signature on the identity document, thus acknowledging his/her acceptance of the effected transaction;

V.2.12. To prove his/her identity with an identity document if requested by a merchant, accepting payments with payment cards;

V.2.13. To return the payment card at the Bank in case it is damaged or destroyed, or upon expiry of its validity period, upon early callability of the used credit limit, termination of the bank card agreement or the agreement for the payment account, to which the card has been issued, not later than one month after the occurrence of the respective event;

V.2.14. To maintain in his/her payment account/s available balance for execution of the payment operations with the payment card and for payment of the fees and

commissions due to the Bank, respectively not to exceed the approved credit limit under the payment credit card. If the Cardholder permits the amount of funds, utilized through the payment card (including through an additional payment card) to exceed the disposable balance in the payment account, to which the card has been issued, respectively to exceed the approved credit limit, the Bank shall be entitled to debit the excess amount from all accounts of the Cardholder with the Bank, including, when necessary, through purchasing of foreign currency funds in the Cardholder's accounts and their conversion at the Bank's exchange rate on the transaction date, for which the Cardholder shall provide his/her explicit consent by signing the respective agreement for a payment card;

V.2.15. Not to use the payment card for execution of payment operations, related in any way whatsoever to any kind of virtual currency activities (crypto currencies, bitcoins, etc.) including, but not limited to, payments to platforms, trading with such virtual currencies. The Bank shall not provide payment services related to virtual currencies as per the preceding sentence, nor shall it be responsible for damage, incurred by the Cardholder and/or the Additional Cardholder, related to or originating from virtual currency activities.

## **VI. Rights and obligations of the Bank.**

VI.1. The Bank shall undertake:

VI.1.1. To ensure the possibility of performing the payment, non-payment and inquiry services and operations with the payment card in accordance with the agreed herein and in the agreement for issuance of the respective payment card;

VI.1.2. To re-issue a new payment card with a new PIN code via an SMS or only a new PIN code on a hard copy upon having forgotten the current one or upon loss/theft/destruction or disclosure of the personalized security features of the payment card, as well as upon expiry of its validity period, as agreed herein;

VI.1.3. To ensure the return or re-issuance of the payment card in case of having the card retained in an ATM terminal device;

VI.1.4. To block the operations with the payment card immediately after receiving a notification by the Cardholder, respectively by the Additional Cardholder, made pursuant to Art. V.2.7 hereof;

VI.1.5. To cooperate for resolving cases of disputed payment operations upon full documentation provided on a timely basis by the Client, in compliance with the rules of the respective ICO and the procedures of the Bank.

VI.1.6. To ensure that the personalized security features of the payment card are inaccessible by persons other than the Cardholder, respectively the Additional Cardholder, without thereby releasing the Cardholder, or the Additional Cardholder, from his/her obligations as per Art. V.2 hereof;

VI.1.7 To store over a 5-year period information, allowing for the tracking of operations, effected with a payment card;

VI.1.8. To create the necessary technical and other conditions for accepting free of charge notifications by the Cardholder or the Additional Cardholder, as per Art. V.2.7 at

any time night and day and upon a written request, submitted within 18 months as from the date of the respective notification under Art. V.2.7, to provide the relevant evidence that such notification has been made;

VI.1.9. Not to send or provide to the Cardholder or the Additional Cardholder with a non-requested payment card, except in the cases provided for herein;

VI.1.10. (new, in effect as of 03.09.2020) To ensure the possibility for creating and changing a static 3D Secure Code and sending a dynamic 3D Secure Code in the cases and upon the terms and conditions provided for in Section VII hereof.

VI.2. The Bank shall be entitled:

VI.2.1. To define the maximum amounts (limits) and/or the number of payment operations, to be effected with the card over a certain period;

VI.2.2. Not to permit the execution of payment operations with the payment card upon exceeding the disposable balance in the payment account, respectively upon exceeding the disposable limit under a credit card, the limits for the amount and/or number of the payment operations, in case of effecting payment operations in high-risk countries and/or merchants, designated as such as per the Bank's discretion. The Cardholder may receive information on the limitations as per the preceding sentence at a branch of the Bank or by calling the Client Contact Centre;

VI.2.3. At any time to transfer (assign) to third persons fully or partially its receivables under the credit limit agreement;

