

## GENERAL TERMS AND CONDITIONS OF FIRST INVESTMENT BANK AD FOR ISSUANCE AND USE OF REVOLVING INTERNATIONAL CREDIT CARDS MASTERCARD AND VISA

### I. DEFINITIONS

1.1. For the purposes of these General Terms and Conditions, the Agreement for issuance of a revolving international credit card and granting of a credit limit (overdraft) on a current account, respectively the Request for issuance of a Microcard, Virtual Card, or for card digitization (hereinafter "the Agreement"/"Credit Card Agreement", or according to the context "Plastic Card Agreement", "Virtual Card Agreement", "Digitized Card Agreement"), concluded between the User of payment services (hereinafter the Account Holder) and First Investment Bank AD, 1784 Sofia, 111 P Tsarigradsko shose Blvd., UIC 831094393 (hereinafter the Bank or Fibank), holding a universal license № PA22-2257/16.11.2009, issued by the Bulgarian National Bank, which supervises its activities, as well as the Application for issuance of an additional card and the Agreement under general conditions to it, concluded between the Bank, the Account Holder and the Authorized User designated by him (hereinafter the „Agreement for additional card“) and all requests, applications, declarations, confirmations and other written agreements thereto, the terms listed below shall have the following meanings:

a) „Basic Interest Rate“ (BIR) shall mean a variable interest rate index used by the Bank as basis for calculating the interest rate on the loan. BIR shall be approved by the Management Board of the Bank and calculated for each individual type of currency, following a method announced by the Bank, on the basis of the ratio between the projected costs of the liabilities of the Bank and the market interest rates for the same currency, applicable to credits in local and foreign currency. BIR<sub>ce</sub> shall mean the Basic Interest Rate adjusted with market environment ratio. BIR shall be applied as a reference interest rate for credit agreements entered into before 23 July 2014;

b) „A Contactless Transaction“ shall mean any transaction made by a Card, including Microcard bearing the logo PayPass, PayWave, or by a Digitized Card in contactless manner, by approaching/touching a payment terminal (ATM, POS).

c) „Virtual POS terminal“ shall mean a logically defined POS terminal used to execute transfers of funds on payment accounts, payment for goods and services, receipt of statements and execution of other payment and non-payment transactions via Internet;

d) „Virtual Credit Card (Virtual Card)“ shall mean a type of credit payment card without plastic which Fibank offers to customers registered in the electronic banking My Fibank with active access and registered Mobile device.

e) „Annual percentage rate of charges on the credit“ shall mean the total charges on the credit for the Account Holder, including all charges on the credit (interest, fees, commissions and other charges under the Law on Consumer Credit) relating to the Agreement, which the Account Holder must pay, expressed as an annual percentage of the total loan amount;

f) „Grace period“ shall mean a period of time, defined in these General Terms and Conditions, for which no interest is due if the conditions for this are fulfilled;

g) „Date of registration in the card system“ shall mean the reference date from which the Bank accrues interest where such is due;

h) „Card account statement“ shall mean a document on a durable medium issued by the Bank to the Account Holder, containing information about the Current available credit limit for the reporting period and the period following it, all transactions made on the Account, including

transactions with each of the cards issued to the Account including Virtual/Digitized Cards, Microcards and data on the amounts, types and dates of performing the transactions, dates of their registration in the card system, the minimum repayment amount as in case of repayment of a transaction by installments (deferred repayment) – information about the amount of the monthly installment, including its sequence from the total number of installments due for the deferred transaction and other payable amounts with their due dates, as well as the interest, fees, and commissions accrued to the Account according to the Agreement, the Additional Agreements to it, these General Terms and Conditions, and the Tariff for the reporting period covered in the statement;

i) „Imprinter“ shall mean a mechanical device for making of payments for goods or services at merchants by taking an impression of the bank card on specially made receipts (slips);

j) „Credit Card“ or „Card“ shall mean a payment instrument agreed between the Bank, the Account Holder and the Authorized User within the meaning of the Law on Payment Services and Payment Systems (LPSPS), representing a revolving bank credit payment card VISA or MasterCard of the „Without deposit“ type, issued by the Bank to the Authorized User, on which information is stored electronically and which is used repeatedly to identify the Authorized User on the basis of a plastic card, to remotely access the Account Holder's own funds and/or Credit limit (bank credit-overdraft) on the Account of the Account Holder, in the amount and under the conditions specified in the Agreement and these General Terms and Conditions;

k) „Digitized Credit Card“ (Digitized Card) shall mean a digitized version of a credit card (plastic card or Virtual card). The plastic card or the Virtual card and its digitized version are one and the same card with one (total) credit limit to one account where all payment transactions are booked. The Digitized Card may be used in the country and abroad, through an NFC Mobile Device, at terminals allowing contactless payments or at virtual POS terminals, depending on the functionality available. Authorized Users of Digitized Cards may be natural persons who have registered for active banking with the My Fibank Mobile Application under the General Terms and Conditions for My Fibank electronic banking, or who have digitized their Cards through a third-party application according to the terms of service of the respective third-party provider and the Terms for digitization and use of Fibank cards through third-party applications, an integral part of these General Terms and Conditions.

l) „My Fibank electronic banking“ or „ My Fibank „ shall mean the automated system for electronic banking of First Investment Bank AD, through which Customers are entitled to remote access via the Internet at <https://my.fibank.bg> to the electronic services offered by the Bank. The My Fibank service can be used on personal computers, portable devices (laptops, tablets, etc.), or via the My Fibank Mobile Application after downloading it from the link.

m) „Mobile Device“ shall mean a of type portable electronic equipment (mobile phone, smart watch, etc.) which by its operating system can use various applications, is provided with various types of radio connection, and allows Internet connectivity. A NFC Mobile Device is a Mobile Device with near field communication (NFC) capability allowing contactless data exchange for the purpose of making contactless

payments.

