

## GENERAL TERMS OF UBB AD ON PAYMENT SERVICES FOR INDIVIDUALS

### I. SUBJECT

1.1. These General Terms settle the relations between UNITED BULGARIAN BANK AD (referred to hereinafter as the Bank or UBB), registered in the Commercial Register with the Registry Agency, Company ID Number 000694959, with its supervisory authority being the Bulgarian National Bank, registered as Administrator of Personal Data under number 0006399 with the Commission for Personal Data Protection, having its seat and registered office at the following address: Sofia city, 89B Vitosha Blvd., electronic address [www.ubb.bg](http://www.ubb.bg) and the User of Payment Services, (referred to hereinafter as Client), having user capacity, in line with payment services and payment instruments, relating to those, as follows:

1.1.1. Opening, servicing and closing of payment (current) and of other bank accounts. Bank accounts can be payment, as well as non-payment ones (accounts, opened only for storing of funds or for repayment of loans);

1.1.2. Effecting of payments through using payment instruments, offered by UBB, regardless of the availability of a bank account;

1.1.3. Submission of payment orders for credit transfers;

1.1.4. Submission of orders and consents for direct debit;

1.1.5. Effecting of cash operations and cash transfers;

1.1.6. Access to accounts and bank cards through online banking and mobile banking ;

1.1.7. Account Information Services

1.1.8. Use of payment cards.

1.1.9. Submitting orders, giving consents with regard to accounts and cards and inquiry services through a Client Contact Center;

1.1.10. Submitting of orders for recurring fund transfers; Other, which the Bank may create for use by the Client.

1.1.11 Other, which the Bank may create for use by the Client.

1.2. The relations between the Bank and the Client with regard to payment services are described in these General Terms, comprised of general sections, treating all payment services and instruments, as well as special sections, describing the specifics of the separate types of payment services and the related to them payment instruments, except for the explicitly stated in the Transitional and Final Provisions of the present General Terms.

1.2.1. Information about the settlement of relations between UBB and heirs of deceased clients are an integral part of these General Terms and are available on UBB's web site [www.ubb.bg](http://www.ubb.bg)

1.2.2. The terms and conditions for utilization of an approved credit limit, applicable to credit cards, are an integral part of these General Terms, as regards credit card agreements, concluded with United Bulgarian Bank AD, Company ID Number 000694959 prior to 23.07.2014, and are accessible on UBB's website [www.ubb.bg](http://www.ubb.bg)

1.3. For any account, as well as for certain types of payment instruments (bank cards and online banking and mobile banking) a separate agreement shall be signed, specifying the

characteristics of the particular payment service or payment instrument.

1.4. To bank accounts not used for payment, the rules treating single operations shall apply, regulating the terms and conditions for withdrawing and depositing amounts in those accounts.

1.5. UBB AD Fees and Commissions' Tariff (FCT) and UBB AD Interest Rates' Tariff (IRT), referred to hereinafter jointly as the Tariffs, are an integral part of these General Terms.

### II. COMMUNICATION BETWEEN THE CLIENT AND THE BANK – BECOMING AWARE OF THE TERMS AND CONDITIONS, NOTIFICATIONS, MESSAGES, ACCOUNT STATEMENTS

#### Becoming aware of the Bank's terms and conditions on payment services and amendments thereto

2.1. These General Terms and the Bank's Tariffs (in their part applicable to the respective payment service or payment instrument) shall be provided to the Client on a long-lasting storage medium prior to signing an agreement for opening an account, issuing of a payment instrument or a payment service, as well as upon request on his/her part. The main method for providing information on long-lasting storage media, which concerns all Clients, is to publish the respective documents in the Bank's website, [www.ubb.bg](http://www.ubb.bg), as the Client shall be obliged to keep himself/herself updated on a regular basis of the Bank's effective terms and conditions for payment services from its website or in UBB branches.

2.1.1. These General Terms and the Tariffs are maintained available for the Client on a hard copy in the banking halls.

2.1.2. These General Terms, the Bank's Tariffs and any other important information for the Client, related to payment services, is available at any time in a specially designated information field on UBB's website [www.ubb.bg](http://www.ubb.bg).

2.2. Upon signing the agreement for the respective account, payment instrument or service, the Client declares that he/she has been provided with these General Terms and the respective parts of the Tariffs, applicable thereto, has become aware of those and has made an informed decision to sign the agreement.

2.3 The Bank shall employ due care to inform its clients of all amendments to these General Terms and the Tariffs in relation to the terms and conditions for effecting of payments, by disclosing information on that not later than two months prior to entering into effect of the changes by one or several of the specified ways:

2.3.1. Detailed information, including all amendments:

a. At specially designated places in the banking halls;  
b. At UBB's electronic address [www.ubb.bg](http://www.ubb.bg) in the especially designated for the purpose information field, pursuant to Item 2.1.2 above;

2.3.2. Information on availability of amendments:

a. In the monthly statement to the Client, as the notification shall be considered made, effective from the day when he/she could have received the statement.

b. (For cards, serviced through UBB's authorization system) through the statements at the ATM terminal devices of the Bank, as the notification shall be considered made since the

date when the Client could have been able to receive the statement.

2.4. The change shall become effective on the date, indicated in the Bank's notification and shall concern all users of UBB payment services. Upon the Client's disagreement with the changes he/she may at any time terminate the frame agreement prior to the date, on which the said changes are proposed to become effective, without being liable for any expenses and indemnities.

2.5.1. The minimum two-month period shall not be applicable to the cases of adding a new service or expanding the access channels to an available service, i.e. in the cases when the Bank adds new terms and conditions or proposes more favorable terms and conditions than those, preceding the amendment.

2.5.2. The two-month period shall not be applicable to the terms and conditions for opening, maintaining and closing of accounts, other than financial terms and conditions, as the changes shall become effective since the date, on which the notification has been made in any of the above-stated ways.

#### **Change of interest rates on deposit bank accounts (time deposits)**

2.6. In case of a change in interest rate terms and conditions, applied by the Bank on deposits, opened prior to the date of the change, the interest rate terms and conditions shall be updated after the maturity date and shall concern the next agreed deposit period.

#### **Individual information – account statements for movement on accounts and operations with payment instruments**

2.7. (amended on 01.07.2019, effective as of 22.07.2019) The client shall have access to the individual information about account movements and balances and information about operations with a payment instrument depending on the provisions of the respective contract for account/payment instrument and these General Terms - to be received on a hard copy in a branch of the Bank or available to be viewed and printed - in the Client's user profile in UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)), in online/mobile banking or by email – at a valid email address specified by the Client. In case that the Client has not requested explicitly the service for receipt of paper account statement at a specified address, as provided for in Item 2.7.1, his/her consent shall be deemed given for having the information under his/her account statement presented to him/her gratuitously in the banking halls upon his/her request.

2.7.1. The client may request receipt of notification for the availability of a new account statement under his/her user profile within UPAY payment gateway by activating the service via UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)). Notifications for the availability of a new account statement shall be sent only to an e-mail address, verified by the Bank, as the service shall be free of charge. The client may request receipt of paper statements at a specified address for transactions with a credit card or an OK card. The service shall be requested in writing at a branch of the Bank. Paper statements' delivery to an address shall be charged pursuant to UBB's Fees and Commissions' Tariff for Individuals.

2.7.2. The client shall undertake to inform the Bank in case of his/her failure to receive account statements in the agreed/requested manner. In case of a non-received account statement, of which the Bank has not been informed and more

than one period of the agreed term for its receipt has elapsed, it shall be considered that the Client has acted with negligence and has not employed the due care to receive information of the effected transactions, unless he/she has proven an objective impossibility during that period to either notify the Bank or to become informed of his/her account movement / payment instrument transactions.

2.7.3. If the Client has indicated an incomplete or incorrect address, as well as in case he/she has failed to notify the Bank in either writing or by calling its Client Contact Centre of a change in his/her address, all notifications and invitations for which that is the selected manner of notification, sent by the Bank to the Client at the indicated address, shall be considered validly delivered. Upon a twofold failure on different days to find the Client at the address stated by him/her for the purpose of serving the notification, sent by the Bank (regardless of its nature), then the said notification shall be deemed validly delivered.

2.7.4. (amended on 01.07.2019, effective as of 22.07.2019) A statement upon request may be received at any branch of the Bank. When it is received, the Bank shall send a free text message at the Client's mobile phone number registered with the Bank, containing information about the account balance in line with the statement.

2.7.5. Information on account movements/effected transactions over a current period (encompassing the current and the previous month) may be also obtained through the Client Contact Centre, in accordance with these General Terms.

2.7.6. (in effect since 31.10.2018.) The Bank shall provide at least once per annum upon the Client's request at a branch of the Bank a report on all charged fees, and, if applicable, information about the interest rates for payment account overdraft, credit interest rate on the payment account, as well as the total amount of the accrued interest for the respective period for the services, pertaining to the payment account.

2.7.7. (new, adopted on 01.07.2019, effective as of 22.07.2019) The Bank shall send a free text message once a year at the Client's mobile phone number registered with the Bank, containing information about the balances of the Client's accounts on which there have not been movements in the previous calendar year.

2.8. Each online banking Client, as per the Bank's terms and conditions for this type of service, may receive information on his/her account movements /transactions with his/her payment instrument in his/her personal user profile in the online banking for the period after signing the Online Banking Agreement and after adding the account for use through this channel.

2.9. Each client of UBB, registered and identified as such within UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)), shall obtain access to information about his/her account movement and transactions with a credit card/OK card through his/her personal user profile. Clients, registered in UPAY and identified as UBB clients, shall receive from the Bank notification for availability of a new credit /OK card statement without the need for making an additional request. An electronic account statement shall be sent, following service request in UPAY payment gateway. Notifications shall be sent to the verified electronic address, stated in UPAY. As regards the use of UPAY payment gateway, UBB AD General Terms on Using the Payment Gateway by Individual Clients shall apply.

2.10. Each client may receive information about card transactions, effected at ATMs, with cards, serviced by the authorization system of BORICA, through the Client Contact Centre or upon request at the Bank. The Bank may send account statements for credit cards to a specified address only in case the Client has requested in writing the use of such service and has paid a fee, pursuant to UBB Fees and Commissions' Tariff for Individuals. Account statements shall not be sent for inactive cards or for such, under which there are no liabilities.

2.11. The communication between the parties hereunder shall be mutual and in both directions, in view of which the Client shall be obligated to keep himself/herself updated on a regular basis (at least once per two months) of the changes or the new features of payment services, which UBB offers, through the Bank's website, its branch network or over the phone of the Client Contact Center. The non-performance on this obligation shall be considered a violation of these General Terms and the specific agreement.

2.12. Clients, who have provided and verified their email address, shall obtain information about the products and services, used by them, as well as up-to-date information about other products and services, offered by the Bank. Email verification shall be made through online banking or the UPAY payment gateway. All notifications about payment products and services, sent by the Bank to the Client at an email, registered by the latter and verified by the Bank, shall be considered duly delivered.

### **III. TERMS AND CONDITIONS FOR REGISTRATION AND IDENTIFICATION OF CLIENTS UPON SIGNING AGREEMENTS FOR OPENING OF ACCOUNTS / ISSUING OF PAYMENT INSTRUMENTS**

#### **Identification of clients.**

3.1.1. By virtue of the applicable laws the Bank is obliged to identify and verify the identity of its clients by demanding the respective documents, serving for ascertainment of their identity.

3.1.2. The Client shall present a valid identity document with a photograph, issued pursuant to Bulgarian laws or the legislation of his/her country of citizenship. Regarding foreigners, permitted to reside in Bulgaria also a residence permit (long-term or permanent one) is required, issued by the Ministry of Interior authorities. Upon subsequent servicing the Client shall identify himself/herself with the document, used to perform the initial identification or with a re-issued document of the same type.

3.1.3. Representatives of local or foreign natural persons, authorized to open /close accounts, as well as effect operations on these persons' behalf and for their account shall be subject to that same identification /verification procedure, as applicable to the Client.

3.1.4. The Client, respectively his/her representative shall consent to the Bank's photocopying his/her identity document for its archives and for having it entered in its electronic system.

3.2. Along with the identification document the Bank may require from the Client or his/her representative also other documents, as well as the filling out of certain declaration statements in view of the particular product, adherence to regulatory requirements or implementation of good banking practices.

3.3.1. The Client shall be obliged to inform the Bank, (through official or notarized private documents), of each and every change in the facts and circumstances, representing a regulatory requirement for opening an account, which may entail change in identification data and ascertained circumstances upon the initial registration in the core banking system. In case of ambiguity in data regarding a Client, the Bank may deny performance of a transaction until the duly certification of the occurred changes in the data.

3.3.2. Upon signing an agreement for opening a new account / issuing of a new payment instrument, the Client shall present only recent data, in case there are changes after the initial registration or such data, required according to the specifics of the Agreement for the respective payment instrument.

3.4. The Bank shall be entitled to refuse registration of a client, respectively the opening of an account, with no obligations to motivate the reasons for the denial.

#### **Terms and conditions for treatment of persons, authorized by the Client**

3.5.1. Account disposal by a proxy shall be permitted in all branches, in case that the power of attorney has been input in UBB's Authorities Verification Electronic System. The Client has the option to restrict the proxy's disposal to particular branches, as stated in the power of attorney. The power of attorney shall be provided by the proxy in original or in a notarized copy, true to the original.

3.5.2. In case of disposal with amounts in the account by a proxy, the latter shall have to present the identification document, described in the power of attorney. The Bank shall accept the proxy's identification to be also made with a reissued document (upon expiry of the validity of the one, described in the power of attorney). The power of attorney shall have to explicitly indicate the Client's will for disposal by the proxy of the amounts in the account through the respective payment instrument.

3.5.3. Opening of an account by a re-authorized person shall not be allowed. The performance of operations by a re-authorized person in an already opened account shall be allowed only in case the Client has indicated in his/her initial power of attorney the right of the empowered person to re-authorize.

3.5.4. Should the power of attorney contain complicated assumptions, amount limits or other specific restrictions or requirements of the Client, the Bank may either demand opening of a special-purpose account, pursuant to Art. 4.1.3. of the present General Terms, or refuse the rendering of the service to the Client.

3.5.5. In case that the Bank has not been notified beforehand and in writing by the Client that a proxy will appear on his/her behalf, as well as in terms of the range of his/her powers, and the presented power of attorney contains texts, which application is ambiguous, or there is a considerable time period elapsed since the moment of the power of attorney's drafting or its last use, as well as in other cases, explicitly indicated herein, the Bank may refuse rendering the service to the proxy, without justifying its interpretation of the authorization clauses.

3.5.6. In case of changes in the persons, authorized to dispose of the amounts in the account, the Client shall be obliged to immediately and personally notify the Bank. In case of non-notification, the Bank shall be entitled to the rights under Item

3.5.5. In addition a Data Amendment Card shall be submitted, in the cases when individuals also use online banking.

3.5.7. The Bank accepts that powers of attorney for disposal of current accounts and savings deposits shall concern also deposits, opened to those.