VI.2.4. To block the payment card in the following non-exhaustively listed cases: breach or non-performance of the provisions under the agreement for issuance of the respective payment card and/or the present General terms on the part of the Cardholder and/or the Additional Cardholder; suspicion for unauthorized use of the payment card or suspicion for fraudulent use of the payment card; considerably enhanced risk for non-performance of the obligation for payment of the utilized amounts under the credit limit agreement; receipt of a notification from the Cardholder or the Additional Cardholder in line with Art. V.2.7 hereof; availability of objective reasons (such as, but not limited to inclusion of the payment card in a list with compromised payment instruments, received from an International Card Organizations (ICO); availability of data for using the card on devices, which, as per information at the Bank, have been subject of manipulation; retained payment card at an ATM terminal device; availability of a technical issue with a payment card lot; pre-term mass re-issuance due to migration to either a new standard or to a new software system; upon receipt of a notification for distraint, imposed on the receivables and/or accounts of the Cardholder with the Bank; upon a request by the Cardholder or the Additional Cardholder in the cases provided for herein or in other agreements, concluded between the Bank and the Cardholder. The Bank shall notify the Cardholder about the blocking of access/performance of payment operations and about the reasons, if possible, before the blocking or at the latest - immediately after that, unless the provision of such information is not allowed due to security considerations or the adherence to regulatory requirements.

VI.2.5. To collect from all accounts of the Cardholder, opened with the Bank, amounts due to it in relation to the issuance and use of the payment card by the Cardholder and/or the Additional Cardholder, including, when necessary - through purchasing of foreign currency funds in the Cardholder's accounts and their conversion at the Bank's exchange rate on the transaction date.

VI.2.6. In case of suspicion for or upon presence of a fraud or security threat of a payment operation with the payment card or the payment card itself, not to permit the execution of the payment operation by sending an SMS text message to the Cardholder, or respectively to the Additional Cardholder.

## **VII. (amended on 31.08.2020, in effect as of 03.09.2020) Internet Payment Operations by applying Visa Secure/Mastercard Identity Check**

VII.1. (amended on 31.08.2020, in effect as of 03.09.2020) *Visa Secure*, respectively *Mastercard Identity Check* are trademarks of the international card organizations Visa International and Mastercard Worldwide, and represent special protocols for authenticating the Cardholder, respectively the Additional Cardholder, as well as authenticating payment operations as per Art. III.8.5 and Art. VII.2 hereof.

VII.2. (amended on 31.08.2020, in effect as of 03.09.2020) The Cardholder, respectively the Additional Cardholder, may effect payment operations as per Art. III.8.5. upon purchasing goods and services from merchants, involved in the *Visa Secure* and *Mastercard Identity Check* protocols, as in order to authorize the payment operation, the Cardholder, respectively the Additional Cardholder, has to enter the card number, validity date, the 3-digit code, printed on the reverse side of the card (Card Verification Value (CVV) or Card Verification Code (CVC)), as well as a dynamic 3D Secure Code and a static 3D Secure Code.

VII.2.1. (new, adopted on 31.08.2020, in effect as of 03.09.2020) As from 03.09.2020 UBB initiates the gradual implementation of a static 3D Secure Code, used for authorization of payment operations as per Art. III.8.5 and Art. VII.2 hereof, and assigned to all cards, issued by the Bank to Cardholders, respectively Additional Cardholders. For this purpose, the Cardholder, respectively the Additional Cardholder, has to enter a temporary code sent by the Bank via a free of charge text message (SMS) to the mobile phone number stated before the Bank by the Cardholder, respectively the Additional Cardholder, in a special Internet site, which address is specified in the text message (SMS) as per the present sentence. Upon logging into the site the Cardholder, respectively the Additional Cardholder, has to enter the number of the respective payment card, for which he/she wants a static 3D Secure Code to be created, a one-time password, received via a text message (SMS) to the mobile phone number stated before the Bank by the Cardholder, respectively by the Additional Cardholder, and the temporary code as per the preceding sentence of the present article VII.2.1. Once entered, the Cardholder, respectively the Additional Cardholder, is enabled to create a static 3D Secure Code, known only to him/her, for the respective card. The static 3D Secure Code has to consist of eight characters – containing at least one letter, one digit and one special symbol.

VII.2.1.A (new, adopted on 29.03.2021, in effect as of 30.03.2021) The Cardholder, respectively the Additional Cardholder, who has a profile and access to the online banking of the Bank, ([onhttps://ebb.ubb.bg](https://ebb.ubb.bg)), in line with the terms and conditions and the procedure set in a concluded Online banking agreement and the Bank's General Terms on Payment Services for Individuals and the Bank's General Terms on Payment Services for Business Clients, shall have the possibility to create and periodically, if desired, to change a static 3D Secure Code, known only to him/her, for each payment card, issued in his/her name, by logging into the online banking and selecting the "Create a static 3D Secure Code" functionality. With regard to the static 3D Secure Code, created as per the current Art. VII.2.1.A, all provisions hereof related to the use of a static 3D Secure Code, as well as the rights and obligations of the Cardholder, respectively of the Additional Cardholder thereunder, shall be applicable. The last static 3D Secure Code, created by the Cardholder, respectively by the Additional Cardholder, pursuant to the procedure of Art. VII.2.1. or VII.2.1.A hereof for the respective card, shall deactivate the previously created static 3D Secure Code.