n) „Microcard” shall mean An additional MasterCard plastic card in reduced size, issued by Fibank that may be used at POS devices allowing PayPass contactless transactions. The Card and the Microcard share the same credit limit

o) „Credit Limit” shall mean the maximum amount of the credit (overdraft) specified in the Agreement, which the Bank allows to the Account Holder and which can be used through the Cards issued to his Account;

p) „Minimum repayment amount” shall mean the total amount the Account Holder is obliged to repay each month, from the date following the end of the reporting period to the final due date, representing:

- 3% (three percent) of the debit balance on the Account (the full repayment amount) as at the last day of the reporting period, but not less than 10 BGN, or the total used amount of the Credit limit, should it be less than 10 BGN, as well as;
- the full amount of the monthly installment in case of repayment by installments (deferred repayment) in accordance with items 10.5 – 10.12. of these General Terms and Conditions;

q) „Exceeded Credit limit” (Unauthorized overdraft) – any exceeding of the allowed Current available credit limit, as a result of performed operation and/or fees, commissions, or interests accrued to the Account by the Bank. The exceeded amount shall be considered an unauthorized overdraft and shall be due immediately;

r) „Collateral” shall mean any surety, guarantee, pledge or mortgage, requested by the Bank and provided by the Account Holder, which gives the Bank the opportunity in case of non-repayment of an amount due under the credit facility, to collect it from the surety or guarantor, or by selling the pledged or mortgaged property;

s) „Authorized User” shall mean the Account Holder or another individual, indicated in the Application for issuance of an additional card, in the name of which, by order of the Account Holder, a credit card has been issued to the Account;

t) „Reporting period” shall mean any period of the duration of the Agreement, which may be from the 20th day of each month until the 19th day of the next month, and for World Elite MasterCard cards – from the first date of each month until the last date of the next month inclusive, for which the Bank issues a Card account statement to the Account Holder;

u) „Total cost of the credit to the consumer” or “Total Cost” shall mean all costs on the loan, as defined in the Additional Provisions, § 1, item 1 of the Law on Consumer Credit (LCC).

v) „Due date” shall mean the date by which the Account Holder is obliged to repay his obligations on the Account fully, or not less than the minimum repayment amount. Due date shall be every 5th day of the month (when the reporting period is from the 20th day of each month until the 19th day of the next month), or every 20th day of the month (when the reporting period is from the first date of each month until the last date of the next month), and if it is on a public holiday, the due date shall be the next working day;

w) „PINt” shall mean an identification number within the meaning of the General Terms and Conditions for My Fibank electronic banking, which consists of numbers and is used together with other independent elements within the meaning of the LSPS to verify the identity of the Authorized User and confirm online payment transactions with cards issued by the Bank;

x) “The Program” shall mean the additional security program for online card payments Visa Secure of the international card scheme VISA, respectively MasterCard IdentityCheck of the international card scheme MasterCard;

y) „Current (card) account”, „Current account” or „The Account” shall mean a bank account, kept by the Bank in the name of the Account Holder, to which one or more Cards are issued, including of different types (trademarks) or classes (classic/standard, gold, platinum, World Elite), to which the transactions performed with the card/s are booked, and from which the principal, interest and other expenses due from the Account Holder are repaid. The Bank shall open the Account by order of the Account Holder, which shall be considered given by signing of an Application for credit card. The relations between the parties in connection with the Account shall be governed by the Bank’s General terms and conditions for opening and keeping of bank accounts and providing of payment services (GTCPs). The Bank shall have the right to officially close the Account at the expiration of the term of the Agreement, should it not be renewed;

z) „Reference interest rate” shall mean the interest rate used by the Bank uses as basis for calculating the variable interest rate applicable to the loan agreement. The Bank shall publicly disclose the reference interest rates – SIR, as well as the applicable base interest rates – BIR, BIRce (reference interest rates for loan agreements entered into before 23 July 2014), by announcing them in the Interest Bulletin, an integral part of the Tariff of fees and commissions of the Bank, published on the website of the Bank at [www.fibank.bg](http://www.fibank.bg), and made available in the Bank’s offices, or in another generally accessible way. In cases where the reference interest rate is a market index such as LIBOR, EURIBOR, SOFIBOR, BIR of BNB, etc., the Bank shall indicate publicly available sources of information;

aa) „On-line mode” shall mean a mode in which each payment card transaction is immediately approved by the authorization system of the payment service provider issuing the card, or of his servicing card system operator, to which authorization system the terminal device where the payment transaction is performed is connected via a telecommunications medium;

ab) „Off-line mode” shall mean a mode where the payment card transaction is performed without requiring approval in real time by the authorization system of the issuer or of his servicing card system operator, or by an international authorization system;

ac) “Software Token” (Fibank Token) shall mean a specialized Mobile Device application that generates a single use transaction authentication number (TAN), respectively a 3D-Secure dynamic password for online payment transactions with cards issued by the Bank. As of 15.08.2022 upon activation of My Fibank Mobile Application the Software Token is built into it and is used together with it;

ad) „Charges” shall mean all amounts due according to the Tariff, such as fees, commissions, expenses, regardless of their type;

ae) „Tariff” shall mean the Tariff of fees and commissions of First Investment Bank AD, adopted by the Management Board of the Bank, including the Bulletin of Interest Rates accrued by the Bank on bank accounts in local and foreign currency (hereinafter Bulletin of Interests or Interest Bulletin), together with all amendments and additions thereof as at the date of their application;

af) „Current available credit limit” shall mean the amount of credit (overdraft), which the Account Holder may use for the current reporting period. It shall be determined by the Bank according to the number and amount of payments performed with the Card/s, the market conditions and their expected impact on the solvency of the Account Holder. It cannot exceed the maximum amount of bank credit specified in the Agreement;

ag) „ATM (Automated Teller Machine) Terminal”, or „ATM” shall mean a device for withdrawing of cash, as well as for deposit of cash with credit card issued by Fibank – for the ATMs marked with sticker for deposit function, payment of services, transferring of funds between