3.5.8. The Bank shall not accept powers of attorney from Clients, (except for powers of attorney, drawn on the basis of a sample form of the Bank), if the date of attestation of the Client's signature precedes the date of appearance of the proxy at the Bank by more than five years.

3.5.9. For representation purposes through a power of attorney, attested by a foreign notary, the authorizer shall have to personally submit the power of attorney at the Bank.

**Powers of attorney, with signatures attested by a notary public, certified by Bulgarian consulate officials abroad; powers of attorney, certified by local administration authorities in the Republic of Bulgaria and registry judges; powers of attorney, certified by foreign notaries**

3.6.0. For the purposes of receiving bank payment cards and their personalized security features, as well as authentication means for access to online and mobile banking, the Bank shall neither accept powers of attorney with attestation of the Client's signature made by local administration authorities in the Republic of Bulgaria and registry judges pursuant to the procedure of Art. 83 of the Notaries and Notarial Activities Act, nor such, attested by foreign notaries.

3.6.1. The Bank shall accept powers of attorney for disposal of Client's funds, effected through a proxy, holding a power of attorney, certified by foreign notaries, operating only in the United States of America, Canada and the European Union countries.

3.6.2. Powers of attorney, as well as other official documents, drawn up in a foreign country, shall be presented to the Bank certified in a Bulgarian embassy or consulate in the respective country or legalized, respectively accompanied with an "apostille" and translated into Bulgarian language by a sworn translator.

**Authorization for remote access to payment instruments**

3.7.1. Remote access payment instruments (bank cards, online and mobile banking) shall be used personally by the Client, as he/she shall not be entitled to authorize third persons to use the payment instrument, nor shall he/she cede it to third parties for performing operations with it.

3.7.2. The Bank shall accept proxies for signing agreements on the Client's behalf, as well as for receiving a payment instrument and its personalized security features after its issuance/re-issuance by the Bank, conditioned on observance of the present General Terms and availability of an explicit provision in the power of attorney about such actions.

3.7.3. The Bank shall not provide PIN code via SMS to a mobile phone number, submitted by the proxy. The holder's mobile phone number shall have to be submitted personally at the Bank by him/her, otherwise a PIN code shall be submitted to the proxy only on a hard copy

3.7.4. The Client has the option to authorize another person with access to the account, of which the former is a holder, through an additional debit bank card, issued to the main one.

Upon a request for a card with a PIN code via SMS, the code shall be sent to the mobile phone number of the additional cardholder, stated upon his/her registration as a client of the Bank.

**Power of attorney's revocation**

3.8.1. The revocation of a power of attorney shall be made in writing and explicitly by the Client as this could be performed personally at any branch of the Bank or through a notification.

3.8.2. The Bank shall terminate the rendering of payment services under a power of attorney, when it has received a notification in writing that the power of attorney has been terminated or revoked. The Bank shall not be held liable when it has not been timely notified in writing of either the revocation or termination.

3.8.3. The appearance of a new proxy shall not terminate the former proxies' powers.

**IV. ACCOUNT TYPES**

4.1. The Bank shall open the following account types to individuals:

4.1.1. Current accounts;

4.1.2. Savings accounts;

4.1.2.1. Saving deposits;

4.1.2.2. Time deposits;

4.1.3. Accounts with a special regime and purpose: with predefined terms and conditions for disposal or serving a special purpose (donor account, account in favor of a third person); accounts with guarantee functions (escrow accounts), opened to service a large-value purchase, in view of guaranteeing on the part of the Bank, that upon proving the conclusion of a specific deal, the funds will be released in favor of the seller.

4.1.4. Payment Account with Basic Features (PABF).

4.2. Accounts of individuals, needed in relation to the profession or economic activity, practised by them and requiring a registration under the procedure of the Act on BULSTAT Register, shall be opened under the procedure for business clients.

4.3. The Bank may also open other account types, apart from the above described, upon preliminary agreeing the particular terms and conditions with the Client.

4.4. Within the framework of the above-described account types the Bank may provide to a particular group of Clients target products, which specific terms and conditions are regulated in the respective agreements and Tariffs.

4.5. The Bank shall be entitled to provide each Client with the opportunity to choose a combination of the products, offered by the Bank under the terms and conditions, stated in the Tariff.

**Current Accounts**

4.6. The Bank shall open a current account for an indefinite period in the Client's name, in and from which against consideration fund transfers and deposits shall be received and payments shall be effected within the available amounts.

4.7. The client may use an overdraft on the account up to a preliminary defined contractual limit, based on a separate agreement, concluded with the Bank.

### Payment account with basic features -PABF

4.7.A. The Bank shall open a payment account with basic features in Bulgarian leva (BGN) for an indefinite time period, as a tool for fee-based delivery of the following services:

1. Payment account opening, servicing and closing;
2. Depositing of funds in a payment account;
3. Cash withdrawal from the payment account at a teller desk

4. Execution of the following payment transactions:
  - a. Direct debits;
  - b. Payment transactions via a payment card, including online payments, cash withdrawals at ATMs, as well as cash withdrawals at POS terminals of the Bank;
  - c. Credit transfers, standing orders included, at ATMs, POS terminals or teller desks, when available, as well as via the Bank's online banking systems

4.7.B. The Bank may refuse opening of a Payment Account with Basic Features in the following cases:

1. The client already holds a Payment Account with Basic Features with the Bank, unless notified that his/her account is going to be closed.
2. The client has declared that he/she holds a Payment Account with Basic Features with another bank on this country's territory, unless stated that notification has been given to him/her that the said account is going to be closed.
3. Opening of the account would entail breach of the legal provisions, governing the prevention of the financial system's involvement in money laundering and terrorism financing.

4. 7.C. The Bank shall notify the Client in writing of the grounds for refusal under the preceding items, unless disclosure of such information contradicts the national security aims, public order or legislation preventing the financial system's involvement in money laundering and terrorism financing. With the notification the Bank shall inform the Client of the procedure for submission of complaints against the refusal and of the possibility to refer to the Bulgarian National Bank (BNB) and the Payment Disputes' Reconciliation Commission.

### Savings accounts

4.8. Savings accounts cover savings deposits and time deposits.

#### Savings Accounts

4.9. Savings deposits represent accounts for storage of funds over an indefinite period for saving purposes.

4.9.1. Savings deposits can also be child savings deposits, as well as a deposit under a special condition. Savings deposits shall be opened in favor of third persons only upon availability of family reasons.

4.9.2. An Account Holder of a child deposit can be any infant or minor Bulgarian citizen.

A child deposit shall be opened:

- a. For infants (children, who have not reached 14 years of age) by any parent or guardian, as the amounts on deposit shall be disposed of against presentation of a permit, issued by the respective regional court;

b. For minors (children, who have reached 14 years of age, but have not completed 18 years) by the minor herself/himself, with the consent of one or both parents or guardians, as in case of disposal with funds – after presenting a permit by the respective regional court;

C. By minors themselves, who are aged over 16 years and married, against presentation of a civil marriage certificate.

### Time Deposits

4.10. Under a time deposit agreement the Bank accepts to keep money, payable on a particular date (maturity) or upon other terms and conditions for payment, as stipulated in the agreement. The safekeeping may also be effected through blocking an amount in a current account or a savings deposit of the Client.

4.11. A time deposit agreement can be concluded under the condition that the Client is a holder of an account in the same currency type, in which he/she wishes the time deposit to be opened. The individual features of the selected deposit type shall be indicated in the respective agreement and the Tariffs.

4.12. The disposal of the deposit shall be made through the account, to which it has been opened.

4.13. In the case of a standard time deposit the Client may select at maturity one of the following options:

4.13.1. To renew the deposit over the same period, while also adding to the principal the accrued interest from the previous period;

4.13.2. To renew the deposit over the same period with the amount of the initial principal, while posting the accrued interest in the account, to which the deposit has been opened;

4.13.3. To terminate the deposit, while posting the principal and the accrued interest in the account, to which the deposit has been opened;

4.13.4. For separate deposit types the Client may select the accrued interest to be posted in an account, different from the one, to which the deposit has been opened.

4.14. The Client may terminate a time deposit agreement upon presenting his/her copy of the Time Deposit Agreement and an identity document.

4.15. The Client may terminate a time deposit agreement without penalty in the accrued interest, on the date, specified in the agreement. If this date is a non-business day, the closing shall be performed on the first business day, following the date of the period's expiry.

4.16. Upon early termination of the agreement on the part of the Client or upon enforcement actions, the Bank shall accrue interest on the amount for the time of its actual staying on deposit at a reduced interest rate, as determined in the Tariffs.

4.17. Upon termination of an agreement for a time deposit in a foreign currency the amount, which is smaller than the smallest denomination banknote in the respective foreign currency, shall be paid in its BGN equivalence, according to the buy exchange rate of UBB.

### Accounts in favor of third persons and donor accounts

4.18. Apart from child savings deposits the Bank may open accounts in favor of a person, specified by the negotiator under assumptions, provided for by law. If the third person fails to give his/her consent for the stipulation in his/her favor within a

deadline, specified in a notification for the opened account, the funds shall be reimbursed to the negotiator.

4.19. An account in favor of a third person can also be opened under donor campaigns, as well as in case of incapacity of the person, in whose favor the funds are being raised, to consent to the stipulation made in his/her favor, i.e. upon absence due to medical treatment, the consent shall not be required. Upon disposal with the funds in the account, the regime, envisaged in the agreement for account opening or in an enactment, shall be observed.

#### **Donor accounts, opened by the person, in whose favor the funds are being raised**

4.20. Donor accounts for treatment of minors shall be opened by their legal representative, while for persons of lawful age, impeded to be present in the Bank – by a relative of theirs, who shall declare the type of her/his kinship ties with the person, in whose favor the account is being opened. The Bank shall not reimburse donor installments to the depositors in case of failure to achieve the purpose of fund raising or upon other circumstances. Upon accomplishing/failure to accomplish the purpose and having a remaining balance, it will be disposed of by the person, in whose favor the account has been opened.

#### **Account disposal and closing**

4.21. Accounts shall be disposed of and closed by the Client at any UBB branch, with the exception of accounts with a special regime and purpose, which shall be disposed of in the branch of their opening.

#### **Interest rates**

4.22. The Bank shall accrue interest on the account balance, in accordance with the interest rate, applicable to the specific account type, as indicated in the Interest Rates' Tariff. Amounts below the minimum balance, specified in the Fees and Commissions' Tariff, shall not bear interest.

4.23. The Bank shall deduct and pay a tax on the income from interest, pursuant to the effective legislation.

#### **IVA. PAYMENT ACCOUNT SWITCHING (Current account and Payment Account with Basic Features)**

4.24. The Bank shall deliver to its Clients a service for switching a payment account when the payment accounts have been maintained in one and the same currency with other banks in the Republic of Bulgaria.

4.25. Information as to the terms and conditions for switching payment accounts, covering the role of both the switching and the accepting bank during each stage of the procedure on payment account switching and the related deadlines, are available on a durable storage medium in the Bank's website [www.ubb.bg](http://www.ubb.bg), as well as on a hard copy upon request at any branch of the Bank.

#### **V. TERMS AND CONDITIONS FOR EFFECTING PAYMENTS**

5.1. Account funds shall be disposed of through payment documents, prepared by the Bank, payment documents,

containing all essential requisites, required by the regulator, as well as regulated remote methods for effecting transactions through bank cards, online banking, mobile banking and a Call Center, while observing the specific characteristics of the different account types, the legal requirements and the terms and conditions of the Bank.

5.2. The Bank shall effect payments from the account only by order of or with the preliminary consent of the Client, under terms and conditions set by her/him, up to the available account balance and the agreed overdraft. The Bank shall not perform partial payments under separate orders or payment requests. An exception to these rules shall be made only for enforcement actions as provided for by the law, in the cases of ex-officio collection under the procedure of Ordinance № 3 of the BNB, as well as upon refunding of amounts, received in the account due to an error or incorrectly effected operations (ex-officio rectification transfers).

5.3. The Bank shall perform the payments in the chronological sequence of receiving payment orders / requests, except for the cases of enforcement collection of receivables and ex-officio rectification transfers.

5.4. The types of payment operations, performed by the Bank, are: withdrawal and depositing of cash; ordering and receiving credit transfers; ordering and receiving cash transfers; giving a consent for direct debit; ordering and receiving a direct debit request; payment operations with a card.

#### **Costs**

5.5. The Bank shall accept for execution credit transfers with the following instructions in terms of expenses:

5.5.1. Shared (SHA) – the payer and the beneficiary shall pay the fees and commissions respectively to the payer's bank and to the beneficiary's bank, as the correspondent bank may deduct expenses from the fund transfer amount. ;

5.5.2. At the expense of the payer (OUR) – the payer shall pay all fund transfer fees, including those of the beneficiary's bank;

5.5.3. At the expense of the beneficiary (BEN) - the beneficiary shall pay all fund transfer expenses, including those of the payer's bank.

5.6. The restrictions on determining the expense allocation manner are specified in the Bank's Tariff, *Fund Transfers* Section.

5.7. The client shall undertake to pay all fees, commissions, interest and other due amounts, as indicated in the Bank's Tariffs, including exchange rate differences (in case the Bank performs currency conversion upon a received transfer in a currency, different than the currency in which the account is being maintained).

#### **Authorization of payment operations**

5.8. A payment operation is considered authorized from the moment, in which the Client has:

5.8.1. Submitted a signed payment order (upon effecting a credit transfer or cash operations) or has given a written consent in a branch of the Bank (upon effecting a direct debit) or


5.8.2. With a remote method she/he has:

a. Submitted a payment order or has given his/her consent through the online or mobile banking channel, while

observing the specific requirements for operation through this particular channel;

b. Submitted a payment order or has given consent for effecting a payment operation through the Client Contact Center, for which an audio recording is being kept;

c. Payment operations with a card are permitted after consent has been provided and upon verifying the Client's identity in the latter's capacity as an authorized cardholder through one of the following ways:

- Upon ATM transactions – through entering a PIN code;
- Upon POS transactions – through signing the POS receipt and/or entering a PIN code;
- Upon payments without the card's physical presence – for orders by mail /telephone – through entering a CVC2/CVV code;
- Upon payments without the card's physical presence when paying for goods and services at web merchants:
  - for merchants, non-maintaining 3D Secure Protocol, known under the *Verified by Visa* trademark or *MasterCard Secure Code* - 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));
  - for merchants, maintaining 3D Secure Protocol, known under the *Verified by Visa* trademark or *MasterCard Secure Code* - 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)) and a 3-D Secure code, entered upon using the *Secure Online Payments* service.
- Received sound and/or light confirmation for the payment order's acceptance (upon contactless payment at a terminal device, designated with the contactless payment logo  up to a maximum amount, determined by the Issuer (the Bank) or the relevant card organization;
- d) upon receipt at the Bank of a payment order, submitted by the Client through a Payment Initiation Service Provider (PISP).