VII.2.2. (amended on 31.08.2020, in effect as of 03.09.2020) The 3D Secure Code shall be generated by the Bank for the purposes of authorization of payment operations as per Art. III.8.5 and Art. VII.2 hereof and represents a one-time digital code sent by the Bank via a free of charge text message (SMS) to the mobile phone number stated before and registered with the Bank by the Cardholder/ the Additional Cardholder according to the respective procedure.

VII.3. (amended on 31.08.2020, in effect as of 03.09.2020) Payment operations as per Art. 3.8.5 and Art. VII.2 hereof, in amount up to EUR 30 (thirty euro) (or the respective equivalence in the account currency) shall be permitted to be effected by the Cardholder, respectively by the Additional Cardholder, through entering the card number, validity date, the 3-digit code, printed on the reverse side of the card (Card Verification Value (CVV) or Card Verification Code (CVC)). After effecting five consecutive payment operations as per this article VII.3, the Cardholder, respectively the Additional Cardholder, shall have to enter, except the data as per the preceding sentence, also a dynamic 3D Secure Code and a static 3D Secure Code for the purpose of authorizing the next payment operation. The rule as per the preceding sentence shall be applied respectively after effecting five consecutive payment operations in accordance with the first sentence of this article.

VII.4. (amended on 31.08.2020, in effect as of 03.09.2020, amended on 29.03.2021, in effect as of 30.03.2021) In order to create a static 3D Secure Code, as per Art. VII.2.1. hereof, and receive a dynamic 3D Secure Code, the Cardholder/ Additional Cardholder shall have to provide a recent phone number to the Bank and to notify the latter in writing upon changes to that number, as in case there is a lack of notification, the Bank shall not be held responsible for impossibility to effect payment operations with the payment card and/or damage originating from or related to the sending of codes and passwords in line with the agreed herein to the thus provided mobile phone numbers.

VII.5. (amended on 31.08.2020, in effect as of 03.09.2020, amended on 29.03.2021, in effect as of 30.03.2021) In case the Cardholder, respectively the Additional Cardholder,

forgets his/her static 3D Secure Code, created as per Art. VII.2.1. hereof, and/or wishes to change it, he/she shall have to contact the Bank by calling [0700 117 17](tel:070011717), as he/she shall have to verify his/her identity and request a new temporary code, then follow the steps specified in Art. VII.2.1. hereof, for the purpose of creating a new static 3D Secure Code for the respective card. In case, the Cardholder, respectively the Additional Cardholder, forgets his/her static 3D Secure Code, created as per Art. VII.2.1. hereof, and/or wishes to change it, he/she shall have to follow the steps stipulated in that provision.

VII.6. (amended on 31.08.2020, in effect as of 03.09.2020) In case upon authorization of a payment operation as per Art. III.8.5 and Art. VII.2 hereof the Cardholder, respectively the Additional Cardholder, enters a wrong dynamic 3D Secure Code, he/she shall be allowed to request generation of a new Secure Code, on the same screen of the transaction, on the link available on the webpage, which may be done maximum twice for the respective payment operation.

VII.7. (amended on 31.08.2020, in effect as of 03.09.2020, amended on 29.03.2021, in effect as of 30.03.2021) If the Cardholder, or the Additional Cardholder, has made three consecutive attempts to enter a wrong dynamic 3D Secure Code and/or static 3D Secure Code, the Bank shall block the performance of payment operations as per Art. III.8.5. and Art. VII.2 hereof. In order to effect payment operations as per the preceding sentence, the Cardholder, respectively the Additional Cardholder, shall have to contact the Bank by calling [0700 117 17](tel:070011717).

VII.8. (new, in effect as of 03.09.2020) The Cardholder, respectively the Additional Cardholder, shall undertake to initiate all necessary measures to thwart a third person's becoming aware of and using the dynamic 3D Secure Code and the static 3D Secure Code, as he/she shall be obliged to use them only and solely in person. The dynamic 3D Secure Code and the static 3D Secure Code are deemed a personalized security feature of the payment card and the Cardholder/ the Additional Cardholder, shall have all obligations for their safekeeping, as well as those referring to the PIN code, provided for herein.

VII.9. (new, in effect as of 03.09.2020) The Cardholder/ the Additional Cardholder, shall be obliged to immediately inform the Bank upon received inquiries about entering or providing of the dynamic 3D Secure Code and/or the static 3D Secure Code from any sources, communication means and on any occasions, other than authorization of payment operations as per III.8.5 and Art. VII.2 hereof, including upon established unlawful attempts for disclosure of the passwords.

#### **VIII. Fees and commissions due by the Cardholder. Currency conversion.**

VIII.1. Upon observance of the agreed as per Art. I.2, I.4 and I.5 hereof, for the issuance and use of the payment card(s), as well as in the cases explicitly specified herein and/or in the agreement for the respective payment card, the Cardholder shall owe to the Bank fees and commissions in type and amount as specified in the Tariff.

