

## GENERAL TERMS AND CONDITIONS

### FOR USE OF THE VIRTUAL BANKING BRANCH (e-fibank) OF FIRST INVESTMENT BANK AD

#### I. DEFINITIONS

1.1. Within the meaning of the present General Terms and Conditions for use of the Virtual banking branch (e-fibank), hereinafter referred to as "The General Terms and Conditions", the Request for registration for use of the services, provided through the electronic system for banking Virtual banking branch of FIBank and the Contract for the use of e-fibank, as well all requests, declarations, confirmations and other written agreements for use of the Virtual banking branch (the Contract), concluded between the Account Holder of a bank account (Payment service user), hereinafter referred to as "Account Holder" and First Investment Bank AD, Sofia, (hereinafter referred to as 'the Bank' or 'FIBank'), of Dragan Tsankov Blvd.37, with UIC 831094393, owning a universal banking license №: PД22-2257/16.11.2009, issued by the Bulgarian National Bank, which exercises supervision over bank activity, and all appendices thereto, the terms mentioned below shall have the following meaning:

- a) **"Virtual banking branch" or "e-fibank"** is an automated system of First Investment Bank AD for electronic banking, through which the Account Holder of an account has the right of distant access via the internet on <https://e-fibank.bg> to services provided by the Bank in an electronic way;
- b) **"Electronic signature" (ES)** within the meaning of the Law on Electronic Document and Electronic Signature (LEDES) for the purposes of the present General Terms and Conditions shall mean: 1) Qualified electronic signature (QES); 2) Advanced electronic signature (AES) and 3) Transaction authorization number (TAN) in combination with Personal identification number (PINT);
- c) **"Electronic announcement"** shall mean a verbal announcement, represented in digital form through a commonly accepted standard for transformation, reading and visual presentation of the information. The electronic announcement may also contain nonverbal information;
- d) **"Authorized user"** shall mean an individual, who has the right in the name and on behalf of the Account Holder of access to e-fibank and to the services provided through the system, according to the committed rights, including the Account Holder, when he is an individual;
- e) **"Personal identification number" (PINT)** shall mean a combination of numbers which shall be used together with TAN for access and for identification in e-fibank;
- f) **"User password"** shall mean a combination of numbers, letters and symbols, and shall be used for identification and access to e-fibank;

g) **"Username"** shall mean a combination of letters or combination of letters and numbers, and shall be used for identification when accessing e-fibank;

h) **"Working time of e-fibank for execution of payment transaction"** shall mean an interval of time within the business day after which the payment order shall be deemed as received on the following business day;

i) **"Business day"** shall mean every day on which the Bank carries out its activities necessary for the execution of a payment transaction; for payment transactions relevant to the transfers of funds from/to other payment service providers, Saturdays and Sundays, when not announced as working days, as well as official holidays in the Republic of Bulgaria, shall be considered as holidays;

j) **"Means of access and identification"** – according to the services requested by the Account Holder means of access and identification shall mean: username, password, QES, TAN together with PIN;

k) **"Charges"** shall mean the total amount due according to the Tariff of Fees and Commissions (Tariff), such as fees, commissions, expenses, regardless of their type;

l) **"Tariff"** shall mean the Tariff of fees and commissions of First Investment Bank AD, Bulletin of Interest Rates, accrued by the Bank on bank accounts in local and foreign currency hereinafter referred to as the "Interest Rate Bulletin" and all appendices thereto, valid as at application date;

m) **"Account Holder"** shall mean a person – natural or legal – in whose name the account is kept with FIBank and who has the right to dispose of the funds on this account in the capacity of a Payment service user;

n) **"Transaction authorization number (TAN)"** shall mean a unique ciphered, a single time valid digital code, which shall be generated through a specialized electronic coding device (Token), provided and used under conditions and order according to the procedures of the Bank;

o) **"Qualified electronic signature" (QES)** shall mean a qualified electronic signature under the LEDES, the certificate of which is issued by the provider of certification services, accredited pursuant to art. 34 of the LEDES.

#### II. SUBJECT

2.1 The present General Terms and Conditions shall regulate the relationship between the Bank and The Account Holder with regard to the registration, access to e-fibank and use of the services provided through the Virtual banking branch, which are an integral part of the Contract.

2.2. Upon request of the Account Holder the Bank shall ensure access through e-fibank to one or more of the following services:

2.2.1. Passive bank (reference) transactions - passive banking:

a) The Bank ensures the availability by electronic means, allowing reproduction in an unchanged way, convenient for archiving and storage, information about the balance and transactions on bank accounts, and/or payment cards (account reports, statements and/or other report information) in volume and regularity according to the conditions of the relevant service and under charges according to the Tariff of FIBank;

b) other reference information.

