

## **PRIOR INFORMATION FOR EXECUTION OF SINGLE PAYMENT TRANSACTIONS**

### **I. GENERAL PROVISIONS**

**1.1.** This Prior information for execution of single payment transactions (the Prior information) shall apply to single payment transactions that are not subject to a framework contract within the meaning of the Law on Payment Services and Payment Systems (LPSPS) and are executed by First Investment Bank AD, having its registered address in the city Sofia, 37 Dragan Tsankov Blvd., with UIC 831094393, holding universal license No PД22-2257/16.11.2009 issued by the Bulgarian National Bank which supervises its activity (hereinafter referred to as "the Bank" or "Fibank").

**1.2.** First Investment Bank AD shall execute the following single payment transactions:

**1.2.1.** Execution of money remittances where funds are provided in cash, Fibank is the bank of the Payer and:

**1.2.1.1.** The Payer transfers money to another person's account at Fibank (Fibank is also the bank of the Payee);

**1.2.1.2.** The Payer transfers money to an account kept with another payment service provider.

**1.3.** Payment service users may use the services of the Bank in connection with the execution of single payment transactions if they are legally capable persons and following their identification, which shall be done based on personal data, with the provision of identity documents and in compliance with the additional regulatory and banking requirements, if any, as well as with the Bank's identification procedures.

**1.4.** Money remittances through another payment service provider (where Fibank acts as a representative/agent) shall be executed/received within the timeframes and according to the requirements of the respective provider and based on the documents specified by it.

### **II. EXECUTION OF MONEY REMITTANCE ORDERS. RECEIPT OF MONEY REMITTANCES.**

#### *Placing a payment order*

**2.1.** Fibank shall execute money remittances to payees having accounts in the Bank, as well as to payees having accounts with other payment service providers, based on duly completed written payment orders in the standard form of the Bank.

**2.2.** In order to be properly executed, a payment order must contain a correctly indicated unique

identifier of the Payee's account (IBAN), name of the Payee, as well as additional data and information as required according to the specific payment transaction.

**2.2.1.** The Payer must provide an international bank account number of the Payee (IBAN) and, if necessary, an international Bank Identifier Code (BIC) by filling them in the payment order. Money remittances may be executed without specifying the bank account of the Payee, subject to submission of additional information according to the bank requirements.

**2.2.2.** The payment order shall be submitted by the Payer, who shall be fully responsible for the consequences of its incorrect or incomplete filling.

**2.2.3.** By signing the payment order, Payers confirm that they have read understood and accept the terms of the Bank for its execution and that the data and information contained therein are true, accurate and complete. The Bank shall not be responsible for failed or incorrect execution of payment transactions in the event the unique account identifier (IBAN) and/or other data and information required for correct execution that were specified by the Payer were inaccurate or invalid.

**2.3.** Once received by the Bank, payment orders may only be cancelled upon agreement between the Payer and the Bank, by written request, until the payment system through which the transfer is ordered so permits. The Payer shall owe the Bank a fee for cancellation (withdrawal) of the payment order.

**2.4.** The Bank shall provide to the Payer, by providing a copy of the payment order received, information on the payment transaction such as: reference number; amount; currency; charges; exchange rate where applicable; date of receipt of the payment order; other relevant information.

**2.5.** Where currency exchange is required in connection with a single payment transaction, the exchange shall be effected by applying the Fibank reference exchange rate at the time of the transaction. Fibank shall notify Users of the exchange rates applied by it by announcing them at its banking offices, as well as on Fibank's website at [www.fibank.bg](http://www.fibank.bg).

**2.6.** For the execution of single payment transactions, Users shall owe the Bank fees whose type, amount and terms shall be determined by the current Tariff of Fees and Commissions of First Investment Bank AD (the Tariff), an integral part of this Prior information.

#### *Payment order execution*

**2.7.** The Bank shall execute payment orders provided that:

a) a duly completed payment order has been submitted, as well as any other data and

documents required by law or agreed with the Bank;

b) the Payer has provided sufficient funds to execute the payment transaction ordered, and to cover the fees associated with its execution.

**2.8.** The Bank shall transfer the full amount of the payment transaction. Execution of partial transfers on individual payment orders shall not be allowed.

**2.9.** The Bank shall ensure the execution of single payment transactions within timeframes and with value date under the LPSPS.

2.9.1. When Fibank is the bank of the Payer, depending on the type of payment transaction and the system through which it is executed, time limits may not exceed 4 business days when the payment transaction is within the EEA, unless due to the nature of the transaction a longer period is required, or it is executed outside the EEA.

2.9.2. When funds are deposited in cash to an account with Fibank in the same currency as the currency of the account, the Bank shall credit the account and set the value date immediately after the time of receipt of funds. Where the payment service user is not a consumer, the account shall be credited and the value date set no later than the next business day after the day of receipt of funds.

2.9.3. Funds unclaimed by the Payee within 7 (seven) days from the date of ordering the transfer shall be returned to the Payer.

**2.10.** The Bank may set a deadline within the business day for execution of payment orders (business hours), after which any payment order shall be considered received on the next business day. The deadline shall be set depending on the rules of the payment system through which the payment transaction is executed, and announced in the banking offices, on Fibank's website or otherwise made available to customers. This shall also apply to incoming transfers, including the transactions under item 2.9.2.

**2.11.** Upon execution of payment transaction within the EEA, the charges paid by the Payer and the Payee shall be shared (SHA), each of them paying the charges due to their respective payment service provider.

