

## General Terms and Conditions for the Use of the Video Banker Service of United Bulgarian Bank AD

- §1. These General Terms and Conditions shall govern the use of the Video Banker Service (the "Service") offered by United Bulgarian Bank AD, Company ID Number 000694959, having its seat and registered office in the city of Sofia, postal code 1463, 89B, Vitosha Blvd. (the "Bank").
- §2. The Service may be used by current and potential business customers of the Bank within the meaning of UBB General Terms on Payment Services for Business Clients ("Service User(s)") who are interested in the parameters of the products and services, offered by the Bank - bank accounts, bank cards, loans, etc. and have applied for the use of the Service in the manner, provided for in these General Terms and Conditions.
  - §3. The Service shall represent a contact through a video and/or audio connection (the "Call") via "Skype for business" or "MS Teams" (the "Platform") between an employee of the Bank and a Service User, initiated at the request of the Service User or the Bank in the manner provided for in these General Terms and Conditions, within which the employee of the Bank shall provide information on the parameters of products, offered by the Bank and/or shall reply to specific questions from the Service User. The Service shall be provided on business days within the Bank's working hours, with a maximum duration of 45 minutes. Exceptions to the aforementioned conditions shall be allowed only at the discretion of the Bank.
  - §4. Upon initiation at the request of the Service User, the latter shall state its use by filling out the reservation form on the

Bank's website at <u>www.ubb.bg</u>, providing the data required for the reservation form, including the e-mail address, to which the link to the Platform shall be sent. By completing the reservation form, the Service User shall express his/her unconditional agreement with these General Terms and Conditions.

- §5. Upon initiation by the Bank, the Service User shall receive by e-mail a link to the Platform in order to contact the Bank. With the initiation of the meeting by the Service User by clicking on the link, the User shall express his/her unconditional agreement with these General Terms and Conditions.
- §6. In the cases under §4 and §5, the Service User shall be entitled to provide the received link for the meeting only to persons who will participate with the Service User in the Call. It shall be his/her responsibility to notify the Bank of such persons so that they may be admitted to the Call, while the Bank shall reserve the right to refuse to allow these persons to the Call. The User must notify these persons of these General Terms and Conditions and may not impose conditions on them for the use of the Service that contradict these General Terms and Conditions. The acceptance of these General Terms and Conditions by these persons shall take place in accordance with the process described in §5.
- §7. To use the Platform, the Service User must have access to high-speed Internet and equipment with minimum parameters that can be found on the website of the Platform Support Centre https://support.microsoft.com/.
- §8. The launch of the Service shall be accomplished by using the e-mailed link within 10 minutes from the start time, as indicated in the reservation form. In the event that the Service User does not use the link within the specified period of time,



the Bank shall reserve the right not to provide the Service.

- §9. While using the Service, the Service User shall not be entitled to record the Call conducted with the Bank's employee. The Bank shall not record the Call. In case the Bank decides to record the Call, this can only be done if the Bank's employee has requested the explicit consent of the Service User within the contact, established by video connection, explicitly announcing the purpose of the recording, and the Service User has given his/her consent for the Call to be recorded. The video recording shall be explicitly visible as a status on the application screen of all participants in the Call. The rights to the recording shall belong exclusively and solely to the Bank.
- §10. The Service User shall not be entitled to use the Platform through which the Service is provided, to perform malicious acts, software attacks on the Bank's systems, as well as any other actions that can harm the Bank, its assets, systems, communications, as well as the Bank's employees and/or other participants in the meeting.
- §11. The Service User shall take all reasonable actions to prevent the performance of actions described in §10, by third parties through the use of resources of the Service User. In the event of a security breach identified by the Service User, including unauthorized access to the link for the meeting by a third party, the Service User must immediately inform the Bank thereof.
- §12. By accepting these General Terms and Conditions, the Service User explicitly declares and agrees that the statements and information provided by the Bank's employee, participating in the Call are for informational purposes only and do not bind the Bank in any way, nor can be interpreted as a commitment of the Bank to enter into and/or amend contractual

relations with the Service User and/or to provide him/her with certain conditions on products, offered by the Bank, nor do they represent an investment advice for investment and other services, related to financial instruments.

- §13. The User must not provide the Bank with control over his/her device during the Call.
- §14. All rights to the information, provided by the Bank in the course of providing the Service shall belong exclusively and solely to the Bank. The Service User shall have no right to disclose or share in any way with any third parties any data and information, obtained through the use of the Service.
- §15. The Bank shall not be liable for any damages and lost profits, sustained by the Service User from the use of the Service, nor shall it be liable for the inability to provide the Service upon the occurrence of circumstances beyond the Bank's control for example, but not limited to, cases of force majeure, accidental events, problems in the global internet network, communication restrictions and interferences, inability of the Platform to establish the connection or restricted access thereto, problems due to the equipment of the Service User, as well as in the case of unauthorized access or intervention by third parties in the functioning of the Bank's information system or servers.
- §16. The Service User must make sure on his/her own that the security of the connection, provided by the Platform corresponds to his/her standards, requirements and expectations.
- §17. The Bank shall not be liable for any costs, incurred by the User in connection with the use of the Service and/or the conduct of the Call.



- §18. The Bank shall have the right at any time to amend these General Terms and Conditions by publishing the amendments on its website at <u>www.ubb.bg</u>. The amendments shall enter into force from the date specified in the publication.
- §19. Unless otherwise stated in the invitation for the meeting, by initiating the meeting on the part of the Service User by clicking on the link, the User agrees for UBB AD to process his/her video image in connection with conducting the video meeting in accordance with the requirements of the applicable personal data protection legislation and the Bank's rules available at UBB AD Information on the processing of personal data.
- §20. Applicable to these General Terms and conditions and to the use of the Service shall be the legislation of the Republic of Bulgaria. Any disputes between the Bank and the Service User, related to the Service shall be resolved by mutual agreement between them, and in case agreement cannot be reached - by the competent Bulgarian court in the city of Sofia.

These General Terms and Conditions have been adopted with a Decision of the Management Board of the Bank dated 15.07.2019.

These General Terms and Conditions were amended on 20.07.2020, as the amendments came into effect on 21.07.2020.