2.2.2. Active bank transactions connected to the execution of payment and other transactions - active banking:

a) opening of bank accounts in BGN or in foreign currency – current, deposit and other bank accounts (except for joint accounts) under previously announced by the Bank and confirmed by the Account Holder conditions of the selected by the Account Holder service/ account type;

b) fund transfer (BGN and foreign currency) from the Account Holder's account with the Bank to another account with the Bank or with another payment services provider - credit transfers and direct debits, under the conditions, order and requirements of the Bank for the relevant service;

c) purchase/sale of foreign currency from/to an account;

d) other services.

2.2.3. At the request for registration for e-fibank the Account Holder may chose to use active banking, which includes passive banking, or only passive banking for each of the accounts indicated by him.

2.3. The fact that the Account Holder has chosen to operate with his/her accounts through e-fibank shall not limit his/her possibilities to dispose of these accounts in all other ways agreed with the Bank.

2.4. The Account Holder shall agree in connection with the use of the payment services and the other services related to them offered by FIBank through e-fibank, the opening and keeping of bank accounts, the authorization and the execution of payment transactions to be executed on the basis of the Contract, the current General Terms and Conditions, the General Terms and Conditions for opening and keeping of bank accounts, and providing of payment services (GTPS), under the particular terms and conditions, preliminarily ensured available for him/her on the internet web site of the Virtual banking branch on <https://e-fibank.bg> and/or on the internet web site of the Bank on [www.fibank.bg](http://www.fibank.bg).

2.5. The Bank shall have the right to widen or to limit the range of the services provided through e-fibank, to change the conditions, including the price, the way of access, registration and execution of clients' orders, based on changes in the effective legislation, market conditions, security reasons or improvements in the relevant service. The Bank shall notify the users of the changes, of the new services and of the special rules and conditions for their use, by publishing them on the internet web site of the Virtual banking branch and/or on the internet web site of the Bank, and shall bear no responsibility for damages sustained and benefits forgone as a result of the limited scope of the services.

### III. CONDITIONS FOR USE OF THE VIRTUAL BANKING BRANCH

3.1. The system Virtual banking branch shall be accessible through the internet at the address <https://e-fibank.bg> for Account Holders who have at least one bank account with the Bank, opened on the spot at a bank office of FIBank, who has declared and received confirmation from the Bank for registration under conditions and order defined by the Bank and who has registered one or more means of access and distance identification, according to the current General terms and conditions.

3.2. For use of e-fibank and the services offered through it, the Bank shall determine the minimum technical requirements which the Account Holder has to ensure.

3.2.1. With the purpose of improving the quality of the service provided, the Bank shall reserve

the right to make amendments in the requirements to computer programs which should be used. If any of these amendments shall impose change of the necessary equipment, operational system or the speed of the internet connection, the Bank shall notify the Account Holder thereof by announcement provided by e-fibank prior to the accomplishment of the amendment.

### Prior Information

3.3. In pursuance to the requirements of the Law on Payment Services and Payment Systems (LPSPS) and the legislative acts of its disclosure for providing of prior information, the Bank shall ensure these General Terms and Conditions, the Tariff, GTPS, as well as the specific conditions for use of the relevant service available to the users in an accessible way and in time sufficient to reach an informed decision for use of the particular service, or for the conclusion of a contract, including by announcing them on the internet website of the Virtual banking branch at <https://e-fibank.bg> and/or on the internet website of the Bank at [www.fibank.bg](http://www.fibank.bg) or by another way on a durable medium as a comprehensible text and in accessible form in Bulgarian.

3.3.1. By request of the Account Holder the Bank may ensure at his disposal the prior information in a way different from that assigned in para.3.3, applying charges according to the Tariff.

3.3.2. For the convenience of users who are foreign persons, the Bank shall provide the present General Terms and Conditions and the Tariff in English. In the case of discrepancies and contradiction, the original text in Bulgarian shall prevail over the English translation.

3.4. When using e-fibank, the user shall observe the requirements and procedures of the Bank published on the internet website of e-fibank.

3.5. Prior to using the services provided through e-fibank, the user shall be obligated to become informed with the specific rules and conditions for their use.

## IV. REGISTRATION, ACCESS AND IDENTIFICATION

### Registration

4.1. The registration for use of the Virtual banking branch shall be announced personally by The Account Holder through e-fibank or at the Bank's office with proper indication of the data necessary for this purpose.

4.2. The registration shall be confirmed and activated after identification of the Account Holder at the Bank's office on the base of signed Request for registration with a standard form, defined by the Bank (Request) and after presentation of all documents required by the Bank. The conformation of the registration and the conclusion of the Contract may be done by a person authorized by The Account Holder with explicit notarially attested power of attorney, drawn up in accordance with the requirements of the Bank. The Bank shall send to the e-mail address, indicated in the Request confirmation that the registration has been completed and the username and password have been activated.