VIII.2. On the grounds of Art. 21 of Ordinance № 3 of the BNB dated 18 April 2018 on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, by signing the respective payment card

agreement, the Cardholder shall render his/her explicit consent to the Bank to collect ex-officio from his/her accounts, amounts, payable by the Cardholder, under receivables of the Bank due from him/her, (for example, but not limited to, payment of interest, repayment installments under loans and credit cards, expenses for notification and collection of receivables, etc.) as well as with regard to fees and commissions, payable to it by the Cardholder pursuant to the Tariff, including such with regard to all operations and activities, performed by the Additional Cardholder. In case the currency in the account/s is different than the currency of the debt, the Bank shall be entitled to purchase an amount equal to the amount of the debt (at the Bank's respective exchange rate for the debt currency), by also deducting the expenses made.

VIII.3. Upon payment operations with payment debit and credit cards, issued by the Bank, in a currency other than the payment account currency, respectively the credit limit currency, and in case the payment account/credit limit currency is different from euro, respectively the currency of the credit limit is different from euro, and upon which payment operations there is an international settlement made through the International Card Organizations Visa/Mastercard, or a national settlement through BORICA AD, upon currency conversion of the amount of the operation to the bank account, respectively to the credit limit currency, the Bank shall apply the current exchange rate for cash operations, determined by the Bank, as at the moment of the currency conversion, for which the Cardholder shall render his/her explicit consent by signing the respective payment card agreement.

#### **IX. Provision of information on the payment operations effected through payment cards.**

IX.1. Information on the payment operations with payment debit cards, issued to a payment account, may be obtained by the Cardholder as per the manner of receipt of information on the payment operations from a payment account, in line with the provided for in the General Terms on Payment Services for Individuals, respectively in the General Terms on Payment Services for Business Clients of the Bank.

IX.2. Information on the payment operations with payment credit cards may be obtained by the Cardholder once a month at a branch of the Bank, in the online and mobile banking upon concluded agreement for online banking, as well as in UPAY payment gateway (for Cardholders as per Art. I.1.1 and respectively upon applying the terms and conditions of the Bank for UPAY payment gateway), through the Electronic Notifications service (respectively upon applying the terms and conditions for using this service), through sending a statement to an address, specified by the Cardholder, against payment of a fee (for Cardholders as per Art. I.1.1).

IX.3. The Cardholder shall be obliged to act with due diligence when obtaining the information as per Art. IX.1 and Art. IX.2 and inform the Bank in case he/she has not received information about the payment operations with a payment debit or credit card in any of the above-stated ways, as well as to keep himself/herself updated on a regular basis of the transactions, effected with the payment card.

IX.4. The Bank and the Cardholder agree that the Cardholder, respectively the Additional Cardholder, shall be deemed informed of the execution of the respective payment information at the moment when the information on the transactions has been made available to them in some of the ways, specified in Art. IX.1 and IX.2.

#### **X. Client Contact Centre.**

X.1. The Client Contact Centre of the Bank shall provide over the phone the following services, related to the payment cards, upon the explicit request of the Cardholder:

X.1.1. Blocking/activation of payment debit and credit cards;

X.1.2. Request for issuance of a new PIN code (for Cardholders as per Art. I.1.1);

X.1.3. Request for issuance of a new payment card plastic (for Cardholders as per Art. I.1.1);

X.1.4. Change in the branch for delivery of the payment card (for Cardholders as per Art. I.1.1);

X.1.5. Information as to restrictions on the use of the payment card as per Art. VI.2.2 and cancellation of the restrictions upon the explicit request of the Cardholder;

X.1.6. Provision of references on payment operations with the payment card (for Cardholders as per Art. I.1.1);

X.1.7. Increasing the limits for execution of payment operations (for Cardholders as per Art. I.1.1);

X.1.8. (new, adopted on 31.08.2020, in effect as of 03.09.2020, amended on 29.03.2021, in effect as of 30.03.2021) Receipt of a temporary code for the purposes of creating a static 3D Secure Code as per Art. VII.2.1 hereof.

X.1.9. (new, in effect as of 31.08.2020) Activating the payment card for effecting payment operations as per Art. III.8.5. and Art. VII.2. hereof, as per Art. VII.8 hereof.

X.2. For the purpose of guaranteeing the security during the holding of the conversation the Bank shall require authentication of the Cardholder in accordance with the used over-the-phone services and shall record the telephone conversation with the Cardholder for the purpose of improving the service-rendering process and confirming the statements made by the latter.