**Deadlines, terms and conditions for submission of orders and effecting of payment operations (credit transfer, direct debit and cash transfer)**

5.9. The Bank shall perform the payment operations under Item 5.4 hereof, while keeping the deadlines for execution, cut-off time for receiving orders and fee allocation principles, as specified in the Fees and Commissions' Tariff. When the payment order is received on a non-business day, it shall be considered received on the next business day. When the payment order has been received on Saturdays, it shall be deemed received on the first business day to follow.

5.9.1. In case by the cut-off time for receipt of payments to be processed within the current day, there is no balance provided in the account, sufficient to effect the payment order, the Bank shall return the payment document to the Client or shall make it available for her/him in the branch where it has been submitted;

5.9.2. A payment order, submitted through online banking or mobile banking shall be submitted one-off for processing in the Bank's accounting system.

5.9.3. Order for a cash transfer in BGN shall be submitted within business hours for work with clients of the Bank's respective branch. No cancellation of a payment order shall be possible after its acceptance by the Bank. The Client shall become aware of the Bank's terms and conditions for effecting one-off payment operations prior to submitting the order;

5.9.4. A direct debit order shall be submitted within business hours for work with clients of the Bank's respective branch, on condition that the payer is the holder of the current account with UBB. No cancellation of a payment order shall be possible after its acceptance by the Bank. The Payer may cancel the payment order as late as the end of the business day, preceding the agreed date for debiting his/her account.

5.9.5. The client may deposit his/her direct debit consent with the Bank, in which she/he can indicate terms and conditions, under which the Bank is to debit her/his account upon a beneficiary's order. A copy of the consent shall be sent to the beneficiary.

5.9.6. The client may cancel the payment and withdraw the payment order, submitted by her/him or direct debit consent only if her/his account has not been debited up to the moment of withdrawal. The bank administration costs for the cancellation shall be at the Client's expense and up to an amount, as determined in the effective Fees and Commissions' Tariff.

5.10. The Bank may, after a written notification to the Client, refuse to apply some of the forms for cash or electronic payment on account, including refuse the effecting of a foreign currency transfer in order to observe international requirements, including imposed embargo restrictions on particular countries, legal entities /natural persons and organizations or risk limits of the Bank, as well as upon non-fulfilled obligations under contractual relations with UBB. The Bank shall reserve itself the right to change the cut-off time for receipt of payments, specified in the Tariff, of which it shall notify the Client, according to the terms and conditions of Section II herein.

5.11. The deadlines for execution of payment operations shall be, as follows:

- For crediting the account of the beneficiary's provider of payment services – by the end of the next business day, following the moment of the payment order's receipt; this period shall be extended with yet another business day upon initiation of paper-based payment operations.
- Upon effecting of payment operations through RINGS – the deadline for crediting the account of the beneficiary's provider of payment services is by the end of the business day, on which the payment order has been received.
- Upon execution of payment operations in another currency within the European Union – the contractual deadlines between the user of payment services and its provider shall not exceed 4 business days after the moment of the payment order's receipt.

**Additional documents**

General Terms of UBB AD on Payment Services for Individuals

In effect as from 01.03.2010, supplemented on 15.11.2011, on 17.05.2013, on 28.04.2014, on 23.07.2014, on 21.11.2014 - in effect as from 27.01.2015, on 02.02.2015 - in effect as from 02.04.2015, on 02.11.2015, on 19.09.2016, on 23.10.2017 in effect as from 01.01.2018, on 18.12.2017 – in effect as from 01.01.2018, on 30.04.2018, in effect as from 09.07.2018., on 03.09.2018, in effect as from 05.09.2018, on 14.01.2019, in effect as from 01.02.2019, on 04.02.2019, in effect as from 18.04.2019, on 05.03.2019, in effect as from 12.05.2019, on 13.05.2019, in effect as from 01.07.2019, on 01.07.2019, in effect as from 22.07.2019, on 08.07.2019, in effect as from 14.09.2019, on 30.09.2019 and 21.10.2019, in effect as from 01.11.2019.

5.12. In case of cross-border fund transfers, as well as in case of payments between residents and non-residents within this country's territory, all documents, required pursuant to the foreign currency laws shall have to be provided.

5.13. Pursuant to the effective legislation and upon request by the Bank, the Client shall present a written declaration-statement on the origin of funds.

### Currency Conversion

5.14. Upon a received or ordered fund transfer in a foreign currency, different than the currency in which the account is being maintained, the Bank shall perform ex-officio currency conversion (arbitration) upon terms and conditions, specified in the Fees and Commissions' Tariff.

5.15. Information on the exchange rates, applied by the Bank during the execution of payment operations, is available in the banking halls and through online and mobile banking, as the applicable exchange rate shall be the one, valid at the moment of effecting the operation.

### Right of refusal to effect ordered payments and ex-officio operations

5.16. The Bank may refuse to effect a payment order in case there is ambiguity in the representative power of the person, submitting the payment order; unclear or illegibly filled in documents; lack of required documents, relating to the payment; imprecise instructions; presence of international sanctions in relation to individuals, institutions or countries, related to the order, submitted by the Client, etc. The Bank shall not accept clients, involved in any kind of virtual currency activities (crypto currencies, bitcoins, etc.) nor shall it provide payment services related to such currencies, including, but not limited to any payments towards platforms, trading in such currencies.

5.17. In case since the latest active operation on account there is an elapsed period of over six months (or another period according to the Bank's judgment), UBB shall apply additional measures for verifying the payer's identity, including also photocopying an identity document.

5.18. In case of erroneously received funds in an account of another holder due to an error of a Provider of Payment Services and regardless of whether the Client is payer or beneficiary of the transfer, the Bank shall be entitled to debit ex-officio the account with the amount of the incorrect transfer, while notifying the Client of the made rectifications. When funds have been received in the account as a result of fraud, the Bank shall be entitled to debit ex-officio the account with the respective amount and to effect an ex-officio rectification transfer to refund the improperly received amounts to an account of the payer or to an account of the payer's Provider of Payment Services, regarding which the Client gives his/her unconditional and irrevocable consent by accepting these General Terms and by signing the agreement for account opening.

5.19. By virtue of Ordinance № 3 of the BNB the Bank shall be entitled to collect ex-officio from the account amounts, payable to it by the Client, under receivables of UBB (i.e.: payment of interest, repayment installments under loans and credit cards, expenses for notification and collection of receivables, etc.), as

well as under fees and commissions, payable to it by the Client for rendered banking services, pursuant to the Tariffs, as of the moment of the amounts' deduction. If there are no funds in the particular account, the amounts may be collected from all other BGN or foreign currency accounts of the Client with the Bank. 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 exchange rate of UBB for the debt currency), by also deducting the expenses made.

### Recurring utility bill payments

5.20. The Bank's Clients may select on a monthly basis to effect electronic payment of obligations under utility bills through a current BGN account or a credit card, issued by UBB.

5.21. The registration for payment of obligations to different companies is possible to be made for a different account or, respectively, for a different credit card.

5.22. Registration for payment of utility bills with a credit card shall be possible, on condition that the card has not been blocked.

5.23. Payments of obligations can be made of both the holder of the account / card, as well as of a third individual, explicitly registered by the Client.

5.24. For having the service rendered, the Client needs to fill in a consent form for payment of utility bills through a direct debit – a sample form in which the Client shall indicate all utility companies, with which he/she wishes payments to be performed, and submit this form at a branch of the Bank or through the remote channels, indicated in Item 5.25.

5.24.1. The consent, submitted by the Client, shall not be bound by time and it may be revoked at any branch of the Bank, through filling out a consent/ consent change form, as well as through any of the remote channels, indicated in Item 5.25.

5.25. The form can also be filled in remotely through:

5.25.1. Online banking, while observing the specific requirements for using this channel.

5.25.2. Mobile banking, while observing the specific requirements for using this channel.

5.26. The Client may select either an automatic or manual mode for confirming utility bill payments, by stating it in the consent as per Item 5.24 herein.

5.26.1. Confirmation mode change may be made at a branch of the Bank, through the remote channels, indicated in Item 5.25, as well as via the Client Contact Centre.

5.27. Upon a selected automatic payment mode the Client shall indicate the respective account /card, from which the payments of obligations under a particular identification number shall be made, as the Client may also enter a maximum amount limit for payment under each particular identification number.

5.27.1. In case the amount payable exceeds the limit, determined by the Client, payment shall not be effected. Such obligations can only be paid manually by the Client through the remote channels, described in Item 5.25.

5.27.2. Processing of automatic mode payments shall commence as from the first business day, following the registration of the respective consent for payment, upon availability of an obligation under the identification number, registered with the company.

5.28. Upon a selected manual confirmation mode, the Client needs to effect the payment through one of the remote channels,



indicated in Item 5.25, while observing the specific requirements for using the respective channel and by selecting the account /card, from which the payment will be made.

5.29. Utility bill payment shall be effected only in case the obligation amount and the fee for effecting the transaction, as per the Bank's Tariff, is up to the available balance of the Client's account /card (own funds, agreed overdraft on account and available credit limit under a card).

5.30. No partial payment of obligations shall be allowed. The Client may pay all obligations that have originated under a particular identification number, however he/she shall not be able to effect payments under separate invoices for this particular identification number.

5.31. Clients may register for receipt of free of charge e-mail notifications about:

5.31.1 Registration of a new consent for utility bill payment.

5.31.2 Availability of a new obligation;

5.31.3 In case of unpaid obligation, only upon first unsuccessful attempt. Such notification shall be sent only to clients that have chosen automatic payment mode.

5.31.4 Change in existing consent.

5.31.5 Consent deactivation.

5.32. Activation/deactivation of the service for receipt of e-mail notifications as per Item 5.31 can be made at the Bank's branches, as well as through the remote channels under Item 5.25. E-mail notifications shall be sent for all consents, registered by the Client.

5.33. Upon a change in the identification numbers on the part of some of the stated companies, the Client agrees that the Bank shall automatically continue with payments to the respective company under the new identification number, supplied by the company and corresponding to the subscriber number, stated by the Client upon his/her registration for the service.

5.34. In case of a loss, theft or unlawful deprivation of the credit card, registered by the Client and its re-issuance a new number, the Bank shall automatically continue with the payment of services to the utility companies, registered by the Client. Payment of utility obligations shall not be allowed only in case of closing the credit card or its blocking because of past due payables.

5.35. Upon a dispute, arising from the Client's obligations to a utility company, the Bank shall not be deemed party to it, nor shall it be held liable for the authenticity of any data (such as the existence of obligations, obligation amounts, inaccurate or missing payment-related information etc.); for which the Client shall have to contact the respective company.

5.36. The Bank shall not be held liable upon technical issues, relating to access to the systems of the separate companies.

5.37 The Bank shall not be held liable upon submitted by the Client wrong identification numbers with companies, as well as upon wrongly stated e-mail address for notification receipt purposes.

#### **Recurring payments**

5.38. The Bank's clients may select to effect recurring payments from a standard current account, savings account, *Comfort* account, *Privilege* account, Payment Account with Basic Features and *Activity* account.

5.39. In order to register for the service the Client needs to fill in an order for recurring payments in view of effecting

automatic recurring payments - a sample form, stating the following:

5.39.1. Data about the beneficiary and the latter's bank account (beneficiary's name, IBAN, bank and the bank's BIC code);

5.39.2. Amount of the requested recurring payment;

5.39.3. Day of the month for effecting the payments, on which the client's account will be debited with the indicated amount.

In the cases when during various months such day is either a non-business one or non-existent, the payment shall be effected on the next business day;

5.39.4. Payments' recurrence (frequency). The client shall select the transactions' frequency with the following options: one, three, six, nine months or one year;

5.39.5. Start date (date of first payment). Date, from which the automatic transactions will be initiated;

5.39.6. End date (date of last payment). Date, on which the last payment will be made. In case such date has not been specified in the recurring transfer order, the latter shall be in effect until cancelled (for an unlimited period of time);

5.39.7. Account of the Client, from which recurring payments will be made.

5.40. Recurring payments can be:

5.40.1 Intrabank (within the system of UBB);

5.40.2. Interbank – routed to other banks on Bulgaria's territory.

5.41. Transactions' currency:

5.41.1. Upon interbank transfers only transactions in Bulgarian leva (BGN) are allowed;

5.41.2. Upon intrabank transfers, permitted transactions are in either Bulgarian leva or in some of the following currencies: EUR, USD, CHF and GBP. Fund transfer in foreign currency shall only be made in case the payer's and the beneficiary's accounts are in one and the same currency.

5.42. The Client shall have to ensure the needed amount for effecting the payment by the end of the previous business day, preceding the payment date. When the selected payment date is a non-business one, the Client shall have to ensure the needed amount on the last business day preceding it.

5.43. Recurring fund transfers shall be effected prior to the start of the Bank' business hours for clients. When the selected payment day is a non-business one, fund transfers shall be effected on the next business day.

5.44. Recurring payment shall be made only on a designated day, as upon lack of funds or for some other reason, no payment shall be made within the days to follow.

5.45. In case of a non-effected transaction - the registration for the service shall not be discontinued for the subsequent periods.

5.46. Transaction limits. Upon registration for the service the following limits per separate transaction shall be applied:

5.46.1. Up to BGN 10 000 for interbank transfers;

5.46.2. Up to BGN 10 000 or up to 5 000 currency units for intrabank transfers;

5.47. Registration for the service can be made:

5.47.1. At any UBB branch;

5.48. A submitted by the Client recurring payment order may be withdrawn at any branch of the bank.

5.49. A recurring fund transfer shall be effected only in case the sum of the amount to be paid and the transaction fee is up to the available balance in the Client's account. Effecting of partial payments shall not be allowed.

## **VI. REMOTE METHODS FOR ACCESS TO ACCOUNTS AND EFFECTING OF PAYMENTS**

General Terms of UBB AD on Payment Services for Individuals

In effect as from 01.03.2010, supplemented on 15.11.2011, on 17.05.2013, on 28.04.2014, on 23.07.2014, on 21.11.2014 - in effect as from 27.01.2015, on 02.02.2015 - in effect as from 02.04.2015, on 02.11.2015, on 19.09.2016, on 23.10.2017 in effect as from 01.01.2018, on 18.12.2017 – in effect as from 01.01.2018, on 30.04.2018, in effect as from 09.07.2018., on 03.09.2018, in effect as from 05.09.2018, on 14.01.2019, in effect as from 01.02.2019, on 04.02.2019, in effect as from 18.04.2019, on 05.03.2019, in effect as from 12.05.2019, on 13.05.2019, in effect as from 01.07.2019, on 01.07.2019, in effect as from 22.07.2019, on 08.07.2019, in effect as from 14.09.2019, on 30.09.2019 and 21.10.2019, in effect as from 01.11.2019.

## General principles for issuing, using and closing of remote access payment instruments

6.1. Each Client may also dispose of his/her accounts remotely, by using the following remote access payment instruments:

6.1.1. Online and Mobile banking, after signing a separate agreement for online banking;

6.1.2. Debit or credit card, after signing an Agreement for issuing of a debit card to an account or a Credit Card Agreement for access to a provided credit limit;

6.1.3. By calling the Client Contact Center, for which it is not necessary to sign a separate Agreement.

6.2.1. The Bank shall issue the payment instrument, for which an agreement has been signed, and shall deliver it to the Client together with the respective protective means (PIN code, password, etc.), while ensuring its keeping secret from its employees and third parties;

6.2.2. Bank cards shall be issued within 3 (three) business days of signing the respective agreement.

6.2.3. Generated on paper passwords for online banking shall be delivered to the Client within 5 (five) business days, following their request.