4.3. In the Request for registration the Account Holder may specify one or more authorized by him/her individuals (Authorized Users), who in his/her name and on his/her behalf may use the Virtual banking branch and determine their rights for access to the service selected by him/her. To the Request for registration shall be enclosed documents, proving the authorization – a notarially

attested power of attorney, composed according to the requirements of the Bank.

4.3.1. The Account Holder shall be allowed at any time to withdraw unilaterally the authorization rights given by him to the Authorized Users.

4.4. The Account Holder shall be obligated immediately to notify in writing the Bank of the changes in the data and documents provided by him/her, including the changes concerning Authorized Users, notwithstanding whether the circumstances regarding the changes occurred, incl. regarding the representatives of the legal entity are subject to entry or announcement in a public register.

4.5. The amendments in the data/documents and the withdrawal of the granted rights shall enter into force for the Bank from the moment the Bank has been notified in a written form for the occurred amendments by the Account Holder the account through depositing of the respective documents at the Bank's office.

#### Means of access and of identification

4.6. The Account Holder may use one or a combination of the following means of access depending on the services demanded and in accordance with the Bank's requirements:

4.6.1. **Username and password** – shall be used for access to the Virtual banking branch. If a registration is made through e-fibank the Authorized user shall personally specify his username and password, and if the registration is made in a Bank office he shall have the right to specify his username, while the password shall be automatically generated by the Bank's information system with the aim of ensuring and keeping it in secret, and shall be sent to the Authorized user's e-mail address, specified in the Request.

4.6.2. **Qualified electronic signature (QES)** – all active and passive bank transactions in the Virtual banking branch can be made by using a valid and registered QES.

4.6.3. **Combination of TAN and PINt** – all active and passive bank transactions when using the services through the Virtual banking branch can be made by entering a valid PINt and TAN, generated by an electronic coding device (Token). The use of a Token does not require installation on a computer or other special settings. By receiving a Token the Authorized user shall be provided with a PINt as well, which shall be used for personal identification. The PINt shall be automatically generated by the Bank's information system with the aim of ensuring and keeping it in secret, and shall be sent to the Authorized user's e-mail address indicated. Order of transactions from Account Holder's accounts, signed by a TAN in combination with a PINt is allowed after the Account Holder declares in writing before the Bank that he is familiar with the risks and accepts the use of TAN in combination with PINt as a mean of access and of identification equivalent to AES.

4.6.4. The Bank shall reserve its right to alter the allowed means of access and of identification and their combinations in-between, by announcing the users for this through a notification on the e-fibank's web site or in another appropriate way.

4.7. When the Account Holder has defined one or more Authorized users, each one of them shall use an individual mean of access and of identification. The Account Holder shall accept that the means of access and of identification used by an Authorized by him user

is secure enough in view of the needs for turnover and the specific agreed terms with the Bank, and that it shall be used for individualization of the Authorized user before the Bank, when acting on behalf of and in the name of the Account Holder.

4.8. The Account Holder shall be personally responsible and bound by all actions, performed on his behalf after his registration and access granted to e-fibank and the consequences of these actions and shall assume the risks related to the means of access and of identification used.

4.9. The Bank and the Account Holder shall accept that the use of any of the ES specified in the present General Terms and Conditions independently and/or in combination in-between, and/or with other personalized security features such as username, user password, PINt, are secure enough in view of the needs of turnover, the specific agreed terms and the technical conditions for giving permissions, electronic announcement through e-fibank for execution of active bank transactions on behalf of the Account Holder. The electronic announcement submitted after the access to the Virtual banking branch has been granted shall be accepted and executed by the Bank as being submitted and signed on behalf of the Account Holder by ES, which has the meaning of a handwritten signature under the provisions of art.13 of the Law on electronic document and electronic signature as well as such proving the electronic announcement of the ordered transaction as genuine and authentic.

#### Security

4.10. The Authorized user shall be obliged to:

4.10.1. keep the means of access and of identification responsibly and take all necessary measures against damage, annihilation, loss, counterfeit, theft or their use in another illegal way;

4.10.2. keep in secret his username, password, PINt and other personalized security features related to the means of access and of identification used, and to take all necessary measures to ensure that third parties will not learn them, including by not keeping the personalized security features in a way that gives an opportunity another person to learn them. The PINt/user's password chosen by the Authorized user shall not consist of easily determined combination (such as phone number, date of birth, car registration number, etc.).

4.11. The personalized security features such as username, password, PINt can be changed through e-fibank many times by the Authorized user with new meaning known only to him. The Bank recommends the username, the password and the PINt to be changed periodically.

4.12. In case the Authorized user allows, by action or by inaction, a third person to learn of the means of access' personalized security features, he shall be considered to have acted intentionally or in gross negligence, and the Bank shall not bear responsibility for the illegal actions of third parties through unauthorized access to e-fibank which have damaged the Account Holder.