#### **XI. Insurance of the Cardholder.**

XI.1. The Bank shall offer to Cardholders as per Art. I.1.1. hereof to be included at their expense in the insurance programmes for cardholders of payment credit/ debit cards, provided by UBB's partner insurance companies. Upon his/her consent the Cardholder shall sign an insurance policy, a certificate or another document, issued by the insurers.

XI.1.1 The insurance premiums shall be borne by the Cardholder, by deducting those from the latter's payment account (as regards insurance premiums, related to payment debit cards) or from the disposable credit limit (as regards insurance premiums, linked to payment credit cards) for which the Cardholder shall grant his/her explicit consent.

XI.1.2. The entry into effect and termination of the insurance policies, the coverages and the excluded risks, the insurance premiums, the tax accrual on the insurance premiums, as well as all other conditions, shall be settled in the insurance policy (certificate or another document) and/or in the insurers' General Terms.

XI.1.3. Upon payment of indemnity under insurance policies, related to payment credit cards, the Cardholder shall consent to having all insurance indemnities paid to the Bank for the purposes of repaying liabilities of the Cardholder, having originated from his/her utilization of the provided credit limit.

XI.1.4 In case the insurance indemnities and amounts, received from insurers, do not cover in full the liabilities of the Cardholder to the Bank, stated in the previous Article, the Cardholder or his/her heirs shall be liable for repayment of the outstanding debt amount.

XI.1.5 In case the insurance indemnities and amounts, received from insurers, exceed the Cardholder's liabilities as per Art. XI.1.3, the difference after the full repayment of the amounts due to the Bank, shall be transferred to an account of the Cardholder, respectively to such of his/her heirs.

XI.1.6. The insurance programmes' validity shall be 365 days and shall be automatically renewed each year, as well as after a payment card's re-issuing.

XI.1.7 The Cardholder agrees, in case an insured event occurs, that the Bank shall provide information to the insurer, as necessary for payment of the indemnity.

XI.2. By signing the Agreement for Issuance of a Payment Credit Card, Cardholders shall grant their irrevocable consent for the Bank to conclude and the Cardholder to use, over the card's validity period, a *Travel Abroad Insurance*. The entry into effect and the termination of the insurance, the covered and excluded risks, as well as all other terms and conditions, shall be settled in the insurance policy (certificate or another document) and in the General Terms of the Insurer. The insurance premiums for the stated insurance shall be paid by the Bank and the insurance shall be concluded at an insurance company and under terms and conditions, selected by the Bank, while the Cardholder shall be obliged to abide by all the terms, conditions and requirements of the Insurer. The insurance shall be valid for the term of validity of the card and shall be renewed automatically upon renewal of the card. In the cases when the Cardholder permits past due payables of the amounts, utilized from the credit limit or should the loan (credit limit) be declared callable ahead of schedule for any reason whatsoever, the Bank's obligation to maintain the said insurance shall lapse.

XI.2.1. The Bank and Cardholders under the previous Article agree that all insurance indemnities for the stated insurance shall be paid by the Insurer in favour of the Insuree and shall not be used for repayment of the Cardholder's liabilities.

XI.2.2. Cardholders as per Art. I.1.2 agree, should an insured event occur, that the Bank shall provide information to the Insurer, as necessary for payment of the indemnity.

#### **XII. Responsibilities of the Bank and the Cardholder.**

XII.1. (amended on 31.08.2020, in effect as of 03.09.2020) The Bank shall not be held liable for deals and legal relations, with regard to which the respective payment card is being used. The Cardholder, respectively the Additional Cardholder, shall be liable for all his/her acts and obligations, originating from the use of the payment card, as he/she shall also be fully responsible for all acts and obligations, originating from the use of the payment card on the part of the Additional Cardholder.

XII.2. The Cardholder and the Additional Cardholder shall be obliged to use the payment card in accordance with the currently effective legislation, the present General Terms and the Agreement for issuance of the respective payment card. The Cardholder and the Additional Cardholder shall be obliged to act with due diligence, as they shall not use the payment card, nor shall they permit third persons to perform actions or achieve goals that are prohibited by law or may infringe upon the Bank's reputation.

XII.3. The Bank shall be entitled to block at any time the payment cards, issued to the Cardholder, respectively to the Additional Cardholder, upon data that funds have been received in a payment account of the Cardholder, opened with the Bank, as a result of fraud, for which blocking the Cardholder shall grant his/her unconditional and irrevocable consent.

XII.4. The Cardholder shall bear full responsibility for all payment transactions with the payment card in the cases when it has been provided by him/her, respectively by the Additional Cardholder to a third person.

XII.5. The Bank shall not be held liable for the non-performance on its obligations under the Agreement for issuance of the respective payment card and under the present General Terms, having occurred as a result of extraordinary technical reasons, such as information systems' failure, communication lines' disruption, electricity outage and others, as well as in case of extraordinary circumstances, such as natural disasters, general strikes, technical malfunctioning, and any other circumstances that are beyond the Bank's control.