6.3. Upon effecting transactions, the Client shall undertake to observe the security instructions for the respective instrument, provided by UBB and to monitor its periodical updating in the Bank's website.

6.4. Remote access payment instruments shall be used only personally by the Client, with no possibility to authorize third individuals. If the Client wishes another person to have remote access to the account of which he/she is a holder, he/she can use the following methods:

6.4.1. In terms of debit cards – request the issuing of an additional card to the main one, which to be used by a person, nominated by him/her;

6.4.2. In terms of online banking – the individual, specified by the Client to be included as a representative through an online banking Data Amendment Card, while observing the requirements of Item 7.5 of Section VII.

6.5.1. The Client shall undertake to use the payment instrument, issued to him/her and the respective means for its use and to store them reliably and safely, by protecting them from being lost, stolen, forged, from unauthorized access, or usage in another illegal manner, destruction, breaking, scratching, demagnetizing or other similar actions, rendering them unfit for use.

6.5.2. Each Client shall be obliged to regularly (at least once every two weeks) monitor the transactions with a remote access payment instrument and their registering in the Bank.

### Notification and blocking

6.6. In case of suspicion for illegal use of a payment instrument the Client shall immediately notify the Bank in view of undertaking the respective measures (blocking of the instrument, its re-issuing with a new number, change of a PIN code, etc.)

6.7. The Client shall immediately notify the Bank of any destruction, loss, theft, some other unlawful deprivation, forgery or illegal use, disclosure of the secrecy of the respective means for access and authentication, related to the payment instrument (PIN code, passwords, client numbers, etc.), as well as of performing an operation with the payment instrument,

which has not been authorized by the Client and of an error or irregularity in administering the account, found by him/her.

6.8. The notification regarding a bank card shall be made over the phone (specified on the card, or through the Client Contact Center) or by visiting the nearest office of the Bank during business hours.

6.9. The notification regarding the online banking shall be made over the phone of the Client Contact Centre (indicated on the Bank's website) or in writing, through submitting a Data Amendment Card at the branch of the Bank, where the online banking agreement has been signed, and in case this proves impossible, the Client shall notify and submit a Data Amendment Card at the nearest branch.

6.10. Having been notified, the Bank shall block the payment instrument.

6.11. Upon availability of objective reasons (such as, but not limited to inclusion of a card in a list with compromised payment instruments, received from an International Card Organization; availability of data for using the card on devices, which, as per information at the Bank, have been subject of manipulation; retained card at an ATM; suspicions, pertaining to the card's security or for unauthorized / fraudulent use of the card; availability of a technical issue with a card lot; pre-term mass re-issuance due to migration to either a new standard or to a new software system, considerably enhanced risk for the Client from non-performance of the obligation for payment – in terms of cards with a provided credit limit /overdraft etc.), the Bank may re-issue/block the payment instrument, by informing the Client within the shortest possible period, unless such information cannot be provided, due to restrictions in the applicable legislation.

6.12. The Bank may block the credit card or refuse its re-issuance in case of considerably increased risk that the Client may not be able to fulfill his/her obligation for repayment of the utilized credit limit. By considerably increased risk, the Bank understands presence of bad credit history of the Client with either UBB or with another bank.

6.13. If the Client has consecutively made three wrong PIN attempts, the use of the card for PIN-based transactions shall be automatically blocked. Upon an attempt to subsequently use an ATM, the card may be retained by the device.

6.14 Upon a forgotten PIN, and after a request by the Client, submitted in writing at a branch of the Bank or via the Contact Center, the Bank shall issue a new PIN on a hard copy or re-issue the card with a PIN code via SMS, for which the Client shall pay a fee, according to the Tariff.

6.15. De-blocking of a payment card – permitting the effecting of operations with the card, after cancellation of the reason for blocking. The de-blocking request shall be submitted, as follows:

- At an office of the Bank – the de-blocking shall become effective within 4 /four/ business hours of receipt of the Client's written request at an office of the Bank.
- Via online and mobile banking (for cards, serviced through UBB's authorization system) - could be done only with regard to a card, which has been blocked by the Client via online or mobile banking. The card shall be accessible for use immediately after its de-blocking by the Client.
- Through the Client Contact Centre

6.16. The access to online banking/mobile banking, as well as to effecting of payment operations through those channels may be blocked by the Bank upon the following conditions:

- For objective reasons, related to the security of the authentication data, or of the system, and/or upon well-founded suspicions for orders, unauthorized by the Client and submitted via online or mobile banking through using the authentication means.
- In the cases when the Client or his/her representative with his/her actions breaches the requirements of the currently effective regulations, and of the present General Terms, jeopardizes the security and the proper functioning of the service.

6.17. The Bank shall notify the Client about the blocking of access/effecting of payment operations and the respective reasons, if possible prior to the blocking or immediately afterwards at the latest, unless disclosing such information is not allowed due to security reasons or compliance with legislative requirements.

#### **VIA. ACCESS TO PAYMENT ACCOUNT/S WITH ANOTHER PROVIDER OF PAYMENT SERVICES FOR THE PURPOSE OF PROVIDING INFORMATION ABOUT THE ACCOUNT/S**

6.17.A. While observing the provisions of the current General Terms, the Bank provides an option for visualization of summarized information through its specialized mobile device application (mobile banking), regarding the balance and the history of movements on payment accounts, serviced by other providers of payment services, which are accessible online, without an option for execution of payment operations (Account Information Services).

6.17.A.1. Upon the conclusion of an agreement for a payment service, offered by the Bank, the acceptance of the present General Terms and upon filing a request through the mobile banking for adding an account/s of the Client, serviced by another provider of payment services, the Client shall give his/her explicit consent to the Bank for provision of Account Information Services.

6.17.A.2. (amended on 08.07.2019, effective as of 14.09.2019) The Bank shall not be held liable in case of failure to provide Account Information Services, where the impossibility is due to a reason/s beyond the Bank's control, including, but not limited to, non-functioning and/or inaccessibility of the interface for access to the provider of payment services, servicing the account with regard to which Account Information Services are being provided.

6.17.A.3. (amended on 08.07.2019, effective as of 14.09.2019) By using the Account Information Services, the Client consents to and grants the Bank the right to access the Client's accounts, serviced by other providers of payment services for the purposes of having their balances and payments history visualized in the mobile banking. The client consents to UBB's storing and processing balance and history of operations of only those accounts, selected by the Client for this purpose and is aware that those account balances - visualized in the UBB mobile banking - may not be real-time balances, reflecting all approved and/or pending operations on the account/s.

6.17.A.4. (amended on 08.07.2019, effective as of 14.09.2019) The client is aware of and accepts that the parameters of the provided Account Information Services are dependent on the proposed functionalities by the payment services providers, servicing the accounts and/or are in line with the terms and

conditions under the payment services agreement, concluded by the Client and the respective provider of payment services, servicing the account/s. The authentication of the Client, required to provide the Account Information Services, shall be performed by the respective provider of payment services, servicing the account/s, as the Bank shall not store sensitive data about the payments for the purposes of providing Account Information Services.

6.17.A.5. The Bank reserves its right to change the scope of the provided Account Information Services, including to change the list of payment services providers, servicing the accounts, with regard to which Account Information Services are being provided.

#### **VIB. ENSURING ACCESS TO A PAYMENT ACCOUNT WITH THE BANK FOR THE PURPOSES OF PAYMENT INITIATION AND ACCOUNT INFORMATION SERVICES**

6.17.B. The Client shall have to employ due care upon the selection, appointment and use of either AISP or PISP.

6.17.C. The Bank shall not be a party to the contract between the Client and the respective AISP/PISP. The Client shall be fully responsible for the AISP/PISP selection, for determining the terms and conditions, upon which the respective providers are going to render such services, as well as ensure that they shall adhere to the relevant to them provisos, made between the Bank and the Client, and relating to the said services. In particular, the Bank shall accept incoming payment orders, relating to a payment account of the Client, as well as requests for information about a payment account of the Client, submitted through an AISP/PISP and conditioned on the Client's authentication, as initiated by the latter. The Bank shall not be held liable for provision by the Client to AISP/PISP of his/her personalized means for access to the payment account with the Bank. Account Information Service Providers (AISP) shall not be entitled to submit orders for execution of payment operations from a payment account of the Client with the Bank.

6.17.D. The Bank shall be entitled to refuse access for an AISP/PISP to a payment account, if it has found or upon having grounds to believe that there is unauthorized access or the Client's account is being accessed by the AISP/PISP for attempted fraud purposes, including unauthorized initiation of a payment operation or initiation of a payment operation for attempted fraud purposes. In cases falling within the scope of the preceding sentence, the Bank shall employ due efforts to inform the Client, except when the provision of such information is not permitted for security reasons or in view of complying with regulatory requirements, or in view of observing regulatory requirements, thwarting the provision of information to the Client.

#### **VII ONLINE BANKING, MOBILE BANKING AND ELECTRONIC NOTIFICATIONS**

7.1. UBB clients can use online banking (Internet banking at the following web address <https://ebb.ubb.bg>), 24 hours a day, seven days a week, as payment orders shall be executed within the business hours of the Bank in accordance with the specified in the Tariffs deadlines for acceptance and processing of BGN and FX transfers. The terms and conditions, instructions and the technical requirements for using the service are published at the online banking web page in *Security, Frequently Asked Questions and Help* sections.

7.2. The Client shall have to personally request the online

banking service either through online registration via the Bank's webpage [www.ubb.bg](http://www.ubb.bg), or in its branch network.

7.2.1. Upon online registration the Client shall sign remotely an agreement for the service and shall be granted access to a limited number of services.

7.2.2. Upon registration in the Bank's branch network, the Client shall indicate access rights, involving passive and/or active operations and shall sign an Agreement for using the service.

7.2.3. Upon conclusion of the Online Banking Agreement with the Bank, the Client shall sign an Online banking Registration Card, stating the numbers of the accounts, for which he/she would like to receive information or effect banking operations through the online banking channels.

7.2.4. (amended on 08.07.2019, effective as of 14.09.2019) In order to use the online banking services, the Client shall also provide a mobile phone number, needed for receipt of SMS passwords/ codes for activation and verification.

7.2.5. (new, adopted on 08.07.2019, effective as of 14.09.2019) Clients with an e-mail address, verified through online banking and not registered in UPAY payment gateway, shall obtain automatic access to the said gateway and they shall be eligible to use the gateway following acceptance of UBB AD General Terms on Using the Payment Gateway by Individual Clients. Information about the verification procedure has been published on the online banking web page within *Frequently Asked Questions* and *Help* sections.

7.3.1. (amended on 08.07.2019, effective as of 14.09.2019) Upon login to the online banking system purposes the Client needs to authenticate himself/herself with a user number, a login password for online banking and have to enter a uniquely generated one-off code/password:

- a) received through an SMS to the mobile phone number of the Client, provided as per It. 7.2.4 or
- b) generated by a hardware device, property of UBB, or
- c) generated by a mobile application for iOS and Android operating systems.

7.3.2. (amended on 08.07.2019, effective as of 14.09.2019) Upon executing orders for payment transactions, the Client shall need to additionally enter a uniquely generated dynamic code/password:

- a) received through an SMS to the mobile phone number of the Client, provided as per It. 7.2.4 or
- b) generated by a hardware device, property of UBB, or
- c) generated by a mobile application for iOS and Android operating systems.

7.3.3. (amended on 08.07.2019, effective as of 14.09.2019) Upon intrabank fund transfers between own accounts of the Client, as well as upon payments to accounts of trusted beneficiaries, specified by the Client, the requirement under It. 7.3.2 shall not be applied.

7.4. The signing of a Client's instructions to the Bank during the execution of operations within the online banking system through the authentication and signing means, as indicated in Art.7.3, shall have the effect of an electronic signature within the meaning of the Electronic Document and Electronic Authentication Services Act (EDEASA), as, on the grounds of Art. 13, Para.4 thereof the Bank and the Client shall agree that in their mutual relations they shall deem such signatures handwritten.

7.5. The online banking services shall be used only upon the personal instruction of the Client. The empowering for using the online banking service shall be made while observing the

requirements in the present General Terms.

7.6. Online banking offers the following services: information about current balance on accounts; information about account movements; reports on initiated fund transfer orders for direct debits; information about foreign currency exchange rates; information about utility bill payments and changing the mode of their effecting; registration and withdrawal of consent for utility bills' payment; payment of obligations for utility services with a credit card; ordering of intrabank and interbank transfers, as well as direct debit transfer orders; processing of received transfer orders for direct debits; FX transfer orders, purchase-sale of foreign currency between accounts of the Client; opening of accounts and deposits for natural persons; information about credit cards - checking disposable limits, latest monthly statement, recent transactions, repayment of an utilized credit limit; submitting of orders for trade in securities, for which an agreement for brokerage services has to be signed in advance at a branch of the Bank; adding of existing accounts with UBB for access through the electronic channels; request for debit card issuance by receiving a PIN code via SMS; payment of liabilities for local taxes and fees; changing of system login passwords; changing of a registered e-mail address.

7.7. The Bank shall reserve itself the right to add new and amend the above listed services, while informing its clients through the respective channels and at its internet page.

7.8. The Bank shall be entitled to determine limits for the execution of payment operations through online banking and introduce other restrictions, as well as establish additional requirements, including procedural ones, when this is necessary due to requirements of the effective legislation or for security maintenance reasons in accordance with the technical standards and conditions for online banking.

7.9. Changes, relating to the Client's online profile and his/her access to online banking products and services shall be executed, as follows:

7.9.1 through the online banking channels - as regards the products and services, for which such functionality has been enabled;

7.9.2. After submitting a Data Amendment Card with the necessary changes, signed by the Client at the Bank's branch network;

7.9.3. By a request through the Client Contact Centre.

7.10. Fund transfers through the online banking channels shall be effected, while observing the following terms and conditions:

7.10.1. Fund transfers between residents and non-residents, as well as cross-border transfers shall be effected while observing the requirements of the Currency Act and the enactments on its application.

7.10.2. The Bank may require the presentation of documents in electronic or paper form, in accordance with the requirements of the effective legislation;

7.10.3. Payment documents with a specified future value date for execution shall be processed on the date, indicated in the payment document, as the processing shall be effected automatically one-off at the beginning of the system day, upon ensured sufficient available balance in the account as at the previous day end.

## Mobile banking

7.11. (amended on 21.10.2019, effective from 01.11.2019) Upon signing an online banking agreement the Client is being provided with the opportunity to make inquiries on the accounts, requested for access via online banking, as well as to request and use all offered services and effect particular transactions via the specialized application for mobile devices on iOS and Android operating systems, called Mobile Banking.