#### V. EXECUTION OF SERVICES AND TRANSACTIONS THROUGH THE VIRTUAL BANKING BRANCH

5.1. The Account Holder, duly registered with an access right for passive, or active banking, can receive information and data for balances and transactions on the accounts registered in the Virtual banking branch, as well as initiate and give permissions (orders/requests/consents



and other) for active transactions through e-fibank without restrictions every day – 7 days a week, 24 hours a day.

**5.2.** The Bank shall have the right to specify limits for the execution of payment transactions through e-fibank and to apply other restrictions, as well as to set additional requirements including those of a procedural type, when this is necessary due to requirements of the effective legislation or due to maintenance of security level in accordance with the technical standards, conditions and policies for electronic banking.

## **VI. BANK ACCOUNTS**

**6.1.** A bank account can be opened through e-fibank in the name of the Account Holder, personally by him or by an Authorized user.

**6.2.** The Account Holder shall have the right to execute active banking transactions on his accounts registered in e-fibank, regardless of the fact they are being opened in a Bank office or through e-fibank.

**6.3.** The opening and keeping of a bank account including the opening of a deposit through e-fibank shall be executed under the Bank's effective conditions for the respective account or deposit product, announced prior on the Internet site of e-fibank and/or of the Bank, with which the Account Holder shall be familiar prior to opening of the account/deposit.

6.3.1. The Bank and the Account Holder shall agree the requested account/deposit to be opened through e-fibank in his name after a confirmation with the option "signature" and in accordance with the applicable order and procedures of the Virtual banking branch, and to be kept under the Bank's conditions for the respective type of account/deposit and the applicable regulatory requirements, as the account shall be considered opened under a valid agreement concluded between them. The documents under para 4.1 – 4.5 from the GTPS can be requested by Bank's decision.

6.3.2. By opening of account/deposit and following the procedures of e-fibank, the conditions for access, identification and confirmation through an electronic signature, the Account Holder shall confirm that he is familiar with the Bank's agreed terms, applicable to the account/deposit, opened on his name including with the procedure and terms for their amendment and with the consequences of their violation, shall accept them and shall be bound by them by virtue of the agreement concluded electronically.

**6.4.** The closure of a bank account on Account Holder's request shall be done by giving a written order in a Bank office under the procedure and conditions in accordance with the GTPS or through e-fibank according to the type of the specific account in compliance with the Bank's requirements in force, on condition that all due taxes have been paid to the Bank and there is not a special order for the account closing.

**6.5.** The relationship between the Bank and the Account Holder in view of opening, keeping and closing of a bank account shall be settled by the GTPS, unless another is agreed in the present General Terms and Conditions.

### **Deposits insurance**

**6.6.** The funds on all Account Holder's accounts including on these opened through e-fibank shall be

insured by the Banks Deposit Insurance Fund up to the amount and under the conditions set in the Banks Deposit Insurance Act.

## **VII. PAYMENT TRANSACTIONS THROUGH E-FIBANK**

**7.1.** All requested transactions (including transfer orders/consents in BGN and/or in foreign currency) shall be executed under the conditions and procedure, determined by the effective regulatory acts, by the Bank's internal rules, by the GTPS and in accordance with the specific terms agreed with the Account Holder.

**7.2.** The Authorized user shall have the right to order payments from the Account Holder's registered accounts, if he has a level of access with disposal rights on the account in compliance with the defined limits if any and up to the amount of the available balance on the account.

**7.3.** In order to execute a payment transaction the Authorized user shall give a payment order constituted in electronic form with a unique identifier/IBAN filled in correctly, which identifies the Payee's account, BIC of the bank of the Payee, as well as data and information in accordance with the requirements for execution of the respective payment service.

7.3.1. The Authorized user shall ensure a double check of the data for its correctness and completeness prior to confirming the requested transaction by signing the payment order with ES chosen by him.

7.3.2. The Bank shall not bear liability for non-execution or incorrect execution of a payment transaction when the unique identifier/IBAN of the Payee, specified by the Authorized user in the payment order and/or another data necessary for its execution is not correct.

**7.4.** In order to execute payment orders the Account Holder shall provide the Bank in advance with a copy of all documents accompanying the order requested by the Bank and in accordance with the effective legislation by e-mail, in the form of scanned documents or by fax. The Account Holder shall provide the Bank with the original documents or with attested copies thereof in a 7-days term since the order of the transaction.

**7.5.** The required documents, (declarations, statistical forms and others) which are necessary to be prepared by the Account Holder in accordance with the effective legislation for the execution of the ordered transaction, shall be constituted in electronic form and provided in the way, stipulated for giving payment orders through e-fibank and in accordance with the Bank's requirements.