accounts, or performing of other payment or non-payment operations;  
ah) "POS (Point of Sale, Point of Service) Terminal", or „POS shall mean a device,

through which payments for goods and services, reference and other payment and non-payment transactions are made using a payment or prepaid card;

ai) „Account Holder“ shall mean an individual, in whose name a current (card) account is kept;

aj) "Merchant" shall mean a person offering goods and/or services through the Internet, the payment for which is done by a card, provided that such person participates in the programs MasterCard IdentityCheck or Visa Secure, indicated by the sign of the respective Program on its website;

ak) "3D-Secure dynamic password" shall mean a unique single use code (including TAN in case of activated Mobile Application with inbuilt Software Token) which, together with a 3D-Secure static password, PINt or biometric data, serves for authentication of the Authorized User and confirmation of online transactions with payment cards issued by the Bank at Merchants participating in the Program;

al) „3D-Secure static password“ shall mean a password that is added to the 3D-Secure dynamic password for authentication of the Authorized User and confirmation of online transaction with payment cards issued by the Bank at Merchants participating in the Program;

am) "QR (Quick Response) Code" shall mean a matrix code in the form of a square with black modules on a white background, with encoded information that is displayed when scanning the code with a Mobile Device camera. The QR Code is used for encoding and reading of information.

## II. SUBJECT

2.1. These General Terms and Conditions shall govern the relationship between the Bank, the Account Holder and the Authorized User in connection with:

2.1.1. the issuance, use, servicing and administration of the credit card, including Digitized Card/Microcard/Virtual Card, as well as the conditions for granting, use and repayment of the bank credit-overdraft to the Account;

2.1.2. these General Terms and Conditions shall also apply to remote agreements, entered into by electronic means.

2.2. These General Terms and Conditions shall constitute an integral part of the Agreement, and the Agreement for additional card.

2.3. References in these General Terms and Conditions to „Credit Card“ „Card“, „the Card“, etc. shall also apply to Microcards/Digitized/Virtual Cards, unless where expressly stated otherwise.

## III. GENERAL PROVISIONS

3.1. Pursuant to the requirements of LPSPS and the regulations for its implementation concerning the provision of prior information, the Bank shall make these General Terms and Conditions, the Tariff, the GTCPS and the terms of the offered credit products available to its customers in an accessible way, through announcing them on the Bank's website at [www.fibank.bg](http://www.fibank.bg), or in another manner on a durable medium in the form of intelligible text in Bulgarian language. In compliance with the requirements of the Law on Consumer Credit, it shall make all preliminary information available to the Consumers in its banking offices, allowing them sufficient time for making an informed decision for the use of the service concerned, respectively for concluding of an Agreement.

3.1.1. Upon request, the Bank may provide the preliminary information under LPSPS in a manner different from those specified in item 3.1., subject to charges according to the Tariff.

3.2. (1) The Card is intended for use in the country and abroad through terminal devices, marked with the brand of the respective Card – MasterCard or VISA. The Bank shall be obliged, by order of the Authorized User, to perform the following transactions:

3.2.1. payments for goods and services, including initiated by or through the Payee, or withdrawing of cash through a POS or an imprinter;

3.2.2. payments for goods and services, and transfers between accounts through virtual POS terminals;

3.2.3. withdrawing of cash through ATMs;

3.2.4. deposit of cash through Fibank ATMs with deposit function in the country;

3.2.5. transfers between accounts and payments for services through ATMs in the country, provided the technical possibility for that is ensured by the respective card operators;

3.2.6. references and other payment and non-payment transactions.

(2) Digitized Card and Microcards are intended for use in the country and abroad at payment terminals (ATM, POS) allowing contactless payments. No payments can be made with them over the Internet or by other remote means of communication that require the physical presence of the card, except for Cards digitized through third-party mobile applications (depending on whether the particular application supports this functionality).

(3) The Virtual Card is intended for payments over the Internet or by other remote means of communication as after digitization of the Card in the My Fibank Mobile Application or in third-party applications in compliance with the "Terms for digitization and use of Fibank cards through third-party applications" it can also be used at payment terminals (ATM, POS) for contactless operations through Mobile device (mobile phone, smart watch, others).

3.3. The Bank shall have the right to expand or limit the scope of services which the Authorized User can use with the Card, to change the terms, including the price based on changes in the current legislation, the market conditions, for security reasons or due to improvements in the respective service. The Bank shall notify the users of the changes, new services and special terms and conditions for their use, by publishing them on the website of the Bank, and shall not bear responsibility for any damages or lost profits resulting from limiting the scope of services.

3.4. The Bank accepts to make payments from the Account under the conditions of an overdraft, pursuant to these General Terms and Conditions. Payments can be made up to the amount of the agreed overdraft limit on the Account, regardless of the number of cards issued to it, including Virtual/Digitized Cards/Microcards.

3.5. The Bank shall provide options for submission of Credit Card applications and entering into Credit Card Agreements under these General Terms and Conditions and the additional agreements to it both in person at the Bank's offices or remotely by electronic means/ another mean of remote communication - depending on the conditions of the specific product.

### Submission of applications and entry into agreements by electronic means

3.6. Credit card applications may be submitted electronically through the Bank's website and the My Fibank electronic banking system.

3.7. After assessing the creditworthiness of the applicant, the Bank shall respond with preliminary approval or rejection of the application received. Preliminary approvals shall be valid up to 3 business days from the response date. Credit cards applied for by electronic means can only be used after entering into the relevant agreement, and for individuals that do not have an account opened with the Bank, after successful identification through terms and procedures, determined by the Bank.

3.8. The Bank shall provide an opportunity for the customers, apart

from visiting an office of the Bank, to enter into a credit card agreement remotely, as follows:

- through the My Fibank electronic banking system – provided that they are registered for active banking;
- through a third-party mobile application with secured infrastructure for sharing data and documents /Third-party mobile application/. The Bank shall announce Third-party mobile applications that can be used, along with other preliminary information, at: [www.fibank.bg](http://www.fibank.bg).