7.12. The instructions and the technical requirements on installing and using the application, as well as the comprehensive list of transactions and services, accessible through the mobile application, are described in *electronic banking Channels* section on [www.ubb.bg](http://www.ubb.bg), as well as in *Security Recommendations* and *FAQ* sections of the specialized mobile banking application. .

7.13. The rules and regulations for online banking in the present General Terms shall also be applicable to the mobile banking, unless indicated otherwise herein or in the online banking agreement.

7.14. For activation of the mobile banking application the Client shall identify himself/herself by entering the valid for online banking user name, login password and code, sent to his/her mobile phone. For access, inquiries, registration for services and placing payment orders with the Bank the Client shall authenticate himself/herself with the PIN code or fingerprint login, set upon activation of the mobile banking application, as well as with an embedded software token.

7.15. The signing of the Client's statements to the Bank, including upon the execution of operations through the mobile banking application via a PIN code or fingerprint, as well as in a combination of selecting/markings of fields and/or buttons, and/or menus for statement and/or confirmation by the client in the Mobile Banking, shall represent an electronic signature within the meaning of the Electronic Document and Electronic Authentication Services Act (EDEASA), as, by virtue of Art. 13 Paragraph 4 of EDEASA the Bank and the Client agree that they shall consider this signature handwritten in the relationship between them.

7.16. In case the Client operates with the specialized application through a compromised (rooted or jailbroken) device, upon each and every login in the application there will be a warning message on the screen of the device. The Bank shall not be held liable for payment operations, effected through using the specialized application from a compromised (rooted or jailbroken) device.

#### **Electronic notifications**

7.17. (With effect from 01.07. 2019) The Bank's clients may subscribe for the Electronic Notifications service at a branch of the Bank, through online and mobile banking or through the Client Contact Centre. Through this service they will receive information via SMS/Viber/e-mail for their account movements and monthly account balances and via SMS/Viber for transactions with bank cards, as by submitting the request they also acknowledge acceptance of the terms and conditions for using the service, integral part thereof.

7.18. (With effect from 01.07.2019) A fee shall be due for the sending of SMS/Viber messages as per the Bank's Fees and Commissions' Tariff. The Bank reserves its right to send a determined by its number of free-of charge SMS messages to the mobile phone number, stated by the Client to the Bank, concerning transactions with bank cards, as the Client shall be entitled at any time to explicitly refuse their receipt at a branch

of the Bank.

#### **VIII. BANK CARDS**

8.1. The bank payment card is a type of payment instrument, on which information has been recorded electronically and which is used repeatedly to authenticate the Client to whom the card has been issued. It provides remote access to the funds in a bank account and/or to a pre-defined credit limit, negotiated between the Client and the Bank.

8.2. The Bank (also referred to in this Section as Issuer) shall issue bank payment cards (debit and credit ones) with requisites, in accordance with the standard requirements of the respective international card payment organization (ICO) and with a personal identification number (PIN code), for Visa and Mastercard-branded cards also printed (embossed) name of the Client on the front side.

8.3. The card is property of its Issuer and shall be provided for use to the Client following the signing of a respective application and the other needed documents.

8.4. The Bank shall issue international debit cards and revolving credit cards with a grace period, bearing the logo of the International Card Organizations (ICO) VISA and Mastercard. The debit and credit cards, issued by the Bank, can be used in this country and abroad.

8.5. The card shall be issued with validity over a fixed period of time, which validity shall be written in a MM/YY (month/year) format on the front side of the card and shall expire on the last calendar day of the indicated month.

8.6. According to the manner of disposable balance formation, the bank cards, issued by UBB shall have:

- disposable balance, based on the actual account balance (own funds);
- disposable balance, based on a provided overdraft on the account; The amount, conditions and collateral of the overdraft are stipulated in a separate Overdraft Agreement;
- disposable balance, based on a granted revolving loan, which can be utilized only through the Card. The amount, conditions and collaterals for the overdraft loan shall be stipulated in a separate agreement between the Bank and the Client;

#### **Bank card issuance**

8.7. For having a card issued to him/her the Client shall fill in an Application form, in which he/she shall provide to the Bank the data, needed for card issuance.

8.8. In order to have a debit card issued the Client shall have to be a holder of a current account or of a Payment Account with Basic Features.

8.9. Several debit cards can be issued to one account for either the Client, or for additional cardholders, nominated by him/her.

8.10. The Bank shall issue additional cards upon the request of a Client -holder of either a current account or a Payment Account with Basic Features, which request shall have to be submitted at an office of the Bank. The Client shall state in the application data about the additional cardholder, as he/she may also determine individual limits for using the additional card.

The additional card enables the effecting of all payment operations, as determined in accordance with the present General Terms. The limits under the additional card may be amended only by the Client - holder of the current account, through submitting a request at an office of the Bank. A cardholder of an additional card shall be entitled to:

a. Receive the card in person, while becoming equally responsible for the card's storage and usage as is the Client - holder of the current account;

b. dispose through the additional card, issued to him/her, of the funds in the account, to which the said card has been issued;

c. The Cardholder of an additional card shall be entitled to temporarily block the card, issued in his/her name without stating a reason for that or due to the card's loss/theft.

8.11. For credit card issuance purposes the Bank shall make an assessment of the Client's creditworthiness, based on the data in the Application and the information, accessible through public registers in Bulgaria.

8.12. The card shall be issued along with a 4-digit Personal Identification Number /PIN/, which is unique and known only to the Client. The Personal Identification Number / the PIN code shall be provided via SMS to a telephone number personally stated by the Client, or on a hard copy, if the Client has explicitly indicated that.

8.13. The Client's PIN code is a strictly personal, 4-digit code, which is being entered on the keypad of the ATM or through the electronic POS terminal, equipped with a special PIN-entry device and serves for proving the Client's identity upon PIN-based transactions.

8.14. As from receipt of the card and PIN code the Client shall assume full responsibility for their safekeeping.

8.15. UBB provides the following options for obtaining a PIN code to the clients using a bank payment card(s):

- on a hard copy for Clients, who have explicitly stated this manner of receipt;
- via SMS to a mobile telephone number, personally submitted by the Client at the Bank. The bank payment card shall be provided to the Client together with a letter of instructions for the necessary steps to receive a PIN code via SMS.

8.15.2. Upon receipt of a card and a PIN code on a hard copy, the Client shall check whether the number, embossed on the front side of the card corresponds to that, indicated in the PIN-containing envelope. Upon full match the Client shall sign in the signature field on the reverse side of the card in the presence of an employee of the Bank and shall acknowledge the card and PIN code's receipt through his/her signature. In case of discrepancy UBB shall issue a new PIN code at its own expense.

8.15.3. The SMS through which the Client claims the PIN code's receipt shall be charged as per the mobile operator's tariff for this type of messages and it shall be borne by the Client.

8.15.4. The Client shall be entitled to send an SMS with a request for a PIN code within 90 days from the card's production.

8.15.5. Upon 3 SMS sent with incorrect data, the service shall be terminated. The Client shall be entitled to call the Contact Center once or to visit a branch of the Bank to get assistance in unblocking this service.

8.15.6. In case the service is blocked for a second time, the Client shall have to submit a request for issuance of a new PIN

code on a hard copy at a branch of the Bank or for re-issuance of a card with a PIN code via SMS.

8.15.7. Upon successful authentication the system generates back an SMS, containing the 4-digit PIN code.

8.16. The card and the PINcode (on a hard copy or an electronic copy) shall be stored by the Bank during a period of 3 /three/ months as from the date of their issuance. If within this period the card and PIN code have not been received by the Client they shall be destroyed.

8.17. The Client may effect transactions with the card 4 /four/ hours after receipt of the PIN code and the card, at the latest.

### Operations that can be effected with a card

8.18. The following operations can be effected with the card:

8.18.1. Withdrawal of cash at ATM terminal devices, designated with the trade mark of the respective International Card Organization (ICO) and specifically indicated brand of the card organization's respective product;

8.18.2. Electronic payment for goods and services at merchants, through POS terminal devices, designated with the trade mark of the respective ICO and the specifically indicated trade mark of the card organization's respective product, as well as internet payments;

8.18.3. Withdrawal of cash at branches of banks or other financial institutions through POS terminal devices, designated with the trade mark of the respective International Card Organization;

8.18.4. Transfer of funds at an ATM between accounts of the Client, specified in advance and linked to the card;

8.18.5. Payment of utility bills;

8.18.6. Inquiry and other payment and non-payment operations

8.18.7. Other services, rendered by the Bank.

8.18.8 All 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 Issuer's authorization system, to which the terminal device from which the transaction is being performed is connected via telecommunication environment.

8.18.9 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 needed, within limits, as defined by the respective International Card Organization. Upon transactions in offline mode, the available balance or credit limit may be exceeded.

8.18.10. Contactless cards of Visa and Mastercard brands at POS terminal devices, designated with the respective contactless functionality insignia ))) , have also enabled contactless payment functionality, by approaching the card to a special contactless reader, without inserting /driving the card through a POS terminal device.

8.18.11. Contactless payments can be effected:

- On Bulgaria's territory - up to the offline mode limit, determined by the International Card Organizations (ICO) and the Bank, without entering a PIN code and/or laying a signature on the document for the effected operation;

- Beyond Bulgaria's territory - up to a limit for the respective country, as approved by the ICO and the bank, servicing the terminal device, in offline mode, without entering

a PIN code and/or laying a signature on the document for the effected operation;

- Above the limit, approved by the ICO and the Bank for the respective country, the transaction shall be effected either in a contactless manner in online mode 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 and/or laying a signature on the document for the effected operation.

8.19. The Bank shall reserve itself the right to either expand or narrow the scope of operation types, which the Client has been enabled to effect with the card, as information about that can be obtained at the Bank's branches or on its website.

### **Rights and obligations of the parties in line with the issuance and use of debit and credit cards**

8.20. The Client shall be entitled to:

8.20.1. Effect operations with the card, in accordance with the present General Terms and up to the amount of the disposable balance in the account, linked to the card, respectively up to the agreed credit limit and in accordance with the limits per transaction types;

8.20.2. Specify limits for payment with an additional card (issued to the main one), which to be stated in the application for card issuance;

8.20.3. Request de-blocking of the card upon entered three consecutive wrong PIN codes;

8.20.4. Request issuance of a new PIN code on a hard copy or re-issuance of a card with a PIN code that shall be received electronically via SMS upon having forgotten the current one or change the PIN code at an ATM of the Bank or at ATM terminals of other Bulgarian banks regarding cards, which system operator is BORICA.

8.20.5. Request through the Contact Center or directly in a branch of the Bank a one-off unblocking of the service - PIN code via SMS.

8.20.6. Request in writing or through the Client Contact Centre the issuance of a new card upon having lost, destroyed or been unlawfully deprived of the card and receive the new card and PIN code in person from the Issuer.

8.21 The Client shall undertake:

8.21.1. To receive the card and the PIN code on a hard copy at the Bank in person. In case he/she is unable to receive the card in person the Bank shall courier the card and the PIN code on a hard copy in separate parcels, as the expenses shall be borne by the Client (valid only in the cases when the Client resides abroad either temporarily or permanently).

8.21.2. Upon receiving the card he/she shall have to immediately lay his/her signature in the designated field (signature band) on the reverse side of the card in a manner, corresponding to the signature on his/her identity document;

8.21.3. To memorize the PIN code to the card and destroy the receipt or to delete the SMS with the received PIN code, without disclosing his/her PIN code to third persons, including family members or other relatives;

8.21.4. To provide an updated mobile telephone number in person, through which he/she shall receive a PIN code via SMS.

8.21.5. Not to write down his/her PIN code anywhere and undertake all other measures for keeping the PIN code in secrecy, including not to use the same PIN code for too long.

8.21.6. Upon changing the PIN code, to use codes which do not contain subsequent or repeating numbers, birth dates, digits of the Personal ID Number (EGN), telephone numbers, vehicle registration plate numbers, or other numbers which are easily recognizable or associated with the Client.

8.21.7. To initiate all necessary measures for keeping the PIN code in secrecy, incl. concealing it well any time upon entering it;

8.21.8. Not to disclose or provide in some other way the card number to third persons, having no relation whatsoever to the card servicing and the operations, effected with it;

8.21.9 The Client shall undertake to immediately contact the Bank upon becoming aware of:

- destroying, loss, theft, misappropriation or unauthorized use of the bank card, as well as a third person's becoming aware of the PIN code;

- effecting of a transaction with the bank card, which has not been authorized by the Client;

8.21.10 For the circumstances, listed in the previous item, the Client shall have to inform the Bank via its Client Contact Centre.

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

8.21.12. To sign, in case the terminal device requires it, on the sale or cash advance receipts, printed by the POS terminal in a manner, corresponding to the signature on the reverse side of the card and to the signature on the identity document, by which he/she acknowledges his/her acceptance of the effected transaction;

8.21.13. To identify himself/herself with an identity document, in case asked to do so by the respective merchant, accepting payments with bank cards;

8.21.14. To return the card to the Bank upon occurrence of any of the events below - damage, expiry of the card period, callability ahead of maturity of the utilized credit limit or termination of the Bank Card Agreement - within a one-month period of the validity expiry date, respectively the date of the agreement's early termination;

8.21.15. To maintain in his/her accounts sufficient funds for covering all payments, effected with the bank card and the fees and commissions, due to the Bank;

8.21.16. Not to exceed the approved credit limit under the credit card, respectively upon operations, related to debiting the account, servicing the debit card, to use funds up to the account balance, however not more than the specified limit for the respective operation type;

8.21.17. If the Client permits the amount of funds, utilized through the card to exceed the disposable balance/limit, the Bank shall be entitled to debit all accounts of the Client with the Bank with the excess amount, for which the Client shall provide his/her explicit consent, including, when necessary, through purchasing of foreign currency funds in the Client's accounts and their conversion at the Bank's exchange rate on the transaction date.

8.21.18. To keep repayment deadlines of all his/her liabilities, originating from the card's usage;

8.21.19. In case after a notification under Item 6.7 of Section VI, he/she has found the card then he/she shall have to immediately inform the Bank and deliver it to its nearest branch.

8.22. The Bank shall be entitled to:

8.22.1. Define the maximum amounts (limits) and the number of transactions for operations, effected with the card over a certain period, by informing the Client in the bank's halls, on its internet page, in the monthly statements or through some other appropriate way, of made amendments in the limits.

8.22.2 Reject authorization requests upon exceeding the disposable balance in the account, servicing the bank card, respectively upon exceeding the disposable limit under a credit card, transaction limits, non-observance of the requirements for using the card, expiry of its validity period, as well as other discrepancies in the data; reject authorization requests or apply reduced transaction limits upon high risk of abuse in accordance with a methodology, applied by the Bank. .

8.22.3. Block the card usage upon entered three consecutive wrong PIN codes, upon non- performance by the Client on obligations under the Bank Card Agreement or the current General Terms, upon past due installments, or in view of protecting the Client interest.

8.22.4. At any time transfer (assign) to third persons fully or partially his/her receivables under the agreement for credit card issuance.