**7.6.** The Account Holder shall be obliged to ensure enough available balance on the account for the execution of the ordered payment transactions and for the payment of the charges due for their execution.

**7.7.** The payment orders shall be executed on the date of their receipt, unless another execution date is agreed, under order, with value dates and terms in accordance with the GTPS.

7.7.1. The payment orders that have been received after the end of the e-fibank's working time for execution of payment transactions shall be deemed received on the next business day.

7.7.2. E-fibank's working time for execution of payment transactions shall be determined by the Bank depending on the payment system's rules through which the payment transaction is being executed and shall be announced on the Virtual banking branch's internet website or in another way accessible for the users.

**7.8.** Payment orders that have been received in the name of the Account Holder through e-fibank in accordance with the rules and procedures set by the Bank shall be considered as validly signed written announcements, which unconditionally bind the Account Holder, and the Bank shall not bear liabilities for damages or loss of profit resulting from their execution.

**7.9.** The Account Holder shall be obliged to check the execution status of the payment orders, submitted on his behalf and to signal any found discrepancies in due time. With "successfully accounted" status the order shall be considered as accepted for execution by the Bank and cannot be revoked through e-fibank – the procedure for refusal of orders, specified in the GTPS shall apply.

## **VIII. REFUSAL FOR EXECUTION OF PAYMENT TRANSACTION**

**8.1.** The Bank shall refuse the execution of a payment transaction ordered through e-fibank, if the requirements of the present General Terms and Conditions, the GTPS and the specific agreed terms with the Account Holder are not met, as well as if he has not identified himself and/or has not signed the respective transaction under the procedure, specified for this purpose by a valid ES.

**8.1.1.** The Bank shall refuse the execution of the transfer when invalid or incomplete identifier (IBAN) is specified, when there is no available balance on the account for the execution of the payment transaction and for payment of the charges due to the Bank or if the Account Holder has not presented the required documents and another information, necessary for the execution.

**8.1.2.** The Bank shall not bear liability for damages caused from non-execution of payment transactions due to insufficient funds, non-fulfillment of the applicable rules and requirements of the agreed terms, and of transactions not allowed by the effective legislation including in view of the measures against money laundering and terrorism financing.

**8.2.** The Bank shall inform the Account Holder of the refusal (by "wrong" status) and upon request by the Account Holder shall notify him of the reasons for the refusal and the ways for correcting the mistakes if the non-execution is caused by any mistakes made, unless there is a prohibition for presenting such information under a law or act of the European Union.

## **IX. REPORTING**

**9.1.** The Bank shall prepare and provide the Account Holder with an account report and with other report information (reports, confirmations and etc.) by making it available on his disposal through e-fibank on the day of its preparation, specified in the document, which day the parties shall accept as a receipt date.

**9.1.1.** The Account Holder shall be obliged to keep record of the received documents on his own durable medium for a term long enough for the purposes of the information.

**9.2.** The Account Holder shall be obliged to become acquainted with the contents of the received reporting information immediately and to inform the Bank of any discrepancies found without undue delay under the procedure and conditions for making claims in accordance with the GTPS.

**9.2.1.** If the Bank does not receive a written objection up to 45 days from the execution date of the transaction it shall be considered that the Account Holder has received and has approved the reporting documents and the payment services connected with it. The announcing of the Bank after this term shall be considered as undue delay on behalf of the Account Holder.

## **X. ACCESS BLOCKING**

**10.1.** The access to e-fibank can be blocked by the Bank under the following conditions:

**10.1.1.** upon request of the Account Holder or an Authorized user – in case the request for blocking is effected by means of a telephone call, the Account Holder/Authorized user shall be obliged within the next working day to confirm it in a written form at the Bank's office or by other means of communication;

**10.1.2.** on Bank's initiative – for objective reasons related to the security of the identification data or of the system, well-founded doubts of unauthorized orders by the Account Holder submitted through e-fibank by using the identification means for access or if there is a considerably increased risk for the Account Holder not to be able to fulfill his obligations to the Bank;

**10.1.3.** on the Bank's initiative – for an Authorized user who upon his actions breaks the requirements of the effective legislative acts, of the present General Terms and Conditions and/or GTPS, endangers the security and the correct functioning of e-fibank;

**10.1.4.** automatically – after fixed multiple entering of incorrect TAN, PINt or other personalized security features.

**10.2.** For cases as of para.10.1.1 the Bank shall block the access within the time necessary for processing of the notice but not longer than 2 hours after the notification unless a longer term is needed due to objective reasons.

**10.3.** For cases of blocking the access under para.10.1.2 and para.10.1.3 the Bank shall inform the Account Holder of access blocking and of the reasons therefore, if possible before the blocking or immediately after that at the latest, unless providing such information is not allowed due to security reasons or legislative requirements.