3.8.1. Virtual Cards shall be issued remotely through the My Fibank Mobile Application. Virtual Card agreements shall be concluded electronically in accordance with item 3.8. above.

3.9. Customers who are not registered for active banking My Fibank may enter into a credit card agreement remotely by:

3.9.1. performing online registration in a Third-party mobile application and obtaining a qualified electronic signature /QES/ under the terms and conditions of the relevant third party;

3.9.2. performing online registration for active banking in My Fibank under the terms and conditions of the Bank.

3.10. The credit card agreement must be entered into within the validity period of the preliminary approval given by the Bank. Customers may, upon request, also receive the agreement on paper.

3.11. By opting to enter into a credit card agreement through a Third-party mobile application, Customers give their express consent that all data and documents necessary for entry into the agreement, such as personal data and parameters of the selected credit product, including the credit limit/overdraft, are communicated between the Bank and the Customer, respectively signed with QES, through the Third-party mobile application.

Customers who have opted to enter into a credit card agreement through a Third-party mobile application shall comply with its terms of use and security requirements. The Bank is not a party to the relationship between the Customer and the provider of the Third-party mobile application and/or the QES issuer. The Bank shall not be responsible for any actions or inactions of the third party (such as a delay in the transmission of information and documents, termination of service, interruption of access to the Third party mobile application, impossibility of communication due to problems in the global Internet or electronic communications networks), nor for any resulting damages. The fees charged by the third party are separate from the fees charged by the Bank.

#### **IV. ISSUANCE OF A CARD**

4.1. Upon request of the Account Holder, the Bank issues a Card to the Account, to which effect the Bank and the Account Holder shall sign an Agreement.

4.1.1. Upon request of the Account Holder, the Bank issues additional revolving cards to the Account, which may be of different types and classes, including in the name of third parties (Authorized Users) designated by the Account Holder, to which effect the Bank, the Account Holder and the Authorized User shall sign an Agreement. Authorized Users shall be entitled, by the use of the additional cards, to dispose of the available balances on the Account, and/or of the amount of the Current available credit limit.

4.1.2. In the presence of a plastic Credit Card, an additional Microcard may be issued. The Bank may offer silicone bracelets, keyholders and other microcard accessories at the Authorized User's choice.

4.1.3. The Bank reserves its right to refuse the issuance of a Card, including a Microcard, without giving reasons for that.

4.2. The Credit Card is personal, issued to a physical person: the Authorized User. Transactions are authorized based on the Current available credit limit, subject to the conditions for its use, increased by the amount of the available balance on the Account. The Credit Card may be issued as VISA

or MasterCard.

4.3. Every Card is issued with a unique personal identification number (PIN). The PIN is a combination of at least four digits and is used to identify the Authorized User when performing transactions pursuant to these General Terms and Conditions.

4.4. The PIN for every Card is automatically generated at the time of its issuance. The Bank ensures its confidentiality until receiving of the Card and the PIN to it by the Authorized User.

4.5. The Card (in case of plastic card) and the PIN to it are given personally to the Authorized User and the Bank shall ensure its confidentiality. The transfer of the PIN is carried out in one of the ways described below.

4.5.1. For customers with electronic banking, incl. My Fibank Mobile Application - the PIN is displayed after logging in and selecting from the „Cards“ menu the card handed over by a Bank employee to the Authorized User in a sealed, opaque envelope, as well as after entering the means of access and identification used by the Authorized User in My Fibank electronic banking or in the Mobile Application.

4.5.2. For customers who do not use the electronic banking or the Mobile Application My Fibank - the card is handed over in a sealed, opaque envelope containing instructions for obtaining the PIN. The Authorized User should send a unique identification code by SMS to the number indicated in the instructions. Upon successful entry of the code, the Bank will send the Authorized User an SMS with the PIN to the mobile phone number from which the code was previously sent - provided that this mobile number matches the mobile phone registered in the Authorized User's name with the Bank. The Authorized User has three attempts to enter the above code correctly, with a 60-day period from receipt of the card. Receipt of the PIN by SMS is applicable only for numbers serviced by Bulgarian mobile operators.

The PIN can be changed at any time by the Authorized User with a new combination, known only to him, through an ATM of the Bank installed on the territory of the country.

4.5.3. For Virtual Card the PIN is provided by the Bank to the Authorized User through their access in the My Fibank Mobile Application. The PIN can be changed at any time by the Authorized User through the My Fibank Mobile Application in accordance with the requirements under item 5.3.2.

4.6. Authorized users who use electronic banking, incl. the My Fibank Mobile Application can request delivery of the card to an address via courier. Upon delivery, the courier, after identification, shall hand over the card to the Authorized User in person, in a sealed, opaque envelope, and an acceptance protocol shall be signed for the handover. Upon receipt of the card, the Authorized User shall activate the card via electronic banking, incl. My Fibank mobile application. The PIN code for the card shall be displayed in accordance with clauses 4.5.1. and 4.5.2. above.

4.7. In the event that the Authorized User forgets his PIN, the Bank shall issue at his request a new Card with a new PIN, which it shall submit to the Authorized User within 10 working days, under the terms of items 4.4. and 4.5., 4.5.1. and 4.5.2. of these General Terms and Conditions. For the issuance of a new card with a new PIN, the Account Holder shall pay the Bank a fee according to the Tariff.

4.8. The Bank shall store the plastic Card and make it available for receipt by the Authorized User for three months from the date of its issuance. In the event that the Card is not received by the Authorized User within that period, the card shall be destroyed, and the Application shall be considered withdrawn by the Account Holder.

4.9. The plastic Card is property of the Bank and the Authorized User shall be obliged, upon expiration of its validity or termination of the Agreement, to return it to the Bank.

4.10. The name of the Authorized User as stated in his identity document,

the Card number and the date of expiration of its validity are written on its front side (for plastic Cards). In case of change in his name, the Authorized User must submit a request for reissuance of the card, and pay the respective fee according to the Tariff.

