

General Terms
on using the Electronic vignette (e-Vignette)
payment service via UBB Mobile

I. SUBJECT

1.1. These General Terms (The Terms) settle the procedure, manner and terms and conditions for requesting and using the Electronic vignette (e-Vignette) payment service via UBB Mobile.

1.2. The client shall be entitled to use the Service in favour of third parties, whose data - registered plate of a motor vehicle or a trailer/caravan, the Client has provided voluntarily to the Bank in order to pay an electronic vignette in favour of a third party, declaring that those third persons' data is being processed lawfully upon strict compliance with the requirements of the currently effective national and European legislation, as well as that those persons have been informed that their data is to be provided to UBB AD for the purposes of the Service. The client shall be held liable for the lawful provision, the accuracy and truthfulness of the provided data, including, but not limited to, upon possible claims by third parties related to unlawful processing of the data provided to the Bank.

II. DEFINITIONS

2.1. Within the meaning hereof, the terms below shall have the following meanings:

2.1.1. **UBB Mobile** is the specially designed application *UBB Mobile* for mobile devices, also called mobile banking for iOS and Android operating systems, through which the Bank provides its clients with a remote access to the offered products and services as per the General Terms of UBB AD on Payment Services for Individuals and the General Terms of UBB AD on Payment Services for Business Clients, available on www.ubb.bg.

2.1.2. A **Client** is any individual or legal entity, which is a client of the Bank, has concluded an agreement for online banking and has activated UBB Mobile, which wishes to request and receive the Service.

2.1.3. The **Service** includes requesting and paying of an Electronic vignette (e-Vignette) via UBB Mobile.

2.1.4. The Service **Provider** is United Bulgarian Bank AD, Company ID 000694959 (UBB and/or the Bank). United Bulgarian Bank AD is a distributor of electronic vignettes in partnership with Intelligent Traffic Systems (ITS AD) and A1 Bulgaria EAD. ITS AD is entered in the Register of National Providers of Electronic Tolling Services and has concluded agreement with the Road Infrastructure Agency.

2.1.5. **Electronic vignette or e-Vignette** - is an electronic document within the meaning of Art.3, Para 1 of the Electronic Document and Electronic Authentication Services Act, certifying a paid vignette fee. The electronic vignette contains a unique identification number, data about the registration number of the motor vehicle, the country in which it is registered, its category, payment date of the fee and validity period. The vignette fees are collected in the amounts specified in the Fees Tariff, which are collected by Road Infrastructure Agency according to their validity period, which is available on the Road Infrastructure Agency's official webpage. Electronic vignettes can be requested and paid for the following validity periods: weekend, week, month, quarter, year. The electronic vignette is requested and paid for the following categories of motor vehicles:

Category 3 - Light motor vehicle - road vehicles designed for the transportation of passengers with no more than 8 (eight) seats, road vehicles designed for the transportation of goods and/or road vehicles designed for the transportation of passengers and goods, including with a trailer, with a technically maximum permissible mass up to 3.5 tons, as well as the road vehicles of this group with off-road capability.

Category 3 - Trailers and Caravans - as from 01.01.2019 new vignette prices for trailers and caravans towed by Category 3 road vehicles - light motor vehicles, are introduced.

Category 1 and 2 vehicles - heavy motor vehicle do not pay for Electronic vignettes since for the vehicles from this category, as of 01.03.2020, payment of distance driven fees - tolls is introduced.

2.1.6. **Electronic vignette validity period** - the vignette period is considered on a calendar day basis from 00.00h on the start date until 23.59h on the end date. In case the selected start date coincides with the day of purchase of the vignette, it shall be valid as from the moment of payment and generation of the payment receipt. The weekend vignette is valid from Friday - 12.00h until Sunday - 23.59h if it is purchased before 12.00h on Friday or it is intended for a weekend outside the current week, and respectively from the date and time of purchase until Sunday - 23.59h if it is purchased on Friday after 12.00h, on Saturday or on Sunday. E-Vignette can be purchased up to 30 days before the needed start date of the validity period.

2.1.7. **Electronic vignette receipt** is an electronic document within the meaning of Art. 3, Para 1 of the Electronic Document and Electronic Authentication Services Act, certifying the payment of an Electronic vignette for the registration number of the vehicle specified therein, type (Weekend, Week, Month, Quarter or Year), price and validity period of the e-Vignette; type of the vehicle - light motor vehicle or trailer/caravan, its registration number and the country in which it is registered;

2.1.8. **Electronic vignette payment** - includes the following:

a. The Client needs to enter in the special functionality in **UBB Mobile**, the category, registration number of the road vehicle and the desired validity period, necessary to activate the electronic vignette;

b. Payment of the value of the vignette fee as per the declared data in UBB Mobile.

2.1.9. **Electronic vignette activation** - issuance of an Electronic vignette in the form of an electronic document by Road Infrastructure Agency, certified by an Electronic vignette receipt.

III. SERVICE REQUIREMENTS

3. The requirements and the terms and conditions for the use of UBB Mobile, agreed between the Bank and the Client as per the concluded agreement for Online banking and the General Terms of UBB AD on Payment Services for Individuals or General Terms of UBB AD on Payment Services for Business Clients applicable thereto, shall also be applicable and mandatory on the use of UBB Mobile for the purposes of the Service.