**10.4.** Access blocked upon request of the Account Holder or the Authorized user shall be unblocked with an explicit written consent of the Account Holder deposited in the Bank's office.

## **XI. RESPONSIBILITIES**

**11.1.** The Virtual banking branch cannot be used for purposes which contradict the law, including for acquisition of goods and services forbidden by the effective Bulgarian legislation.

**11.2.** When performing transfers through e-fibank the Bank shall not control the subject and conformity with the law of the transactions, related to the payment service provided unless otherwise envisaged in a legislative act.

**11.3.** The Account Holder/the Authorized user shall be responsible for the damages he has directly or indirectly caused to the Bank related to unauthorized access to information or performance of transactions through e-fibank, to not following the bank requirements, or the incorrect, out of law and contradictory to the present General Terms and Conditions use of e-fibank. When the damages are caused by the Authorized user the Account Holder is jointly liable with him.

**11.4.** In case the Account Holder does not fulfill his obligations to the Bank in connection with the use of e-fibank, he can not raise objections based on his relations with third parties.

**11.5.** The Account Holder/the Authorized user shall be obliged to immediately inform the Bank if he has any doubt that a third party has come to know or could come to know the personalized security features of a means of access and shall also require blocking of the access to e-fibank or of the means of access (if it allows blocking) and the notification shall be done personally in the Bank's office or by calling on the telephone:

**0700 12777;  
+359 2 8002700;  
+359 2 8180003.**

If there is a change of the telephones the Bank shall inform the users with a notification through e-fibank.

11.5.1. The Bank shall bear no responsibility for the undergone damages in case it has received incorrect notification under para.11.5 from a person who on the grounds of unambiguous circumstances has been empowered to do it and the Bank has conscientiously undertaken the necessary measures for protecting the Account Holder's interest and has not performed payment transactions ordered through e-fibank.

**11.6.** The Account Holder shall suffer all losses regardless of their amount related to unauthorized payment transactions resulting from illegal use of e-fibank for the above-mentioned cases under para.4.12., as well as the losses caused by him or by an authorized by him user through deception or by non-performance of one or more of the conditions of the present General Terms and Conditions and the Contract deliberately or due to gross negligence.

11.6.1. Until the Bank receives notification under para. 11.5. the user who is a consumer, shall bear limited liability under LPSPS for operations, executed within the European Economic Area and after the Bank has received the notification and blocked the access the consumer shall not bear any, except where he has acted fraudulently, when he shall bear any property damages.

**11.7.** The Account Holder and the Authorized user shall be obliged to ensure the performance of the technical requirements set by the Bank for e-fibank access (hardware, software) and shall protect their systems against unauthorized access and use. The Account Holder and the Authorized user shall bear responsibility for protection of the confidentiality, the integrity and for the availability of their systems.

11.7.1. The Account Holder and the Authorized user shall be obliged to immediately inform the Bank if they ascertain a delay, an incorrect processing, availability of a system virus or mistakes when sending or receiving payment orders, and shall also to cooperate with the Bank for prevention and restriction of the damages in the way indicated by the Bank.

11.7.2. The Bank shall provide information on its Internet website or on e-fibank's website for the appropriate measures concerning raising the security for protection of the customer's data base and computers. E-fibank's users shall be obliged to verify on a regular basis for information and warnings for raising the security.

11.7.3. In case the address of the Internet website used by the Authorized user for connection to the Virtual banking branch does not begin with <http://fibank.bg> or <https://e-fibank.bg> it shall mean that

this is not the Internet website of the Bank or the Internet website of the Virtual banking branch of FIBank. In such cases the Authorized user shall immediately disconnect and shall notify the Bank on the telephone number shown above for contact with e-fibank.

**11.8.** The Account Holder shall confirm that he is familiar with and accepts the risks, related to the transfer of data in the Internet environment, as well as to the possibility of unauthorized access and revealing of information before third parties, to content amendment or technical failures during the transfer of data and information on the Internet.

**11.9.** The Bank shall perform the services stated for use by the Account Holder through e-fibank considering the established requirements and procedure and the particular agreements with the Account Holder according to the rules of the respective payment system and following the regulatory requirements. The Bank shall not be liable in cases of groundless rejection from third parties to accept transactions ordered through e-fibank.

**11.10.** The Bank shall not bear responsibility for undergone damages and lost profit due to discrepancies, mistakes or delay when sending information due to force majeure, technical, communication or other reasons out of the Bank's control, as well as for the interruption of the access to e-fibank.

## **XII. INTERESTS, FEES AND COMMISSIONS**

**12.1.** For using Bank's services through e-fibank the Account Holder shall owe the Bank fees and commissions in accordance with the GTPS and Section XVII of the Tariff.

**12.2.** The interests which are accumulated on the balances of the Account Holder's accounts shall be defined and accrued in accordance with the terms set in the GTPS and shall be announced in the Bulletin of Interest Rates, accrued by the Bank on bank accounts in local and foreign currency.