4.10.1. For Virtual Cards the name of the Authorized User and the date of expiration of its validity are visualized in the electronic banking My Fibank, including the Mobile Application while the Card number and the CVV/CVC code are to be seen through the Authorized User's access in the My Fibank Mobile Application.

4.11. The Bank shall officially activate the Card following its submission to the Authorized User.

4.12. The Authorized User shall be obliged to protect the Card from bending, breaking, demagnetizing, and other mechanical damage.

4.13. The card digitization, shall be done subject to the General Terms and Conditions for My Fibank electronic banking. Digitization and use of Fibank cards through third-party applications shall be done according to the terms of service of the respective third-party provider and the Terms for digitization and use of Fibank cards through third-party applications, an integral part of these General Terms and Conditions. Depending on the functionalities supported by third-party providers, Authorized Users may also access third-party applications through the My Fibank mobile application.

4.13.1. Unless otherwise expressly stated in the Terms under item 4.13 above, the provisions of these General Terms and Conditions shall also apply to cards digitized through third-party applications.

4.14. Cards issued by the Bank shall be included by default in the MasterCard IdentityCheck and Visa Secure programs, depending on the type of card, ensuring a safer online payment environment, and shall require a 3D-Secure dynamic password for each particular online transaction (with specified amount and recipient) to which a 3D-Secure static password, PINt from the My Fibank Mobile Application with built-in Software Token or biometric data (Fingerprint or Face ID) shall be added when confirming an online card payment. The 3D-Secure dynamic password shall be provided to the Authorized User via a Software Token, by scanning a QR code. Upon activating the My Fibank Mobile Application with built-in Software Token, the 3D-Secure dynamic password shall represent a TAN code generated under the General Terms and Conditions for My Fibank electronic banking. The 3D-Secure dynamic password may also be provided by sending as SMS to the registered in the Bank Mobile Phone number of the Authorized User. The 3D-Secure static password is provided via SMS to the Mobile Phone number of the Authorized User registered in the Bank, as the password can be changed and, if necessary, a new one can be requested by the Authorized User via the electronic banking "My Fibank". The Authorized User can verify his identity and confirm the online payment transaction with a card issued by First Investment Bank AD also by using his biometric data (Fingerprint or Face ID) under the General Terms and Conditions for electronic banking „My Fibank“.

4.15. The Bank shall not be responsible in the event that a service provider fails to ensure transmission or timely delivery of the SMS notification, neither in the cases where, due to circumstances beyond the Bank's control (power failure, lack of internet connection or mobile network coverage, earthquake or other disaster or force majeure circumstance), an SMS or other electronic notification is not sent, respectively received by the Authorized User. The Bank shall not be liable for any damages caused by the action/inaction of third parties, nor in the case of wrong or outdated data submitted by the Authorized User such as mobile phone number, etc. Updating of such data may be done at an office of the Bank and also remotely, under the General Terms and Conditions for My Fibank electronic banking.

## V. CONDITIONS FOR USE OF THE CARD

5.1. The card can only be used by the Authorized User. The Card may not be borrowed, transferred, or made available to third parties in any way. The card number, displayed on its front side (for plastic Cards), must not be communicated to third parties, except for transactions under item 6.3.

5.2. When using the Card at a terminal device, including for contactless payments, and where the terminal device so requires – also by entering a PIN and/or placing a signature on the document for the transaction, respectively when paying for goods or services over the internet by entering his name, card number and expiration date (for plastic cards), including the CVC2/CVV2 code, 3D-Secure dynamic password/3D-Secure static password, PINt, the Authorized User identifies himself and authenticates the transaction, the payment amount and the recipient, gives his consent and orders the Bank to execute the transaction, which unconditionally binds him with the consequences, releasing the Bank from any responsibility for damages or lost profits resulting from its execution. For Card payment transactions initiated by or through the Payee, by providing the Card's identifying information (card number, validity, CVV2, CVC code) to the Payee, the Payer gives consent to the Payee to initiate the payment transaction and to the Bank to execute it, which binds the Payer to the consequences of its execution. Respectively, the Bank shall execute the transaction as duly authorized by the Payer and shall not be responsible for any damages or lost profits from its execution.

### Security

5.3. The Authorized User must take all reasonable steps to keep the personalized security features of the Card, including:

5.3.1. store the Card, respectively the Microcard (the Mobile Device in the case of Virtual/Digitized Cards) responsibly and with good care, taking all necessary precautions against its damage, destruction, loss, tampering, theft, or use in any illegitimate way different from the conditions for its issuance and use;

5.3.2. keep his PIN secret and take all necessary measures to prevent third parties from learning it. The Authorized User must not store his PIN in any way that allows other persons to learn it, including not write its digits, even in random order, on the Card itself, or on any object he carries together with the Card. The PIN selected by the Authorized User must not consist of easily detectable combinations (such as a phone number, date of birth, car registration number, etc.).

5.3.3. keep secret the CVC2/CVV2 code (for plastic cards) and the card number, as well as the 3D-Secure static password/PINt, not providing them to third parties, except for the purposes specified in item 5.2, in the cases when these data are required to confirm payment.

## VI. PAYMENTS WITH THE CARD

6.1. The Card entitles the Authorized User to perform non-cash payments for goods and services at merchants in the country and abroad, in on-line or off-line mode, and for Digitized Cards and Microcards – at terminals allowing contactless payments (including cash withdrawals from contactless ATMs – for Microcards branded with the MasterCard logo).

6.2. When using the card for payment of goods and services through a terminal device or an imprinter, the Authorized User shall, before confirming the transaction, make sure that the payment amount is correct, then enter his PIN when such is required for payment at a terminal device and/or sign the document for the transaction (receipt, voucher, other), which is presented to him by the person receiving the payment order. The signature on the document for the performed transaction must correspond to the signature placed on the back of the plastic Card/the identification papers of the Authorized User. When using the Card at a terminal device by the way of inserting it in/swiping it through/tapping the device, by entering the PIN of the Card, respectively by placing a signature on the document for the transaction, the Authorized User confirms the amount of

the payment and orders the Bank to debit the Account with this amount and transfer it to the account of the payee. The person receiving the payment order has the right to request the Authorized User to identify himself by presenting an identity document.