4. The Service may be used after logging into UBB Mobile, where in "Request" section (for individuals) and in "More" section (for individuals and business clients) the e-Vignette functionality is available. Upon its initiation the active, already paid via UBB Mobile, electronic vignettes are shown, if any, as well as an option to request and pay for a new electronic vignette. If the user selects request and payment of a new e-Vignette, he/she shall go through the following steps:

4.1. Selecting a vehicle, for which the e-Vignette is being purchased: Light motor vehicle or Caravan/Trailer;

4.2. Selecting an e-Vignette type: Weekend, Week, Month, Quarter or Year and the respective price;

4.3. Entering data about the vehicle: country of registration and registration number, as well as selecting from a calendar the start date of the e-Vignette validity period. The e-Vignette may be purchased up to 30 days before the desired start date. Upon incorrect data entered, the paid amount for the activated vignette shall not be refunded.

4.4. Review of the information entered in the previous steps, as well as the fields for mandatory marking in order to move to the next step - acquaintance and confirmation of the acceptance of these General terms and confirmation of a notification that in case of incorrect data, the paid amount for an activated vignette shall not be refunded.

4.5. Review of the payment amount and selecting the manner of payment either with own funds, or debiting an agreed approved limit on a credit card, issued by the Bank to an individual (for individual clients). The payment shall be carried out via UBB Mobile, free of charge for the Client.

5. Payment shall be carried out only if the selected payment amount by the Client for an e-Vignette is up to the amount of the available own funds, agreed overdraft in an account or approved credit limit. Payment of e-Vignettes from the credit limit shall not be allowed upon past due payables by the Client. Upon successful payment and activation of the e-Vignette with the data entered by the Client, an e-Vignette receipt is issued, which can be stored in PDF format by the Client on his/her mobile device. The receipt is available during the whole validity period via the e-Vignette functionality in UBB Mobile.

IV. (new, adopted on 10.05.2021) **CORRECTION OF DATA RELATED TO AN ACTIVATED ELECTRONIC VIGNETTE**

By using a [request form](#) for amendment of incorrectly stated data it is possible to request correction in an already activated Electronic vignette with regard to the indicated **registration number** of the motor vehicle, including **the country** of registration and its **category** (being a trailer instead of a light motor vehicle or vice versa). The document may be submitted on-site at the Head Office of Road Infrastructure Agency or Regional Road Administration in the respective town/village, as well as electronically to Road Infrastructure Agency, National Toll Directorate via email info@bgtoll.bg

The correction shall be made only if it is indisputably established that in the Republic of Bulgaria there is **no** other registered motor vehicle with registration number, country of registration or category identical to the ones initially stated in the vignette.

The data correction in the electronic vignette shall come into effect as of the moment of performing the correction and shall be valid until expiry of the validity period of the initially issued vignette. The request forms are going to be reviewed and processed by BGTOLL, and the client is going to receive a response whether the requested correction meets the requirements through the same submission channel - on-site or via email - as indicated in the request.

The violations registered by the electronic toll system prior to the correction shall not be canceled.

Upon approval and successfully made correction, verification of the validity period of the already amended vignette is possible at the following websites, where country of registration and registration number should be filled in the respective fields:

<https://vinetki.bg/check-vignette> or <https://tollpass.bg/evignettes/check>

The data in UBB Mobile related to the paid and already activated vignette and the receipt issued for it shall be stored unchanged, regardless of the correction, if such has been approved, as a verification of the validity period of the already amended vignette is possible at the above mentioned websites. Amounts paid for an e-Vignette shall not be subject to refund, nor shall amendment be allowed in the **type** of the paid e-Vignette (Weekend, Week, Month, Quarter or Year) or its **validity period**.

V. (supplemented on 10.05.2021) **RIGHTS AND OBLIGATIONS**

6. The Bank shall not be held liable upon incorrect data entered by the Client for the respective vehicle (category, registration number, country of registration), as well as for the vignette type he/she has selected, as in case of incorrect data, the paid amount for an activated vignette shall not be refunded. It is possible to request a correction in part of the data in the already activated Electronic vignette in accordance with the terms and conditions and procedure as per It. IV.

7. The Bank shall not be held liable for impossibility of provision of the Service, having occurred as a result of extraordinary technical or communication 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, which are beyond their control.

8. The Bank shall not be held liable for temporarily unavailable service due to occurrence of circumstances beyond its control - force majeure, fortuitous events, problems in the Internet global network and in the provision of services beyond the Bank's control.

VI. **PERSONAL DATA COLLECTION AND PROCESSING**

9. In line with the provision of the **Electronic vignette (e-Vignette) payment service via UBB Mobile** it is possible for the Bank to process personal data of clients and users of the mobile banking and/or personal data of third persons, provided by clients of UBB Mobile. Personal data is processed entirely by virtue of Item 1.2 hereof and upon compliance with the requirements of the currently effective

national and European legislation on personal data protection for the purposes of the specific service, provided by the Bank.

VII. FINAL PROVISIONS

10. These General terms are an integral part of the General Terms of UBB AD on Payment Services for Individuals and the General Terms of UBB AD on Payment Services for Business Clients.

11. These General terms were approved on 14.12.2020 and shall enter into force as from the moment of their publishing on www.ubb.bg

12. These General terms were amended on 10.05.2021 and shall be applicable to all requested and paid vignettes in UBB Mobile.