8.23. The Bank shall undertake to:

8.23.1. Upon a forgotten PIN code or a lost/ stolen or compromised card, to re-issue a new card with a new PIN code via SMS or only a new PIN code on a hard copy within a period of 3 (three) business days, with effect from the date of submitting the re-issuance request, as per Art.6.14;

8.23.2. Ensure the return of the card or its reissuing as quickly as possible within 3 (three) business days of the notification by the Client, in case of retaining the card in the ATM terminal device, property of the Bank, due to the latter's technical malfunction;

8.23.3 Block the online operations with the card immediately after receiving the Client's notification thereof.

8.23.4 The Bank shall provide Mastercard and VISA with information about the parameters of the Client's card, the sum of its coverage and its assigned limits.

8.23.5. Cooperate for resolving cases of chargebacks upon full documentation provided on a timely basis by the Client, in compliance with the rules of the respective ICO, as reflected in the requirements of the Bank.

8.23.6 Upon receipt of a Chargeback Form by a Client, the Bank shall initiate a procedure for ascertaining the authenticity of the operation/s and the lawful use of the bank card, including its personalized security features. Objections shall be considered in accordance with the procedure and deadlines, as determined by the International Card Organizations Mastercard Inc. and Visa Inc.

8.23.7. Ensure the inaccessibility by persons other than the user of the payment instruments' personalized security means.

8.23.8. Store over a 5-year period information, allowing for the tracking of operations, effected with a payment instrument;

8.23.9. Create the needed technical and other prerequisites for free-of-charge acceptance of notifications by the users under Item 8.21.8 at any time, 24/7.

8.24.1 *Verified by Visa* (VbV) and *MasterCard Secure Code* is a trademark of the programmes of the international card organizations Visa International and Mastercard Worldwide, using 3D Secure protocol for authenticating the Client at the moment of performing transactions with Internet merchants, involved in the programmes.

8.24.2 *3-D Secure Code* is a Client's personal code, linked to a particular card, which is being used to confirm his/her identity upon effecting payments via the Internet with merchants, involved in the Verified by Visa and MasterCard Secure Code programmes, for payments' security enhancement purposes.

8.24.3 The one-time password is a 6-digit dynamic 3-D Secure code, received through a free of charge text message on the Client's mobile phone during an online purchase, which code is valid exclusively and only for the particular payment. The text message is being generated automatically by the system at the moment of the final payment confirmation by the Client when making an online transaction via virtual POS terminal devices.

8.24.4 The Bank shall ensure free of charge mandatory *Verified by Visa* and *MasterCard Secure Code* authentication of clients, upon making online transactions through the *Secure Internet Payments* service of the bank payment cards in the case when the merchant to be paid is also involved in the Programme.

8.24.5 Upon effecting of transactions without the physical presence of the card, the Client shall be obliged to use the *Secure Internet Payments* service through entering a dynamic 3-D Secure code (one-time password) for payment at merchants, maintaining 3D Secure protocol for cards of the *Debit MasterCard PayPass*, *MasterCard Standard*, *MasterCard Gold*, *Visa Electron* and *Visa Classic* brands.

8.24.6. The entry of a correct dynamic 3-D Secure code (one-time password) shall have the effect of an entered PIN code.

8.24.7. Each transaction upon electronic payment, which has been confirmed through a dynamic 3-D Secure code (one-time password), shall be deemed effected, with the Client's awareness, involvement and/or consent.

8.24.8. The registration of newly issued bank cards for the *Secure Internet Payments* service shall be made automatically by the Bank and shall be available within 4 hours after the card has been submitted for activation.

8.24.9. In view of having the service properly rendered the Client shall be obliged to provide to the Bank his/her recent mobile phone number. The Bank shall not be held liable for submitted incorrect/inaccurate data or for the Client's refusal to provide the requested information.

8.24.10. The Client shall be obliged, upon a change in his/her mobile phone number, to immediately visit the Bank and provide information about the occurred change in writing.

8.24.11. The dynamic 3-D Secure code (one-time password), entered during an online payment is one-time and valid only for the particular transaction, corresponding to the respective 4-digit purchase number, displayed on both the user's screen and in the text message, containing the dynamic 3-D Secure code (one-time password).

8.24.12. If, while shopping the Client has made three consecutive attempts to enter a wrong dynamic 3-D Secure code (one-time password), the card's usage at merchants, maintaining 3D Secure protocol shall be blocked. The Client shall have to refer to an office of the Bank and fill in a service de-blocking request, as the Bank shall undertake to activate the

## Secure Internet Payments.

General Terms of UBB AD on Payment Services for Individuals

In effect as from 01.03.2010, supplemented on 15.11.2011, on 17.05.2013, on 28.04.2014, on 23.07.2014, on 21.11.2014 - in effect as from 27.01.2015, on 02.02.2015 - in effect as from 02.04.2015, on 02.11.2015, on 19.09.2016, on 23.10.2017 in effect as from 01.01.2018, on 18.12.2017 - in effect as from 01.01.2018, on 30.04.2018, in effect as from 09.07.2018., on 03.09.2018, in effect as from 05.09.2018, on 14.01.2019, in effect as from 01.02.2019, on 04.02.2019, in effect as from 18.04.2019, on 05.03.2019, in effect as from 12.05.2019, on 13.05.2019, in effect as from 01.07.2019, on 01.07.2019, in effect as from 22.07.2019, on 08.07.2019, in effect as from 14.09.2019, on 30.09.2019 and 21.10.2019, in effect as from 01.11.2019.



service against payment of a fee as per the currently effective Tariff.

8.24.13. The Client shall undertake to use the dynamic 3-D Secure code (one-time password) with due diligence, while initiating all necessary measures to thwart a third persons' becoming aware of and using this code, as he/she shall be obliged to use the dynamic 3-D Secure code (one-time password) only and solely in person.

8.24.14. The dynamic 3-D Secure code (one-time password) is a personal identification feature of a payment instrument and the Client shall have all the obligations for its safekeeping, as those referring to the PIN code hereunder.

8.24.15. The Client shall be obliged not to provide information about the dynamic 3-D Secure code (one-time password), irrespective of the source and manner of receiving the inquiry, except for the cases of effecting payments on websites of merchants, maintaining 3D Secure protocol, known under the *Verified by Visa* or *MasterCard Secure* trademark.

8.24.16. The Cardholder shall be obliged to immediately inform the Bank upon received inquiries about his/her dynamic 3-D Secure code (one-time password) from any sources, communication means and on any occasions, other than payment on a merchant's website in the internet.

8.24.17. The Bank shall not be held liable for losses of the Client, caused by misuse of a card for transactions at internet merchants and resulting from other persons' having become aware of the dynamic 3-D Secure code (one-time password), in case prior to becoming informed by the Client it has effected in a bona fide manner and performed the accounting treatment of the operations, ordered with the card through using the dynamic 3-D Secure code (one-time password).

8.24.18. The Bank shall be entitled to refuse the processing of a payment reclaim, if such is not accompanied with all the needed documents or has been submitted after the relevant deadline.

### Insurance of the Client

8.25. The Bank shall offer to the Client to be included at his/her expense in the insurance programs for cardholders of credit/debit cards, provided by UBB's partner insurance companies. Upon his/her consent the Client shall sign an insurance policy, a certificate or another document, issued by the insurers.

8.26. The insurance premiums shall be paid by the Client, in accordance with the agreed in the card issuance agreement, by deducting those from the approved credit limit /for credit cards/ or from the current account, servicing the debit card /for debit cards/, of which the Client shall give his/her irrevocable consent.

8.27. The entry into effect and termination of the insurance policies, the covered events 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.

8.28. Upon compensation payments under credit cards, the Client shall agree all insurance indemnities to be transferred directly to the Bank and to be used for repayment of the Client's liabilities under the credit card issuance agreement and the General Terms.

8.29. In case the insurance indemnities and amounts, received from insurers, do not cover in full the credit card liabilities of

the Client to the Bank, the Client or his/her heirs shall repay the remaining amount with own funds.

8.30. In case the insurance indemnities and amounts, received from insurers, exceed the Bank's amounts receivable under the credit card, the difference, after the full repayment of the amounts due to the Bank, shall be transferred to an account of the Client, respectively to such of his/her heirs.

8.31. The insurance programs' validity is 365 days and shall be automatically renewed each year, as well as after a card's re-issuing.

8.32. The Client shall agree, upon an occurred insured event, that the Bank shall provide such information to the Insurer, as necessary for payment of the indemnity.

8.33. Additional information regarding the insurance programs is available at: <http://www.ubb.bg/individual-clients/saving-accounts/zastrahovki-kym-debitni-i-kreditni-karti>

### IX. CLIENT CONTACT CENTRE

9.1. The Client Contact Centre renders over-the-phone services to existing and potential clients of UBB, as follows:

9.1.1. General banking information, relating to products and services, interest rates, fees and commissions, branch network, locations of ATMs and others;

9.1.2. Detailed (individualized) information, relating to used products;

9.1.3. Effecting of amendments to client data, non-requiring presentation of documents;

9.1.4. Making of changes on products, used by the Client, non-requiring change in the main parameters (interest and fees) of the utilized product. For the purpose the Client should have signed an agreement for the respective product;

9.1.5. Effecting of actions, relating to payment cards' administration – blocking, de-blocking, reissuing etc. For the purpose the Client should have signed a bank card agreement;

9.1.6. Change in the confirmation mode for utility bills' payment. Upon a selected automatic payment mode the Client shall indicate the respective account /card, from which payments of obligations under a particular identification number will be effected. There is an option to enter/change the maximum amount of the limit per each individual identification number

9.1.7. Servicing of Clients of UBB's online banking, adding/removing an account, adding/changing a mobile phone number for receiving SMS passwords, request for printing a new login password. For the purpose the Client should have signed an Online Banking agreement;

9.1.8. Effecting of active operations – financial transactions within the system of UBB;

9.1.9. Accepting complaints from clients;

9.1.10. Effecting of outgoing phone calls to current or potential clients of the Bank.

9.1.11 online communication with current or potential clients of the Bank.

9.2. The Bank shall reserve itself the right to add new and amend the above listed services, while informing its clients through the respective channels and on its internet page.

9.3. For the purpose of guaranteeing the security during the holding of the conversation the Bank shall require authentication of the clients in accordance with the used over-the-phone services and shall record the telephone conversation with the Client for the purpose of improving the service-rendering process and performing a check upon complains by clients.

9.4. With regard to effecting financial transactions and certain active operations, the bank shall require authentication with a user number and a one-time password. Upon the client's willingness, the authentication with a user number and a one-time password may also be applied when using other services through the Client Contact Center.

9.5. The authentication means under Item 9.4. shall be received after completing a registration for the service at a branch of the bank or directly through the Client Contact Center, for clients of the online banking service.

9.6. Upon provision of individualized information on the utilized products and services, performance of changes on client data and used products, as well as receipt of client complaints, the Bank shall authenticate its clients by questions, based on the client's registration data. With regard to provision of general banking information, clients' authentication through one-time passwords shall not be required.

9.7. A comprehensive list with the transactions and authentication types is being published in the bank's official website, at the following address [www.ubb.bg](http://www.ubb.bg)

9.8. The servicing of clients over the phone shall be only personal, it shall not be possible to provide information to and effect active operations for and by third persons.

9.9. Upon initiating the service for signing an agreement for banking products through the Client Contact Centre, the Remote Provision of Financial Services Act shall be observed.

9.10. The effecting of active operations, offered by the Bank through the Client Contact Centre, shall represent a payment instrument. This payment instrument stands a remote account access method, together with bank cards and online and mobile banking, as described in the respective section of the present General Terms.

## X. RESPONSIBILITIES OF THE PARTIES

### General Provisions

10.1. The Bank shall not be held liable for transactions and legal relations, with regard to which the respective payment instrument or bank account is being used. The Client shall be held responsible for all his/her actions and obligations, originating from the use of a payment instrument or bank account, including after terminating the Agreement.

10.2. The Client shall be obliged to use the bank account, opened with the Bank, or the payment service, provided by the Bank in compliance with the effective legislation, these General Terms and the special conditions, applicable to the respective bank account or payment service. The Client shall be obliged to act with due diligence, as she/he shall neither use the bank account or payment service, nor shall he/she permit third parties to use those for performing actions or achieving goals that are prohibited by law or may infringe upon the Bank's good reputation.

10.3. In case of imposing restrictions on the part of local or foreign government authorities, which impede the effecting of a transaction and block the latter, UBB AD shall inform the Client immediately, as well as render him/her the necessary assistance.

10.4. The Bank shall not be held liable for transaction amounts, blocked due to order of either local or foreign government authorities, in accordance with imposed restrictions.

10.5. The Bank shall be entitled to block at any time the utilization of the account by the Client, including blocking entirely or partially the available funds in the account, as well as the payment instruments, used to access the account, in case of information that funds have been received in the account as a result of fraud. For this act of the Bank the Client shall give her/his unconditional and irrevocable consent by accepting these General Terms and signing the account agreement.

10.6. The Client shall be responsible for orders, submitted by individuals, who have not been duly authorized through his/her fault, such as: individuals, who have presented a power of attorney, compiled by the Client and containing vague provisions, or individuals, to whom a payment instrument has been provided by the Client, which instrument is intended only for personal use.

10.7. The Client, who has ordered the payment, shall be held liable for the consequences, occurred as a result of the wrongful or imprecise filling in of payment documents.

10.8. The Bank and the Client shall not be held liable for the non-performance on their obligations in relation to an agreement for using a payment instrument or a payment account, 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, which are beyond their control. Upon suspicion on the part of the Bank as to fraud or security threats, relating to the payment services, rendered to the Client, the Bank shall employ due efforts to inform the Client.

10.9. The bank shall not be held responsible, in case a payment operation 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.

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

10.11. In the cases of remote submission of payment orders, the Bank shall maintain an archive of the conversation with the Client and all initiated operations through the respective channels. As a proof in case of chargebacks the archived data for each effected operation shall also be reviewed.

10.12. In the cases when the Bank is held liable for imprecisely effected, erroneous or unauthorized operations, in order to have its responsibility engaged, it is a mandatory condition for the Client to have informed the Bank of the imprecise, erroneous or unauthorized transaction without unjustified delay, after having received information about its effecting.

10.12.1. Informing without unjustified delay shall mean within 24 hours, counted from the moment, in which the

Client has become aware of the effected, but unauthorized by him/her transaction;

10.12.2. In all cases unjustified delay shall be considered the expiry of more than 14 (fourteen) days from the moment, in which the Client has received or respectively could have received (had such option been chosen) a statement on the movement on his/her account. The moment, in which the Client could have received a statement, shall be considered that moment, in which the report on effected transactions was available in online or mobile banking, UPAY payment gateway, the Client Contact Centre or at a bank's branch.

10.13. When the Client has had an objective impossibility to receive a statement, provided upon demand, however more than 13 (thirteen) months have elapsed since the debiting of his/her account, the Bank shall not effect payment operations for rectification purposes.