6.3. (For plastic cards) When paying for goods or services ordered through phone, fax, Internet, etc., the Authorized User normally performs the transaction by stating his name, the number of the Card and its term of validity, including the CVC2/CVV2 – the last three digits of the code written in italics on the paper strip on the back of the Card, as well as, where necessary, any other information according to the rules of the card organizations. By inputting the necessary data the Authorized User identifies himself, confirms the amount of the payment and orders the Bank to debit the Account with this amount and transfer it to the account of the payee.

#### **Click to Pay (6.4.- 6.5.)**

6.4. The Click to Pay service of the international VISA card scheme can be used for online payments with cards issued by Fibank and registered for the service.

6.4.1. Authorized Users state their request for online payments to be made via Click to Pay by filling their email address, specified upon registering for the service, in the designated field on merchant's website. Authorized Users shall check the validity of the email address to which their card is linked, as well as the mobile phone number provided for use of the My Fibank services, and upon change thereof immediately notify the Bank.

6.4.2. After successful online verification the card details are displayed on the website of the Click to Pay participating merchant, and the card can be used to make the payment. Payment confirmation is made by the confirmation methods described in these General Terms and Conditions, including the use of 3D passwords (Static and Dynamic).

6.5. The General Terms and Conditions of My Fibank electronic banking shall apply to the registration, subsequent management, deregistration, and all other aspects associated with the Click to Pay service.

6.6. When paying with a card bearing the MasterCard PayPass, respectively the VISA payWave logo or with a Digitized Card/Microcard at POS terminals in the country and abroad, contactless payments may also be made by tapping the card/Mobile Device to the POS, without it being necessary to insert/swipe the Card (contactless payment).

6.6.1. When the contactless payment is within the limits approved by the international card scheme for the respective country, the order is usually accepted without entering the PIN and/or signing a document for the performed transaction, and can also be executed in off-line mode.

6.6.2. When the contactless payment is above the limits approved by the international card scheme for the respective country, the order is accepted and executed in on-line mode up to the withdrawal/payment limits set for the Card, pursuant to items 6.18, respectively 6.19 of these General Terms and Conditions, as well as subject to item 6.2.

6.6.3. By applying for issuance of a contactless payment card including Microcards, as well as by applying for a Virtual/Digitized Card, the Account Holder and the Authorized User confirm that they are familiar and agree with the type of payment and methods of ordering and execution of transactions with this card. They agree that the Bank shall consider any contactless payment ordered by this card permitted by Authorized User and shall execute it by debiting the Account of the Account Holder with the ordered amount and transferring it to the account of the payee.

6.6.4. To perform contactless transactions with a Digitized Card through the MyFibank Mobile Application, the Mobile Device needs to be connected to the Internet. In the absence of internet connection

the Bank shall allow the Authorized User to perform a limited number of payments with the Digitized Card, after the exhaustion of which payments can only be made after connecting the Mobile Device to the Internet.

6.7. A person accepting card payments at a POS device through which such payments are made, may refuse to accept the Card in the event of:

6.7.1. invalidity of the Card;

6.7.2. mismatch of the signature on the Card with the signature on the document for the transaction, or with the one on the identity document, or absence of signature on the Card (for plastic cards);

6.7.3. refusal on part of the Authorized User to present a document confirming his identity, or attempted use of the Card by an unauthorized person;

6.7.4. impossibility to obtain confirmation for execution of the transaction;

6.7.5. suspicion of a counterfeit or forged Card.

6.8. The persons accepting card payments have the right to request authorization of the transactions made with the Card, in the process of which available funds are blocked on the Account of the Account Holder.

6.9. The card can be used for withdrawing cash in one of the following ways: Cash advance – from authorized banks in the country or abroad (for Digitized Cards/Microcards – only at payment terminals allowing contactless payments), or Cash back – at commercial outlets in the country which provide this service, following authorization at terminal devices on the territory of the country or abroad, marked with the brands of MasterCard and VISA.

6.10. For any cash withdrawal/deposit from/through an ATM on the territory of the country, the Authorized User may request the issuance of a receipt by activating the respective command.

6.11. The Bank shall execute the transactions ordered through the Card by debiting the Account of the Account Holder with the amounts of the respective payments in the order of their receipt by the Bank.

6.12. The normal time period within which the Bank shall debit the Account is 3 working days after performing of a transaction in the country, and up to 10 calendar days after performing of a transaction abroad, depending on the type and place of the specific transaction. It is also possible that debiting of the Account takes a longer period of time, depending on the moment of receipt of the request for payment from the servicing bank of the payee.

6.13. Through Fibank ATMs bank-notes in Bulgarian lev (BGN) can be deposited (coins shall not be accepted) up to the limits set under item 6.18.

6.13.1. The sum (amount) of the deposit shall immediately affect the available balances of the Account and shall be accounted with value date – the date of the operation, as in case of deposit of foreign currency the Bank shall perform the exchange as described in item 6.16.

6.14. Bank-notes separated during processing the deposit as non-genuine or counterfeited shall be retained by the bank for verification as the sum of the deposit shall be decreased by their value. If the retained bank-notes prove to be valid after the verification their value shall be credited to the Amount.

6.15. Bank-notes which are damaged are not accepted as they shall be automatically returned back by the ATM before the operation is over, respectively the deposit shall be decreased by their value. By entering PIN, the Authorized User confirms the final sum (amount) of the deposit, visualized on the screen of the ATM and the received by him/her returned bank-notes, in case there are any.