**12.3.** The conditions and the procedure for amendment and addition of the Tariff and its appendices shall be settled in accordance with the GTPS.

12.3.1. The amendments in the interest rates and the exchange rates, resulting from amendments in the implemented reference exchange rates and interest rates for their determination shall be implemented immediately and without preliminary notification of the user. The Bank shall ensure the amendments at user's disposal by announcing the applicable interest rates and the exchange rates, as well as the respective reference levels used as a basis for their calculation, on a paper-based medium in its Bank offices, on its Internet website, or on another durable medium unless another term or way for placement of the information at the users' disposal has been agreed between the parties.

**12.4.** The Bank shall have the right to officially collect all amounts due by the Account Holder including fees and commissions from every account kept in his name with the Bank as well as the accounts opened through e-fibank, including deposits, in accordance with the conditions and procedure of the GTPS.

## **XIII. COMMUNICATION**

**13.1.** Correspondence, including the notifications between the parties, shall be done in a written form on their e-mail addresses indicated in the request for registration, on the addresses of the parties shown in the Contract unless

other way of notification is explicitly provided in the present General Terms and Conditions.

**13.2.** In case of amendment of the address and/or other data indicated in the Contract the Account Holder shall be obliged to notify the Bank in a 7 days term after the amendment has occurred. Otherwise all notifications, invitations and messages sent by the Bank on the previous address of the Account Holder shall be considered as delivered.

13.2.1. In cases when a court proceeding has been instituted on a dispute which has arisen in connection with the conclusion, performance, interpretation or termination of the Contract and the present General Terms and Conditions, the addresses of the parties indicated in the Request shall be considered as addresses for service as of the meaning of the Code of Civil Procedure for serving summons and messages from the court, unless the respective party has explicitly informed the other party of a change of its address.

#### **XIV. AMENDMENTS IN THE GENERAL TERMS AND CONDITIONS**

**14.1.** The Bank shall have the right at any time to unilaterally amend the present General Terms and Conditions, of which it shall preliminarily inform at least 3 (three) days before the respective amendment enters into force the Account Holder, by notification in a written form by announcing it on the Virtual banking branch internet website, in the Bank's premises, sending of an electronic message, or in the account report, by phone, via email, at the correspondence address or in another appropriate way determined by the Bank, including by notification on the Bank's website [www.fibank.bg](http://www.fibank.bg).

14.1.1. When the Account Holder is a consumer the notification shall be done at least 2 (two) months before the respective amendment enters into force.

14.1.2. The Bank shall provide the General Terms with the upcoming changes to any user who may receive them, upon request, in paper form at an office of the Bank, as well as electronically, in accessible and convenient for storage form, by publishing them on its website at [www.fibank.bg](http://www.fibank.bg) within the period prescribed under item 14.1, respectively two months in advance for clients who are consumers.

**14.2.** In case the Account Holder does not agree with the amendments he shall have the right to immediately terminate the Contract (without owing any penalties or compensation in connection with the termination due to amendments in these General Terms and Conditions) before the date the amendments are proposed to enter into force with a written order and without advance notice, following the procedure as defined in Section XV after discharging all his obligations to the Bank. If the Account Holder does not terminate the Contract up to the date on which the amendments shall enter into force he shall be considered to have accepted them and is bound by them.

**14.3.** The amendments in the General Terms and Conditions connected with extending the scope of the payment services, as well as those of the charges and/or the conditions of the payment services provided when they are more favorable for the users shall be applied immediately and with no preliminary notification.

#### **XV. TERM OF VALIDITY AND TERMINATION OF THE CONTRACT**

**15.1.** If not otherwise agreed the Contract shall have indefinite duration.

**15.2.** The Contract shall be terminated:

a) with a written request of the Account Holder with no advance notice in case he has no outstanding obligations to the Bank; in case the Contract is terminated before the expiry of 12 months since the date of its conclusion – after charging according to FIBank's Tariff; the Account Holders who are not consumers shall be charged regardless of the contract's term;

b) upon request of the Bank – unilaterally with 30 (thirty) days advance notice, and when the Account Holder is a consumer – with 60 (sixty) days advance notice sent to the Account Holder on a paper-based or on another durable medium – after the expiry of the term of the advance notice;

c) when closing the account/the accounts which the Account Holder has specified for use through e-fibank.

**15.3.** When terminating the Contract the Account Holder shall be obliged to pay the Bank all charges due. Charges which are due monthly and are paid after the beginning of the month for which are due shall not be considered as paid in advance. Charges paid in advance by a Account Holder who is not a consumer shall not be reimbursed.