XII.6. The Bank shall not be held responsible, in case a payment operation with the payment card has been rejected due to technical or communication reasons in the systems of other operators, banks or other entities, involved in the payment process, including upon the counterparty's denial to accept the payment for reason of circumstances beyond the Bank's control.

XII.7. The Bank shall not be held liable upon rejection to execute an operation with a payment card, triggered by lack of disposable balance in the Cardholder's account or upon insufficient disposable credit limit.

XII.8. In the cases when the Bank is held liable for unauthorized or imprecisely effected payment operation with a payment card, in order to have its responsibility engaged, it is a mandatory condition for the Cardholder, respectively for the Additional Cardholder, to have informed the Bank of the unauthorized or imprecisely effected payment operation without unjustified delay in the manner specified in Art. V.7., however, not later than 13 months, counted from the date of debiting the payment account, to which a payment debit card has been issued, respectively reducing the credit limit for operations effected with a payment credit card.

XII.9. The Cardholder shall sustain the losses, related to all unauthorized payment operations, originating from the use of a lost, stolen or embezzled payment card, in amount not more than BGN 100. The rule as per the preceding sentence shall not apply in case the loss, theft or embezzlement of the payment card could not have possibly been found by the Cardholder, respectively by the Additional Cardholder prior to the payment, except for cases when the latter has acted with the aim to defraud, or the damage has been inflicted by

omission or commission of an employee, a representative or a branch of the Bank.

XII.10. (amended on 31.08.2020, in effect as of 03.09.2020) In case of unauthorized payment operations, caused by the Cardholder, respectively by the Additional Cardholder, through either fraud or non-performance on one or more of his/her obligations as per Art. V.2.1 – V.2.8, VII.4, VII.8, VII.9 and XII.8 due to malice or utter negligence, the damage shall be borne by the Cardholder, irrespective of its amount.

XII.11. Upon observance of the agreed in the present Section XII, the Bank shall refund to the Cardholder the value of the unauthorized payment operation and if applicable, shall restore the Cardholder's payment account to its state, preceding the unauthorized operation with the payment card, immediately and in any case no later than the end of the next business day, after it has found or has been notified by the Cardholder, or by the Additional Cardholder of the unauthorized operation, except in cases when the Bank has well-founded suspicions about fraud and has informed the respective competent authorities thereof.

XII.12. Malice or utter negligence on the part of the Cardholder, respectively the Additional Cardholder, can be established through (but not limited to) one or several of the following ways: investigation by the Bank within the proceedings before the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection; through litigation; upon investigation by police authorities or international card organizations, before which a chargebacks procedure has been initiated. The Cardholder, respectively the Additional Cardholder, shall provide his/her consent for the investigations under the present article, as well as shall render full cooperation for clarifying the circumstances, subject to check.

XII.13. In case of unsubstantiated chargebacks on the part of the Cardholder or the Additional Cardholder, for transactions, actually effected by him/her or contesting the amount of such transactions, the Bank shall be entitled to terminate its relations with the Cardholder, with regard to any used product, including also by making several or all of its receivables from the Cardholder callable ahead of schedule.

XII.14. In case upon completion of the procedure for establishing the operation's authenticity the chargeback has been found groundless, the Cardholder shall bear all costs, pertaining to the chargebacks procedure, as well as a fee for an ill-founded reclaim, in accordance with the applicable Tariff. If an amount as per Art. XII.11 has been reimbursed to the Cardholder, upon proven groundless chargeback, the reimbursed amount shall be debited from the Cardholder's account/credit limit. If, as at the moment of debiting the funds are insufficient, the Bank shall be entitled to form a debt, representing an unauthorized overdraft, accrued with an interest rate as per the applicable Tariff.

XII.15. By virtue of Art. 67, Para. 4 of the Payment Services and Payment Systems' Act (PSPSA), the Bank and the Cardholder as per Art. I.1.2 agree that in their relations originating from the agreements under Art. I.2 and these General Terms, the Cardholder as per Art. I.1.2 shall neither be entitled to refer to, nor exercise his/her rights based on Chapter IV of the PSPSA, the provisions stated in Art. 67, Para. 4 of the PSPSA, and the provisions herein, reflecting the respective legal texts, quoted in the present Art. XII.15, nor

can he/she hold the Bank liable in relation to those provisions.

### **XIII. Termination of payment debit and credit card agreements.**

XIII.1. Unless the respective agreement stipulates otherwise, the agreement for issuance of a payment debit or credit card/ credit limit between the Bank and a Cardholder as per Art. I.1.1 shall be terminated, as follows:

XIII.1.1. with a notice in writing by the Cardholder for refusal of the payment card's re-issuance, submitted one month before expiry of its validity period;

XIII.1.2. during the payment card's validity period, with a one-week notice in writing by the Cardholder.