6.16. In case of performing an operation in a currency different than the currency of the Account, the Bank shall perform the exchange applying

the exchange rate of Fibank as at the time of debiting/crediting the Account. For transactions abroad, the amount shall be converted into a settlement amount in the respective currency, according to the exchange rate of VISA or MasterCard, depending on the type of card, after which the Bank shall convert the resulting amount into the currency of Account, applying the exchange rate of the Bank as at the time of debiting/crediting the Account.

6.17. For each transaction with the Card/s, the Account Holder shall pay charges according to the Tariff, by which the Bank shall officially debit his Account.

6.18. The Authorized User may perform non-cash payments, cash withdrawals and cash deposits with the Card up to the limits set by the Bank for one transaction, for 24 hours, for seven consecutive days, and for maximum number of transactions for the respective period (withdrawal/payment/deposit limits).

6.18.1. The Bank may unilaterally change the limits set for the Card under item 6.18., of which it shall immediately notify the Account Holder by announcing them in its banking offices or on its website at [www.fibank.bg](http://www.fibank.bg) or in another appropriate manner.

6.19. The limits set for the Card under item 6.18. can be changed at the request of the Account Holder by selecting one of the levels of limits determined by the Bank. When changing the limits at the request of the Account Holder, the latter shall pay the Bank a fee according to the Tariff.

6.19.1. The normal time period within which the Bank shall execute the instructions of the Account Holder for changing of parameters of the Card is 5 working days.

6.20. The Account Holder shall pay to the Bank a fee for maintaining the Card according to the Tariff.

## **VII. CONDITIONS FOR USE OF THE CREDIT LIMIT (OVERDRAFT)**

7.1. The credit limit (overdraft) on the Account can be used with each of the cards issued to it, after signing the Agreement, providing the agreed collaterals and in accordance with the provisions of these General Terms and Conditions.

7.2. During each reporting period, the Account Holder and the users authorized by him shall have the right to use an overall credit limit (overdraft) up to the amount of the Current available credit limit, of which amount the Bank shall notify the Account Holder in accordance with Section IX of these General Terms and Conditions.

7.3. The Account Holder and the Authorized Users may not exceed the Current available credit limit. Any used amounts which exceed the Current available credit limit shall be considered unauthorized overdraft and the Account Holder shall be obliged to repay such amounts to the Bank immediately after their occurrence.

## **VIII. INTERESTS AND CHARGES**

8.1. For all transactions performed up to the amount of the Current available credit limit, which are registered during one reporting period, the Account Holder shall be entitled to a Grace period of up to 45 days, and for World Elite MasterCard cards up to 50 days, except for in cases of repayment by installments under items 10.5 – 10.12. The Account Holder shall only be entitled to a Grace period upon the condition that by the due date he has repaid in full the amount of the debit balance (full repayment amount) formed on the Account during the respective reporting period.

8.1.1. In case the amount of the debit balance is not repaid in full as provided in item 8.1. above, the Account Holder shall pay to the Bank an annual interest amounting to the Reference interest rate of the Bank for the currency of the approved Credit limit under the Agreement, applicable as at the date of accrual, increased by a surcharge as indicated in the Agreement respectively the applicable fixed interest rate according the Agreement. Debit balances shall accumulate interest

based on the actual number of days, accepting the year as equal to 360 days – 365/360. Interest shall be charged on the outstanding amounts for each individual transaction, from the date of its registration in the card system to the Bank until the date of repayment. The Bank shall officially debit the Account of the Account Holder with the amount of interest on the last day of the subsequent reporting period. In case of partial repayments to the Account, settling of the obligations of the Account Holder shall take place in the following order: 1) outstanding obligations from previous reporting periods; 2) installments in case of repayment by installments; 3) interest and charges for the last reporting period; 4) cash withdrawals; 5) payments for goods and services and other transactions.

8.1.2. In case of change of the applicable Reference interest rate, the agreed interest rate shall be adjusted accordingly as of the date of the change, without it being necessary to renegotiate the Agreement. The Bank shall notify the Account Holder of any change in the interest rate prior to its entry into force by announcing the Reference interest rate (BIR for credit agreements entered into before 23 July 2014) on the Bank's website at [www.fibank.bg](http://www.fibank.bg), by providing it on paper or another durable medium in its banking offices, through the Card account statement, or in another agreed manner.

8.1.3. The Bank shall have the right to change the Total Cost of the credit, increasing or decreasing it through an increase, respectively decrease in one or more of the cost components comprising the Total Cost of the credit provided one or more of the following circumstances are in place: (1) significant changes in the legislative, respectively the regulatory requirements by the supervisory bodies that affect the activity of the banking system and/or the Bank; significant changes in the monetary policy of the Central Bank, such as change in the official exchange rate of the Bulgarian lev to the euro, devaluation of the lev, denomination of the lev; and/or (2) any changes in the amounts of insurance premiums or the costs of other additional services related to the loan Agreement that were agreed upon its conclusion or subsequently requested by the Borrower. Changes in the respective type/s of cost/s shall apply to the Agreement automatically, from the date of their occurrence, without the need to conclude an additional agreement with the Borrower. The Bank shall inform the Borrower for the change in 7 days, excepting that other applicable law, related to the cost, requires longer term for notification before the changes are in force, by notification on its website at [www.fibank.bg](http://www.fibank.bg) or by ensuring them available in writing on a durable medium, by announcing them in its banking offices or in another specified way. In case that the changes concern fees and commissions related to payment services the charges are in force regarding the requirements of Law on Payment Services and Payment Systems

In case of disagreement by the Borrower, the same shall be entitled to terminate the Agreement and repay his obligations under the terms of the Agreement.

8.1.4. The Bank shall capitalize the accrued interest and charges by adding them to the principal of the overdraft, for which by signing of the Agreement the Account Holder gives his explicit consent.

8.2. The Account Holder shall be obliged to pay to the Bank the interest and charges owed according to the Tariff in connection with the Agreement and these General Terms and Conditions.