10.14. The Bank shall be held liable for the damages, inflicted upon effecting of unauthorized or imprecisely performed operations through the use of a payment instrument, on condition that the Client has performed on his/her obligations for protecting the personalized security features of the payment instrument and his/her obligations under Art. 6.3.-6.5. and Item 8.21.

10.15. The Bank shall not be held liable, in case the Client's actions have been targeted at committing fraud or he/she has not observed his/her obligations for protecting the payment instrument and/or its personalized security features, nor his/her obligation to timely inform the Bank, due to malice or utter negligence. Utter negligence within the meaning hereof shall mean the following non-exhaustively listed cases of failure to protect either the payment instrument and/or its personalized security features on the part of the Client:

10.15.1. The Client has failed to observe the requirements and the recommendations of the Bank, described in *Security* Section, published at the online banking page, with regard to payment operations, effected through online banking or the security recommendations, described in the mobile banking application. The Client shall be obliged to inform himself/herself on a regular basis about amendments and supplements to those recommendations, as well as to observe them;

10.15.2. The Client has allowed the disclosure to and utilization by a third person of the former's means for electronic authentication, described in detail in Item 7.3 with regard to payment operations, effected through online banking.

10.15.3. The Bank shall not be held liable for any unreleased amount by a merchant, accepting payments with bank cards, initiated and approved by the Client and reserved for future payments.

10.15.4. The Bank shall not be held liable for any damages, losses and/or missed profits, incurred by the Client and related to the used by the Client Account Information Services, if the provision by the Client of personalized security means for access to the account with the payment services provider, servicing the account/s, with regard to which these services are being provided, has been made in breach of the concluded agreement between the Client and said provider.

10.15.5. The Bank shall not be held liable before the Client in case of fees, charged by the payment services providers, servicing the account/s, with regard to which the Account Information Services are being provided.

### **Imprecisely ordered payment operations – imprecise unique identifier (international bank account number – IBAN)**

10.16. The Bank shall not be held liable for reimbursement of the amount under a payment operation in case of a valid, but incorrectly stated unique identifier on the part of the Client-payer. In this case the Bank shall employ reasonable efforts in view of reimbursing the amount under the payment operation, for which the Client shall owe a fee, as specified in the Bank's Tariff, irrespective of the reimbursement efforts' outcome.

10.16.A. Should the amount's reimbursement be impossible, the Bank, upon a written request by the Client, shall provide him/her with the entire available information, to be used by him/her for recovery of the funds through the general procedure.

### **Imprecise text data**

10.17. In the cases when imprecise text data has been stated upon effecting a fund transfer, the stated unique identifier (IBAN of opened accounts) shall have priority.

### **Imprecisely and erroneously effected payment operations**

10.18. The Bank shall be held liable for consequences, occurred as a result of imprecisely effected orders of the Client.

10.19. When as a result of imprecisely effected by the Bank, but a correctly filled in payment order, an account has been credited with a different Account Holder than the one, stated in the payment order, the Bank shall reimburse to the Payer the amount of the imprecisely effected payment operation by the next business day, after it has been notified by the Payer or the Bank itself has established the error, as it shall initiate a rectification transfer to the beneficiary's provider of payment services.

10.20. In case the Client is a beneficiary of an imprecisely effected transfer, as a result of error of another payment institution, the Bank shall be entitled to effect a rectification transfer upon the request of the payer's provider of payment services within one month of the date, on which the payer's provider of payment services was informed of the error. The Bank shall make the correction within 5 days of receiving the rectification request from the payer's provider of payment services.

### **Operations, unauthorized by the Client**

10.21. The Client shall bear the losses, relating to all unauthorized payment operations, originating from the use of a lost, stolen or embezzled payment instrument, in amount not more than BGN 100 (one hundred Bulgarian leva), except for the cases when the payment instrument's loss, theft or embezzlement could not have been found by the Client prior to the payment and the Client has not acted with the aim to defraud or the damage has been inflicted by a Bank employee's omission or commission. In case of unauthorized payment operations, caused by the Client through either fraud or non-performance on one or more of his/her obligations for protecting the payment instrument's personalized security features and its obligations under Item 6.3 through Item 6.5 and Item 8.21 due to malice or utter negligence, the damage shall be borne by the Client, irrespective of its amount.

10.22. The Bank shall refund to the Client the value of the unauthorized operation and when necessary, shall restore the Client's account to its state, preceding the unauthorized operation, in accordance with the stated in this section, 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 Client of the unauthorized operation, except in cases when the Bank has well-founded suspicions about fraud and has informed the respective competent authorities thereof.

10.22.1. The Bank shall ensure to the Client the possibility to free-of-charge inform him/her of unauthorized transactions 24/7, non-business days included.

10.22.2. In case the Client has proven to the Bank that he/she has employed all reasonable efforts to inform it of an unauthorized by him/her transaction, but nevertheless he/she has not succeeded in that, then the Client's delay shall not be deemed unjustifiable.

10.22.3. In case unauthorized transactions have been effected after the moment of notification, the Client shall not bear any financial damages, unless he/she has acted through fraudulent means.

10.23.1. Malice or utter negligence in relation to non-observing the Bank's instructions for protection of the payment instrument can be established through, but not limited to: 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 (for payments with cards), before which a chargebacks procedure has been initiated.

10.23.2. The client shall provide his/her consent for the investigations under the previous Item 10.23.1., as well as render full cooperation for clarifying the circumstances, subject to the check.

10.24. In case of unsubstantiated chargebacks on the part of the Client, 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 Client, with regard to any used product, including also by making several or all of its receivables from the Client callable ahead of schedule.

10.24.1 In case upon completion of the procedure for establishing the operation's authenticity the chargeback has been found groundless:

- The Client shall bear all costs, pertaining to the chargebacks procedure;
- The Client shall pay a fee for an ill-founded reclaim, in accordance with the Tariff;
- Upon proven groundless chargeback, the reimbursed amount as per Item 10.22., shall be debited from the Holder'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 Tariff.

10.24.2. In the cases when the payment operation has been initiated through a Payment Initiation Service Provider (PISP), within the framework of its involvement it shall bear the burden of proof upon ascertaining the payment operation's authenticity, its proper registration and the fact that the operation has not been affected by a technical malfunction or by another flaw, pertaining to the payment service within its domain of responsibility.

## XI. TERMINATION AND RESCISSION OF AGREEMENTS FOR ACCOUNTS AND PAYMENT INSTRUMENTS

### Discontinuing the use of payment services

11.1. In case after a notification in accordance with the procedure of Section II *Communication between the Client and the Bank – becoming aware of the terms and conditions. Notifications, messages, statements*, the Client does not accept the new terms and conditions of the Bank, for which a 2-month notice period has been envisaged, he/she may either close his/her accounts or renounce the use of online banking or bank cards, by visiting a branch of the Bank and terminating the respective agreement.

11.2. If the termination notice has been given within the 2-month period, the operations for termination shall be effected upon the status quo terms. After expiry of the two-month period the operations, relating to the termination shall be effected in accordance with the newly entered into force terms and conditions of the Bank.

### Termination of an account agreement

11.3. In case the particular account agreement does not stipulate a specified period or a special condition for termination, the Client may terminate the account agreement at any time without notice, provided that he/she does not have liabilities to the Bank or there is no distraintment, imposed on the account. For the purpose the Client shall submit a request for account closing according to a sample form of the Bank in a branch of his/her convenience.

11.4. Account, to which there is an issued bank payment card, shall be closed only in case there are no blocked funds in the account under *pending*, i.e. already effected or future payments. Upon expiry of a 7-day period of occurrence of grounds for closing the account and after deducting all due by the Client fees, commissions and other expenses, the remaining account balance shall be paid out in cash at a teller desk or shall be transferred to another account, as indicated by the Client.

11.5. (deleted, effective from 01.11.2019)

11.6. The Bank may close an account, as follows:

11.6.1. Upon a 2-month written notice, sent to the most recent address, provided by the Client, which may also be an electronic one;

11.6.2. After expiry of the period, for which the account has been opened or occurrence of a resolute clause, specified in the Agreement.

### Termination of an agreement for a Payment Account with Basic Features

11.7.1. The Bank may terminate the PABF agreement unilaterally in the following cases:

1. When the Client has deliberately used the payment account for illegal purposes;
2. Upon non-effecting any payment operation on the account within 24 consecutive months;
3. When the Client has submitted false information to facilitate the account opening, so as to avoid refusal on any of the grounds under Item 4.7.B;

4. The Client no longer resides legally in the European Union;

5. The Client has subsequently opened another payment account with basic features with another Bank;

6. On the grounds, indicated in Item 11.18 and 11.19, Section XI hereof;

7. On the grounds, indicated in Item 11.6.1 of Section XI hereof;

11.7.2. The Bank may terminate the Agreement in the cases under Items 2, 4, 5 and 6 of Item 11.17.1 with a 2-month written notice, while in the cases under Items 1 and 3 – without notice, by informing the user of the reasons and grounds for termination. With the termination notice the Bank shall inform the user of the procedure for lodging a complaint against the termination as per Art. 174 of the Payment Services and Payment Systems Act and of the possibility to refer to the BNB and the Payment Disputes Reconciliation Committee.

### Termination of an agreement for online banking

11.8. The agreement for online banking is being concluded for an indefinite period of time.

11.9. The online banking agreement specifies a period for termination with a notice by either the Client, or the Bank. The termination of the online banking agreement shall also discontinue the access to the profile through the mobile banking application.

11.10. In case of a submitted notice for termination of the agreement, the Bank shall execute the operations, ordered by the Client prior to receiving the notification.

11.11. Upon termination of the agreement the Client shall be obliged to return all devices, received from the Bank in relation to using the payment instrument.

### Termination of a Bank Payment Card Agreement

11.12. The agreement shall be terminated through:

11.12.1. A notice in writing by the Client for refusal of the card's re-issuance, submitted one month before expiry of the card's validity period;

11.12.2. During the card's validity period, with a one-week notice in writing (Request) by the Client. The Client shall return the card upon submitting the request and shall be responsible for all transactions, posted in the Bank, irrespective whether their financial presentation in the Bank succeeds the date of the Agreement's termination. In such case the Client shall be entitled to a partial reimbursement of the paid fees for the residual period, over which the card has not been used.

11.12.3. In case of disagreement with the limits, fees or interest rate terms, defined by the Bank, in accordance with Item 11.1 hereof, the Client shall be obliged to return the card as of the moment of submitting the notification and repay all amounts due. In case as of the date of the notification there are non-repaid equal monthly installments for purchase of a commodity from a merchant, the Client shall owe all installments, as the added costs shall be excluded from their total amount.

11.12.4. Unilaterally by the Bank – upon the Client's failure to appear and receive a new Card within a period of 3

/three/ months, following the expiry of the old card's validity period, or upon the Client's breach of contractual provisions or the present General Terms;

11.12.5. After a debit card's expiry, the Bank shall reserve its right not to reissue the card in case it is not being used and in case over the last 12 months prior to the date of renewal no card transactions were effected with.

11.12.6. Upon the Client's death or placement under judicial disability

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

11.13. Upon terminating the agreement under Item 11.15 and Item 11.18 hereof the Bank shall be entitled to block and demand the returning of the card.

11.13.1. Upon the agreement's termination or rescission the Client shall be obliged to repay all due amounts to the Bank. Upon the agreement's termination or rescission and availability of a positive account balance (deposited own funds) the amount shall be refunded in cash to the Client at a teller desk in a branch of the Bank or transferred in an account of the Client.

11.13.2. If, as at the moment of submitting a request for closing the card on the part of the Client there is a transaction chargeback procedure, concerning the particular payment instrument that has not been completed, then the contractual relations shall be terminated following the procedure's completion.

11.14. The agreements for bank payment cards, through which preferential conditions are being provided to cardholders, shall be terminated with the expiration of the validity term of the issued card, when this is needed due to objective impossibility to have those renewed by UBB under the terms and conditions, negotiated between UBB and the Client. Such termination shall not affect rights and obligations of the Parties under the agreement that have originated prior to the moment of termination.

### Termination of contractual relations with regard to payment services

11.15. The Bank shall be entitled to close one or all accounts of a certain Client and terminate the other agreements for payment services upon non-performance on obligations, specified in the current General Terms, the particular agreement with the Client, or obligations of the Client, envisaged in the effective legislation, when these obligations concern the relations between the Bank and the Client. The specific grounds (however not only limited to those) can be, as follows:

11.15.1. Providing by the Client of incorrect, imprecise or incomplete data to the Bank, irrespective of the legal relations between the Bank and the Client;

11.15.2. The Client shows bad manners in his/her relations with the Bank (behaves rudely, arrogantly, smears the Bank's good reputation etc.);

11.15.3. The reputation of the Client in public is controversial or according to the Bank there is sufficient data, that the Client breaches the effective laws.

11.16. Prior to the closing/ termination the Bank shall inform the Client, with which it shall provide him/her with a reasonable period for disposing of the remaining available account balances, returning of devices, property of the Bank, etc.

11.17. The bank may terminate an agreement for an account /payment instrument, when the Client does not observe the contractual terms and conditions, without the need of providing a notice and refunding paid fees for the original period of the agreement.

11.18. The Bank shall close an account of a client, who, during a 6-month period, has failed to pay the fee for its maintenance.

11.19. Upon termination of an account/payment instrument agreement, which has been in effect for more than 6 months, the Client shall not owe fees or penalties for the termination, unless the said termination is due to the Client's non-performance of an obligation of his/hers.

## XII. DEPOSIT INSURANCE

### Guarantee amount and scope

12.1. The aggregated available funds on all deposits, opened in the name of a Client, irrespective of the currency, in which they have been opened, are guaranteed in amount up to BGN 196 000 (one hundred ninety six thousand Bulgarian leva).

12.2. A larger guaranteed amount may be arranged pursuant to the Bank Deposits Guarantee Act. In this relation the following deposits are guaranteed in amount up to BGN 250 000 for a period of three months as of the moment when the amount is credited to the depositor's account, or as of the moment the depositor has acquired the right to dispose of the deposited amount:

1. Deposits of natural persons, originating from deals with residential real estates;
2. Deposits of natural persons, originating as a result of paid amounts on the occasion of entering into or dissolving a marriage, termination of labour or business relations, disability or death;
3. Deposits, originating as a result of insurance or social security payments or payments of damages from crimes or repealed sentences.

12.3. The deposits under Item 12.2 are not taken into consideration while calculating the total amount of the Bank's liability to a single depositor pursuant to Art.12.1.

12.4. In case the deposits, opened by the Client are more than one, in order to define the total amount of the Bank's obligation, all deposits, including the amount of interest accrued, shall be summed up. Deposits in foreign currency shall be paid in their BGN equivalence, calculated at the exchange rate of the Bulgarian National Bank as at the date of issuance of a deed pursuant Art.20, Para.1 of the Bank Deposits Guarantee Act.

12.5. In case there is a deposit in favour of a third person, entitlement to receive a guarantee on the deposit shall have the one, in whose favour the deposit has been opened (the beneficiary), unless the agreement stipulates otherwise.