XIII.1.3. Upon availability of the prerequisites, stipulated in Art. I.4.;

XIII.1.4. Unilaterally by the Bank – upon the Cardholder's failure to appear and receive a re-issued payment card within a period of 3 /three/ months, following the expiry of the old card's validity period, as well as upon breach of and/or non-performance on the agreement's provisions or those in the present General Terms on the part of the Cardholder or the Additional Cardholder;

XIII.1.5. The Bank shall reserve its right not to re-issue a payment debit card in case no payment operations were effected with that card over the last 12 months prior to the date of re-issuance, in which case the agreement shall be terminated with the expiration of the payment debit card's validity period;

XIII.1.6. Upon the Cardholder or the Additional Cardholder's death or placement under judicial disability;

XIII.1.7. Also in other cases, as provided for by the law.

XIII.2. Unless the agreement stipulates otherwise, the agreement for issuance of a payment debit or credit card/ credit limit agreement between the Bank and a Cardholder as per Art. I.1.2 shall be terminated, as follows:

XIII.2.1. with a notice in writing by the Cardholder for refusal of the cards' re-issuance, submitted one month before expiry of the cards' validity period;

XIII.2.2. During the cards' validity period, with a one-week prior notice in writing by the Cardholder or the Bank, as all issued cards shall have to be returned. The Cardholder shall be held responsible for all transactions under all issued cards by his/her request, which transactions have been posted in the Bank, irrespective of whether their financial presentation in the Bank succeeds the termination date of the respective agreement.

XIII.2.3. with a prior notice in writing for termination by the Cardholder, in case of disagreement with the limits, fees or interest rate terms, defined by the Bank, within a 2-week period of the notification about the amendments, as the Client shall be obliged to return all cards as at the moment of submitting the notification and repay all amounts, due to the Bank, including those with accounting treatment after the agreement's termination.

XIII.2.4. Unilaterally by the Bank – upon the Cardholder's failure to appear and receive a re-issued card within a period of 3 /three/ months, following the expiry of the old card's validity period, or upon breach of other arrangements between the Bank and the Cardholder;

XIII.2.5. The Bank shall reserve its right not to re-issue a card in case it is not being used and in case over the last 12

months prior to the date of renewal no payment operations were effected with it.

XIII.3. The agreements for bank payment cards, through which preferential conditions are being provided to cardholders, shall be terminated upon expiry of an issued card's validity period, when this is needed due to objective impossibility to have those renewed by the Bank under the terms and conditions, negotiated between the Bank and the Cardholder.

XIII.4. Upon termination of the respective agreement, the Cardholder shall be obliged to pay all due amounts to the Bank, originating from the relations between the Bank and the Cardholder under the terminated agreement. If, as at the moment of submitting a request for termination of the agreement on the part of the Cardholder there is a pending chargebacks procedure, related to transactions effected with a payment card, then the contractual relations shall be terminated following the procedure's completion.

XIII.5. Upon termination of the respective agreement, the Cardholder shall pay the periodically accrued fees under the agreement, pro rata to the expired effectiveness period of the agreement. When such accrued fees have been paid in advance, they shall be reimbursed proportionally to the terminated period, as this rule shall not apply in the event of an agreement's termination due to non-performance of obligations by either party.

### **XIV. Filing of complaints. Alternative methods for resolving disputes**

XIV.1. Every Cardholder may file a complaint in relation with the use of payment services hereunder in a manner, most convenient for him/her: at any branch of the Bank; on the Internet page of the Bank; at the head office address of the Bank; through the Client Contact Centre.

XIV.2. Complaints may be filed on a standard form of the Bank, as the Cardholder shall mandatorily state at least two names, Personal ID Number (EGN), respectively a company name and a company ID, exact address, telephone /e-mail for contact, manner of receiving a reply and a signature, as well as an in-tray reference number of a complaint, filed with the Ministry of Interior, in the cases when such has been filed in relation to the subject of the complaint to the Bank.

XIV.3 Within a seven-day period the Bank shall reply in the manner, indicated by the Cardholder, or shall inform the Cardholder of the period, within which he/she shall receive a reply, which period shall not exceed 35 business days of the complaint's receipt, in the cases of factual or legal complexity, as for example – collecting of information from payment institutions or other third parties, initiated penal proceedings on the reviewed case, etc.

XIV.4. If the Bank has not provided a reply within the periods as envisaged above, and in case its decision is not deemed satisfactory by the Cardholder, the dispute may be referred to the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection. The address of the Commission for Consumer Protection is the following: Sofia city, postal code 1000, 4A Slaveykov Square, floor 3, 4 and 6. Additional information about the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection and the terms and conditions on alerting it is available on the Internet page of the Reconciliation

Committee on Payment Disputes with the Commission for Consumer Protection - <https://abanksb.bg/pkps/>.