**15.4.** The Bank shall have the right to unilaterally terminate the Contract with no advance notice to the Account Holder because of not performing any of his obligations assumed under the Contract, the present General Terms and Conditions, the GTPS or the effective special General Terms for the respective payment service and the particular contract concluded with the Account Holder. When terminating the Contract by the order of this paragraph the Bank shall not owe to the Account Holder reimbursement of the charges paid in advance.

**15.5.** The termination of the Contract shall not automatically lead to closing of the accounts, including deposits opened through e-fibank unless the Account Holder has explicitly demanded their closing under the conditions and procedure defined by the Bank or in case the Bank shall officially close the account/accounts in accordance with the GTPS.

#### **XVI. OTHER CONDITIONS**

**16.1.** Unless otherwise agreed in the present General Terms and Conditions and in the particular agreements between the parties, the relations between the Bank and the Account Holder connected with the using of the payment services and the other related services offered by FIBank through e-fibank including in respect of opening and keeping of bank accounts, authorization and performance of payment transactions, cancellation of a payment transaction ordered by the Account Holder, possibility for correction and the other rights, obligations and responsibilities of the parties shall be settled by the General Terms and Conditions for opening and keeping of bank accounts and providing of payment services, FIBank's Tariff and its appendices which are an integral part of the Contract.

**16.2.** The archives maintained by the Bank of orders for execution of payment or other transactions and of the other information submitted as electronic announcements through e-fibank shall be assumed as final evidence for their content and for the time they were submitted or

executed. The entries of the transactions through e-fibank done by the Bank are accounting documents as under Art.7-16 of the Law on Accountancy and shall be assumed to be true until proven to the contrary.

**16.3.** The Account Holder shall give his explicit consent and shall empower the Bank to report to the system operators servicing the payments and processing the data in the country and abroad the information for the assets, the transactions and other data for the status of his accounts with the Bank.

16.3.1. By accepting the present General Terms and Conditions the Account Holder and the Authorized users shall give their consent to the Bank to process the personal data given by them for the purposes of bank control, as well as to be included in quiz programs and lotteries organized by the Bank, to empower the Bank to give information to third parties needed for participation in such or other programs and for the purposes of direct marketing, and in case they do not want to participate, the Account Holder, or the Authorized user shall have the right to refuse at any time his participation by an explicit written notification to the Bank.

**16.4.** By accepting the present General Terms and Conditions and in connection with the use of the payment services offered by the Bank through e-fibank, the Account Holder and the Authorized users shall agree due to security reasons their telephone calls to be recorded and used as an evidence.

## **XVII. OBJECTIONS, APPLICABLE LAW AND DISPUTES**

**17.1.** The Account Holder shall have the right to submit written objections related to the use of payment services and performance of payment transactions through e-fibank. The objections shall be submitted and reviewed under the conditions and the procedure of the GTPS.

17.1.1. In case the Account Holder does not agree with the Bank's position on his objection he shall have the right to refer the dispute for consideration by a Conciliation committee for payment disputes to the Consumer Protection Commission.

**17.2.** The applicable legislative acts of the effective Bulgarian legislation shall apply for the issues which are not settled in the Contract, the present General Terms and Conditions, the GTPS and the special General Terms for the particular payment service.

**17.3.** All disputes which have arisen between the parties in relation to the performance or the interpretation of the Contract and the present General Terms and Conditions shall be resolved by mutual consent of the parties and in case such cannot be reached each of the parties can bring the case for decision before the competent Bulgarian court.

**17.4.** If any of the provisions set forth in the present General Terms and Conditions is or become invalid, this shall not affect the applicability of the other provisions therein.

## **XVIII. FINAL PROVISIONS**

**18.1.** An integral part of the present General Terms and Conditions are the General Terms and Conditions for opening and keeping of bank accounts and providing of payment services, FIBank's Tariff and its appendices.

**18.2.** The present General Terms and Conditions are amended and supplemented with resolution of the Managing Board of First Investment Bank AD into force on 02.02.2015.

**18.3.** With regard to the existing contracts for use of Internet banking concluded with Unionbank EAD prior to the merger with First Investment Bank AD, the Bank and the Account Holder accept that the certificates held by the Authorized users shall be considered as means for access and identification under these General Terms and Conditions, as well as for performing operations, incl. for execution of payment orders via e-fibank on the accounts registered in the name of the Account Holder in the Virtual banking branch, for a period as announced by the Bank.

**18.4.** The Bank and the Account Holder accept that the persons authorized by the Account Holder, subject to the conditions under which such authorization was made according to the requirements of Unionbank EAD, shall continue to act as such and shall have the same rights as the persons authorized under item 4.3. of these General Terms and Conditions, for a period as announced by the Bank.

The provisions of items 18.3. and 18.4. shall apply to all clients of Unionbank EAD, effective from the merger of Unionbank EAD into First Investment Bank AD – 04.03.2014.