12.6. The Bank shall provide the Client with basic information about the guaranteeing of his/her deposits, the amount of the guarantee and the applicable deposit guarantee mechanism, by providing a Depositors' Newsletter, being an integral part of the Account Agreement. The newsletter shall contain updated information as at the date of signing the Agreement, as its parameters may be changed upon amendments to the legislation. The Bank shall undertake to maintain up-to-date information about the guaranteeing of deposits, which information shall be displayed on the information boards in its branch network, as well as on the Bank's website, from where

the Client shall undertake to keep himself/herself informed on a regular basis.

### Deposits, non-covered by the guarantee

12.7. Guaranteed amounts of deposits with the Bank shall NOT be paid to:

1. Other banks, when the deposits have been opened on their behalf and at their expense;
2. Financial institutions, pursuant to Art. 3 of the Credit Institutions' Act;
3. Insurance and reinsurance companies under Art. 8 of the Insurance Code;
4. Pension Assurance Companies and Compulsory and Voluntary Pension Assurance Funds;
5. Investment intermediaries;
6. Collective investment schemes, national investment funds, alternative investment funds and Special Purpose Vehicles;
7. State Budget spending entities under § 1, Item 5 of the Additional Provisions of the Public Finance Act;
8. The Investor Compensation Fund, the Bulgarian Deposit Insurance Fund and the Guarantee Fund under Art. 287 of the Insurance Code.

12.8. No guarantee shall be provided for deposits, having originated from or related to deals or actions, constituting money laundering within the meaning of Art. 2 of the Measures Against Money Laundering Act, or financing of terrorism within the meaning of the Measures Against the Financing of Terrorism Act, established with an enforceable judgment.

12.9. Deposits, which holder has not been identified pursuant to Art. 3 of the Measures Against Money Laundering Act as at the date of issuance of a deed under Art. 20, Para. 1 of the Bank Deposits Guarantee Act, shall NOT be paid either.

### Mechanism for guaranteeing deposits and procedure for payment

12.10. In case of revoking a license for carrying out banking activity, the Fund shall pay the liabilities of the Bank to the Client up to the guaranteed amounts. The payment shall be made through one or more banks, specified in a list, issued by the Management Board of the Fund.

12.11. Within a period of not later than two business days prior to initiating the payment of amounts by the Fund, the Management Board of the Fund shall be obliged to announce in at least two central daily newspapers and on its website the date, as from which the Bank's depositors will be able to receive payments from the Fund, as well the bank or the banks, through which these payments will be effected.

12.12. The Fund shall provide the Bank's depositors with access to the amounts, subject to reimbursement under the guaranteed deposits, not later than 7 business days from the date of issuing a deed under Art. 20, Para. 1 of the Bank Deposits Guarantee Act.

12.13. Upon availability of extraordinary circumstances, provided for in the Bank Deposits Guarantee Act, this period may be extended, when:

- 12.13.1. The depositor has no exclusive right over the funds in the account, as the entitlement to receive payment from the Fund lies with the person, in whose favor the deposit has been made, unless otherwise provided for in the agreement and on the condition that the latter person has been identified or may

be identified prior to the date of issuance of a deed under Art.20, Para. 1 of the Bank Deposits Guarantee Act, however not later than three months since the date of the deed's issuance;

12.13.2. It has not been established whether a certain person has the legal right to receive the guaranteed amount of the deposit or in case the deposit is subject of a legal dispute; in these cases the deposit shall be reimbursed within 7 business days from the date of notifying the Fund about the dispute's settlement or the legal right's ascertainment;

12.13.3. The deposit is subject to restrictive measures, imposed by either the government or international organizations; in these cases the deposit shall be paid within 7 business days from notifying the Fund about the termination of the restrictive measures' effectiveness;

12.13.4. The amount to be paid is a portion of a temporary high balance in the account, pursuant to the conditions of Art. 12.2., however the extension shall be with not more than three months from the date of issuance of a deed pursuant to Art.20, Para.1 of the Bank Deposits Guarantee Act;

12.13.5. The Fund shall reimburse the guaranteed deposits to a branch of a Bulgarian bank in another Member State, however, the extension shall be with not more than 20 business days from the date of issuance of a deed under Art. 20, Para.1 the Bank Deposits Guarantee Act.

12.14. In order to receive the guaranteed amount, the Client shall have to visit the Bank, determined to effect the payment, present a valid identity document and sign a declaration-statement, certifying, that he/she is neither a spouse nor a relative in a direct or collateral line of descent up to a second degree to individuals, including such falling into some of the categories of management, ownership or control of the Bank.

12.15. The Bulgarian Deposit Insurance Fund shall not owe any interest on the guaranteed amounts.

12.16. Any person, claiming to be a depositor, but who has been denied reimbursement of amounts under the deposit within the limit under Art. 12.1. and 12.2., and within the deadlines under Art. 12.12. or 12.13., or who disagrees with the amount of the sum, reimbursed to him/her, may file his/her objections in writing within a period of up to three months as from the initial date of payment of the guaranteed deposits, with the conservator, temporary administrator or ad hoc manager, liquidator, temporary trustee in bankruptcy or assignee in bankruptcy of the bank. The conservator, temporary administrator or ad hoc manager, liquidator, temporary trustee in bankruptcy or the assignee in bankruptcy shall render their judgement on the objections within a period of 7 days from their receipt. In case the objection has not been granted, the person may claim his/her rights pursuant to the Civil Procedure Code.

### XIII. PERSONAL DATA

13.1. The Bank shall process the personal data of its clients by virtue of and in accordance with the Personal Data Protection Act (PDPA) and Regulation (EU) 2016/679 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 and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). By signing an agreement for account opening, card issuance, use of online banking or other payment services, including the services rendered by the Client Contact Centre, the Client shall state his/her awareness of the document entitled *UBB AD Information on the Processing of Personal Data*,

available on the Bank's website, [www.ubb.bg](http://www.ubb.bg), and in the banking halls, and through it he/she has become informed about:

13.1.1. UBB AD in the latter's capacity as a Personal Data Administrator and the manner in which the Bank's Data Protection Officer can be contacted;

13.1.2. His/her rights in line with the processing and protection of his/her personal data and the way to exercise those, including information on his/her entitlement to obtain details on the types of data, pertaining to him/her and processed by the Bank, as well as the source of such data, in case they have not been collected from the Client; his/her right to demand that the Bank should obliterate, adjust or restrict the processing of his/her personal data, which processing is being improperly or unlawfully handled; his/her entitlement to data portability; his/her right to object to the processing of his/her personal data, when such is being made on grounds of a legitimate interest of the Bank; his/her right to revoke the provided consent to the processing of his/her personal data for particular purposes, as well as his/her lawful entitlement to appeal before the Personal Data Protection Commission in the latter's capacity as a supervisory authority within the meaning of the General Data Protection Regulation;

13.1.3. The need to have his/her personal data processed and the eventual consequences, upon failure to provide those data;

13.1.4. The grounds for processing of his/her personal data, incl. information that the Bank is not going to process his/her personal data for the purpose of elaborating a client profile and for offering of tailor-made products and services in a direct way, without his/her explicit consent;

13.1.5. The purposes, for which the Bank processes his/her personal data, received under the terms and conditions of the particular Agreement, including together with other personal data of his/hers, which the Bank has lawfully obtained from third parties, incl. other personal data administrators, as well as about the Bank's entitlement to process his/her personal data even after discontinuing the provision of payment services, when such processing is needed for fulfillment of a statutory obligation of the Bank or for protection of its lawful interests, as well as in other cases, permitted by law.

13.1.6. About the recipients, to which his/her personal data could be provided by the Bank in the cases, permitted by law – other personal data administrators 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 these data to payment systems' operators and other entities, specialized in processing of transactions with payment instruments;

13.1.7. The periods for storage of his/her personal data by the Bank.

#### Recording conversations with a Client

13.2. With these General Terms the Client shall give his/her consent for conversations, held between him/her and the Client

Contact Centre, other employees of the Bank, as well as with third persons, who on behalf of the Bank hold conversations with clients in relation to the payment services, to be recorded by the Bank for the purpose of improving the service and making a check upon complaints by clients. The Bank shall provide these recordings only to the Client in person upon his/her demand or to the competent government authorities, in accordance with the procedure, envisaged by law.

#### **XIV. FILING OF COMPLAINTS AND RESOLVING OF DISPUTES WITH CLIENTS**

##### **General Provisions**

14.1. Each Client may file a complaint in relation to the use of payment services in the most convenient manner for him/her: at any branch of UBB; through the Bank's website; at the document registration desk in the Bank's Head Office; through the Client Contact Centre.

14.2. The complaint may be filed on a standard form of the Bank, as the Client shall mandatory state: at least two names, Personal Identity Number, exact address, telephone /e-mail for contact, manner of receiving a reply and a signature, as well as an entry number of a complaint, submitted before the Ministry of Interior, resulting from illegally performed actions by third persons.

14.3. Within a seven-day period the Bank shall reply in the manner, indicated by the Client, or inform the Client 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 and others.

14.4. In case the Client does not accept the decision of the Bank, he/she may refer the dispute to the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection or before a competent Bulgarian court.

14.5. In case that a Client has submitted an alert to the Ministry of Interior, including when he/she has granted consent for disclosing facts and circumstances that constitute bank secrecy, the Bank shall assume that it may disclose the necessary information /respectively, bank secrecy/ before the Ministry of Interior authorities in relation to duly investigating the illegally performed actions.

##### **TRANSITIONAL AND FINAL PROVISIONS**

§1. Upon discrepancy between the stipulated in the present General Terms and the Agreement for a particular payment service, the said Agreement's provisions shall prevail.

§2. To all issues, unsettled by these General Terms and the particular agreements, the provisions of the effective laws of the Republic of Bulgaria shall apply.

§3. Any disputes, having originated in relation to these General Terms, shall be resolved through the mutual consent of the parties in accordance with the procedure, specified in *Filing of Complaints and Resolving Disputes with Clients* Section.

§4. In case the Client disagrees with the decision of the Bank, he/she may refer the dispute to the Reconciliation Committee on Payment Disputes with the Commission for Consumer Protection or to a competent Bulgarian court.

§5. The following are integral parts hereof:

1. Information about the settlement of relations between UBB and heirs of deceased clients - available on UBB's web site [www.ubb.bg](http://www.ubb.bg)

2. Terms and conditions for drawdown and repayment of limits under credit cards - available on UBB's web site [www.ubb.bg](http://www.ubb.bg).

3. (new, adopted on 21.10.2019, effective from 01.11.2019) General terms on online inclusion in group insurance policies through UBB Mobile.

§6. The terminology used in these General Terms in relation to payment services shall have the meaning, specified in the Additional Provisions of the Payment Services and Payment Systems Act.

§7. These General Terms are in effect since 09.07.2018, and with effect from the said date they shall repeal:

1. The General Terms of CIBANK JSC for provision of payment services to individuals and the terms and conditions of the frame agreement for provision of payment services to individuals / users by virtue of the Payment Services and Payment Systems Act) of Cibank JSC;

2. The General Terms for Issuance and Servicing of CIBANK's Bank Payment Cards for Individuals;

3. The General Terms, applicable to deposit agreements, concluded with CIBANK JSC.

§8. Not earlier than two months, as from 09.05.2018, the provisions of these General Terms shall repeal the General Terms for using the Cibank Online service, as each user of the said service shall be informed of their applicability upon system login.

§9. Not earlier than two months, as from 09.05.2018, the provisions of these General Terms shall repeal the General Terms of Cibank JSC for effecting utility bill payments.

§10. Not earlier than two months, as from 09.05.2018, the services of the Client Contact Centre as per Section IX hereof shall be gradually launched for all users of payment services, who have concluded agreements with Cibank JSC.

§11. Not earlier than two months, as from 09.05.2018, the *Secure Internet Payments* service as per Section VIII hereof shall be gradually launched for all clients - holders of bank cards, issued by United Bulgarian Bank AD.

§12 The Bank shall announce on its webpage [www.ubb.bg](http://www.ubb.bg), as well as in its banking halls information about the dates of entry into force of the amendments for the users of payment services, stated in §8, §9, §10 and §11 of the Transitional and Final Provisions hereof.

§13 Power of attorney, composed of a bank employee / internal powers of attorney / until 18.04.2019. will be accepted by the Bank to perform the acts referred up to therein to 31.12.2019.

§14. By 01.09.2019 sending of SMS and e-mail notifications for account movements and transactions with bank cards shall be made in accordance with the currently effective procedure, while effective from 01.09.2019 notifications for account movements and transactions with bank cards shall be sent only as per the procedure, envisaged in Art.7.17 and Art.7.18.

These General Terms are in effect since 01.03.2010, as they repeal the General Terms on Accounts of Individuals, the General Terms on online banking and UBB AD General Terms on Debit and Credit Cards.

These General Terms were supplemented on 15.11.2011, came into effect on their approval date, with their applicability



spreading on all signed agreements for payment services with UBB AD.

These General terms were supplemented on 17.05.2013, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 28.04.2014, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 23.07.2014, came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 21.11.2014, the amendments came into effect on 27.01.2015 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 02.02.2015, the amendments came into effect on 02.04.2015 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 02.11.2015, the amendments came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 19.09.2016, the amendments came into effect on their approval date, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 23.10.2017, the amendments came into effect on 01.01.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were supplemented on 18.12.2017, the amendments came into effect on 01.01.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 30.04.2018, the amendments came into effect on 09.07.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 03.09.2018, the amendments came into effect on 05.09.2018, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 14.01.2019, the amendments came into effect on 01.02.2019, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 04.02.2019, the amendments came into effect on 18.04.2019, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 05.03.2019, the amendments came into effect on 12.05.2019, with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 13.05.2019, the amendments came into effect on 01.07.2019 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 01.07.2019, the amendments came into effect on 22.07.2019 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 08.07.2019, the amendments came into effect on 14.09.2019 with their applicability spreading on all signed agreements for payment services with UBB AD.

These General Terms were amended and supplemented on 30.09.2019 and 21.10.2019, the amendments came into effect on 01.11.2019 with their applicability spreading on all signed agreements for payment services with UBB AD.

#### General Terms of UBB AD on Payment Services for Individuals

In effect as from 01.03.2010, supplemented on 15.11.2011, on 17.05.2013, on 28.04.2014, on 23.07.2014, on 21.11.2014 - in effect as from 27.01.2015, on 02.02.2015 - in effect as from 02.04.2015, on 02.11.2015, on 19.09.2016, on 23.10.2017 in effect as from 01.01.2018, on 18.12.2017 – in effect as from 01.01.2018, on 30.04.2018, in effect as from 09.07.2018., on 03.09.2018, in effect as from 05.09.2018, on 14.01.2019, in effect as from 01.02.2019, on 04.02.2019, in effect as from 18.04.2019, on 05.03.2019, in effect as from 12.05.2019, on 13.05.2019, in effect as from 01.07.2019, on 01.07.2019, in effect as from 22.07.2019, on 08.07.2019, in effect as from 14.09.2019, on 30.09.2019 and 21.10.2019, in effect as from 01.11.2019.