## **XV. Personal Data**

XV.1. The Bank shall process the personal data of the Cardholder/Additional Cardholder by virtue of and in accordance with the Personal Data Protection Act (PDPA) and the General Data Protection Regulation of the European Parliament and of the Council dated 27.04.2016 on the protection of natural persons with regard to the processing of personal data. By signing the agreement for issuance of the respective payment card, the Cardholder/Additional Cardholder shall state his/her awareness of the document entitled *UBB AD Information on the Processing of Personal Data*, available on the Bank's website and in the banking halls, and that through it he/she has become informed about:

XV.1.1. the Bank in its capacity as a personal data controller and how to contact the Bank's Data Protection Officer;

XV.1.2. (amended on 07.12.2020, in effect as from 15.12.2020) his/her rights with regard to the processing and protection of his/her personal data and how to exercise those, incl. information about his/her right to obtain information about the type of data concerning him/her which are being processed by the Bank and about their source in case they have not been collected from the client; his/her right to request obliteration, rectification or deletion of his/her personal data, which processing is inaccurate or unlawful, insofar as there are legal prerequisites for this; his/her right to object against the processing of his/her personal data, when this is being performed based on a legitimate interest of the Bank; as well as about his/her right to withdraw his/her consent to the processing of his/her personal data for certain purposes;

XV.1.3. the grounds for processing his/her personal data, incl. information that the Bank shall not process his/her personal data for preparing a client profile and for offering personalized products or services directly without the Client's explicit consent;

XV.1.4. the purposes for which the Bank processes his/her personal data, obtained under the conditions of the particular Agreement, incl. together with other personal data which the Bank has lawfully obtained from third parties, incl. other personal data controllers, as well as about the right of the Bank to process his/her personal data also after it has discontinued the provision of payment services, in the cases when this is needed for fulfillment of a statutory obligation of the Bank or for protection of its lawful interests and in other cases, as provided for by the law.

XV.1.5 the recipients, to which his/her personal data may be provided by the Bank in the cases, permitted by law - other personal data controllers or personal data processors, acting on the Bank's behalf, including, but not limited to: state and municipal bodies and institutions, insurance and health insurance companies, credit registers

and bureaus, entities specialized in risk analysis and assessment, collecting of receivables or preventing and establishing illegal actions, including crimes; about eventual provision by the Bank of the Client's personal data to third countries, while observing the regulatory requirements, including also electronic cross-border transfer of data, necessary for effecting international transactions, by providing this data to payment systems' operators and other entities, specialized in processing of transactions with payment instruments;

XV.1.6. the periods for which the Bank stores his/her personal data.

## **XVI. Additional Provisions**

XVI.1. The applicable legislation to the relations between the Bank and the Cardholders, regarding the subject hereof as per Art. I.1 shall be the laws of the Republic of Bulgaria. Unless resolved through mutual consent or in the manner, as provided for Art. XIV.4 any disputes between the Cardholder and the Bank, pertaining to the subject hereof, shall be referred for resolving before a Bulgarian court of respective authority.

XVI.2. The agreements for issuance of payment debit and credit cards, as well as the present General Terms, shall be concluded in Bulgarian language. The communication between the Cardholder and the Bank shall be carried out in Bulgarian language, unless otherwise provided for in the respective agreement or the present General Terms, statements and notifications shall be sent in writing to the most recent address, as specified by the Cardholder before the Bank, respectively to the head office address of the Bank. In case of failure to find the Cardholder at the address as per the preceding sentence within two consecutive days for delivery of the respective statement or notification, the latter shall be deemed duly delivered to the Cardholder.

These General terms were approved by the Management Board of the Bank on 16.03.2020 and shall come into effect as of 27.05.2020. As from the date of their entry into effect, they shall be applicable to all agreements between the Bank and the Cardholders, in relation to issuance and use of payment debit and credit cards/credit limit, which limit is being utilized through a payment credit card.

These General terms were amended with a decision by the Management Board of the Bank on 31.08.2020 and shall come into effect as of 03.09.2020. As from the date of their entry into effect, they shall be applicable to all agreements for issuance and use of payment debit and credit cards/agreements for credit limit, which limit is being utilized through a payment credit card, concluded between the Bank and the Cardholders, to whom the Bank has sent a free of charge text message (SMS) as per the agreed in Art. VII.2.1.

These General terms were amended with a decision by the Management Board of the Bank on 07.12.2020, and the amendments shall come into effect as of 15.12.2020.

These General terms were amended with a decision by the Management Board of the Bank on 08.02.2021, and the amendments shall come into effect as of 15.02.2021.

These General terms were amended with a decision by the Management Board of the Bank on 29.03.2021, and the amendments shall come into effect as of 30.03.2021.