2.11.1. Upon execution of payment transaction outside the scope of item 2.11, charges shall be paid (OUR/SHA/BEN), as specified by the Payer.

**2.12.** In case a payment transaction cannot be executed, the Bank shall, at the Payer's request, notify him of the reasons for the failure and of the procedure for correcting the errors, if failed execution was caused by errors, unless there is a prohibition for the provision of such information under the effective legislation of the Republic of Bulgaria or an act of the European Union.

**2.13.** When providing payment services within the EEA in euro or in other currency of a Member

State, the Bank shall be responsible to Users for execution of payment transactions up to the receipt of funds by the payment service provider of the Payee and within the timeframe for execution under the LPSPS.

**2.14.** When a payment order has been executed in accordance with the unique identifier (IBAN) specified therein, such order shall be deemed to have been executed correctly with regard to the Payee specified by the unique identifier.

**2.15.** Users shall be obliged to verify the execution of payment transactions by requiring relevant information. Users shall immediately notify the Bank upon finding out that a payment transaction has been incorrectly executed. Where the Bank has not received a written complaint within 45 days from the date of execution of the transaction, it will be deemed that the User has approved the payment transaction. Notification after that period shall be considered as undue delay.

### *Receipt of money remittances*

**2.16.** Money remittances can be received in the Bank without funds being transferred to an account of the Payee with Fibank. For this purpose, the Payee should consult in advance this Prior information, as well as the terms of the relevant payment service provider.

## **III. FIBANK AS A REPRESENTATIVE/AGENT**

**3.1.** Fibank may accept and execute money transfers offered by other payment service providers. In this case the Bank shall act as a representative/agent, and the relationship between the relevant payment service provider (e.g. Western Union, Easypay, Express M) and the User regarding the services provided shall be governed by the General Terms (as well as by agreements or other documents where applicable) of the respective provider.

3.1.1. Fibank shall make the General Terms and the other applicable documents of the respective provider available to Users.

3.1.2. Complaints relating to such services shall be submitted by Users directly to the relevant payment service provider, with the Bank providing the necessary cooperation.

## **IV. DISPUTE RESOLUTION. PERSONAL DATA PROTECTION. OTHER PROVISIONS**

### *Dispute Resolution*

**4.1.** Any disputes arising between the parties regarding the performance or interpretation of this Prior information and the specific agreements between the Bank and the User regarding the execution of single payment transactions shall be settled by mutual consent. Fibank has provided the option to file written complaints at any of its

banking offices, as well as online, under the Customer Complaint Procedure published on its website at [www.fibank.bg](http://www.fibank.bg). Complaint should be accompanied by all data and documents that substantiate their merits. In order to objectively handle the complaint, resolve the dispute and correct any potential mistakes, the Bank may request additional data or documents.

4.1.1. The Bank shall consider the complaint and notify the User in writing of its decision within 15 (fifteen) business days from the date its receipt by the Bank, respectively from the date of receipt of the documents substantiating its merits, unless this period needs to be extended, to which effect the User shall be notified in writing.

4.1.2. In case the User disagrees with the decision of the Bank, or Bank does not come out with a decision on the complaint within the period specified above, including under the provision for its extension, the User may refer the dispute to the Conciliation Commission for Payment Disputes to the Consumer Protection Commission at the following address: 1000 Sofia, 4A Slaveykov Square, Floor 3, phone: +359 2 9330565, email: [adr.finmarkets@kzp.bg](mailto:adr.finmarkets@kzp.bg), website: [www.kzp.bg](http://www.kzp.bg).

4.2. If such mutual consent cannot be achieved, either party may refer the dispute to the competent Bulgarian court.

### ***Personal Data Protection***

4.3. As a personal data administrator, First Investment Bank AD shall act in compliance with the legislation of the EU and the Republic of Bulgaria, including with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). Customer personal data shall be processed lawfully, in the presence of at least one of the conditions under Art. 6, para. 1 of the GDPR.

4.3.1 The Bank shall provide each customer with a document containing the information on processing of personal data required by law and by Art. 13 and Art. 14 of the GDPR, as well as Information on personal data protection - for payment service users. Where necessary, the Bank shall update such information and make the latest version available on paper or on another durable medium in its banking offices, as well as on the website of First Investment Bank AD at [www.fibank.bg](http://www.fibank.bg).

### ***Other Provisions***

4.4. The Bank shall not be bear responsibility under Art. 78, Art. 91 and Art. 93, para. 1 of the

LPSPS with regard to Users who are not consumers.

4.5. The Bank shall execute payment transactions in compliance with the regulatory and banking requirements and the international standards in the field of measures against money laundering and terrorist financing.

4.6. For any matters not settled by this Prior information for execution of single payment transactions, the relevant provisions of the current Bulgarian and EU legislation shall apply.

4.7. Communication between the parties shall be carried out in writing, in the Bulgarian language, at addresses of the Bank and the User, specified in the documents submitted.

4.8. This Prior information and the Tariff, with which Users should get acquainted in advance, shall be made available to Users at the Bank's offices or on the Bank's website at [www.fibank.bg](http://www.fibank.bg) or in another appropriate manner at the discretion of the Bank.

4.9. For the convenience of the Users - foreign persons, the Bank shall provide this Prior information also in English language. In case of an inconsistency or contradiction, the original text in Bulgarian language shall prevail.

This Prior information for execution of single payment transactions was adopted by the Management Board of First Investment Bank AD.