8.3. By signing the Agreement, the Account Holder gives the Bank his explicit written consent to debit officially his Current account and all balances on it, including at the expense of the Current available credit limit and/or at the expense of an unauthorized overdraft, with all amounts due under the Agreement and these General Terms and Conditions, including interest and charges.

8.4. The methodology of First Investment Bank AD for determining the reference interest rate shall form an integral part of the Agreement.

## IX. REPORTING

9.1. After expiration of the reporting period, the Bank shall provide the Account Holder with a Card account statement in writing on a durable medium. The account statement contains information on transactions made with all cards issued to the Account, including with Virtual/Digitized Cards/Microcards, as in case of repayment of a transaction by installments – information about the amount of the monthly installment, including its sequence from the total number of installments due for the deferred transaction.

9.1.1. The Bank may provide the Account Holder with information on amounts due on the Account, for each payment operation or with other information by calling and/or sending SMS notification to the contact mobile phone specified by him, by e-mail, or in another appropriate manner, for which the Account Holder gives his consent. The Bank shall not be responsible when conscientiously has been provided the information to the e-mail address/contact mobile phone number specified by the Account Holder/Authorized User, if the same is wrong, inaccessible or has not been maintained and the Bank has not been notified in written for this circumstance.

9.2. The Card account statement shall be made available to the Account Holder in electronic form – for Fibank customers who are registered with the electronic banking My Fibank, or on another durable medium, as agreed with the Bank.

9.2.1. The Account Holder shall be obliged to store the documents received on his own durable medium for a period sufficient for the purposes of the information.

9.3. At the request of the Account Holder the Bank may also issue other documents relating to transactions performed on the account, its balances or other information, including for past periods.

9.3.1. For issuance of other account statements, reports and providing of information at the request of the Account Holder in a different regularity or volume, he shall owe the Bank a fee according to the Tariff.

9.4. The Account Holder shall be obliged to notify the Bank immediately if he does not receive the reporting information he is entitled to within a period of time normally required for this, given the chosen means of communication.

9.5. The Account Holder shall be obliged to immediately examine the contents of the received reporting information and upon detecting any discrepancies to notify the Bank without delay, according to the terms and conditions for submitting objections stipulated in the GTCPS.

9.6. If the Bank does not receive a written objection within 45 days from the date of registration of the transaction in the card system, it shall be considered that the Account Holder has received and approved the reporting information and the payment services associated with it. Notification of the Bank following this period shall be considered unreasonable delay on part of the Account Holder.

## X. REPAYMENT OF THE CREDIT LIMIT (OVERDRAFT)

10.1. The Account Holder shall be obliged each month, by the due date or by the following working day if the due date is on a holiday, to deposit to the Account the minimum repayment amount referred to in the Card account statement, including the whole amount of the monthly installment in case of repayment by installments. The circumstance that the Account Holder has not received the statement does not exempt him from the obligation to repay the due amounts in a timely manner.

10.1.1. The Bank shall have the right to unilaterally change the minimum repayment amount, to which effect it shall inform the Account Holder in advance, with the Card account statement or by another appropriate means.

10.2. The Account Holder shall be entitled to repay the used Credit limit (overdraft) in full at any time of the duration of the Agreement, without

owing charges for that.

10.3. Upon termination of the Agreement, regardless of the reasons for that, the Account Holder shall be obliged to immediately repay all his obligations to the amount of the debit balance on the Account, including expenses, charges, interest and principal. The Account Holder shall also be obliged to provide sufficient funds on the Account to cover all payments delayed in time.

10.4. Repayment of an obligation to the Account shall only take effect if funds are deposited to it in cash, through ATM of Fibank with deposit function or transferred to it. The Bank shall have no obligation to officially deduct funds from other accounts of the Account Holder or the Authorized User on the due date or prior to it, and availability of funds on other accounts of the Account Holder or the Authorized User with the Bank shall not lead to repayment of their due obligations on the Account, unless expressly otherwise agreed between the parties.

### Special conditions in case of repayment by installments (deferred repayment)

10.5. First Investment Bank AD may allow payment of the used Credit limit by equal monthly installments for POS payments, including virtual POS, made by credit cards issued by the Bank, including Fibank-eMAG cards.

10.6. Payment by installments of the used Credit limit may be requested by the Account Holder through My Fibank electronic banking, including the Mobile Application, within the reporting period in which the payment was made, for a period selected by the Account Holder according to the options available. The request for payment in equal monthly installments shall be signed by the Account Holder using the My Fibank means of access and authentication. When the status of the request, visible in the „Ordered documents“ menu of the Account Holder's profile in My Fibank changes to „signed“, the request shall be considered approved by the Bank and have the effect of an additional, electronically signed installment payment agreement to the credit card Agreement. Based on this installment payment agreement and after debiting the Account in accordance with item 6.12. above, the Bank shall provide in the Account Holder's profile in My Fibank details about the total amount due in the currency of the Account, as well as the amounts and dates of installment payments and commissions due by the Account Holder according to the selected payment period.

10.6.1. Payment by installments when using with Fibank – eMAG cards shall be requested by the Account Holder upon payment to the eMAG merchant, according to the information provided by the merchant for products eligible for such payment. The Terms and Conditions of Terms of First Investment Bank AD for payment with Fibank-eMAG credit cards in monthly installments shall apply, available at: [www.fibank.bg](http://www.fibank.bg).

10.7. The Bank shall not accept repayment by installments when:

- a) the transaction amount is below the minimum amount specified in the Tariff;
- b) the amount represents interest, fees or monthly installments accrued under the Agreement;
- c) the transaction is related to gambling or other specific activity, at the discretion of the Bank;
- d) the circumstances under item 13.1. have occurred or the Card has been blocked or deactivated;

e) the request for payment by installments has been made by a person who has not identified himself in accordance with the procedure established by the Bank or by a person other than the Account Holder /e.g. by proxy/.

10.8. The Account Holder may, without owing compensation or a penalty and without stating a reason, withdraw from the additional installment payment agreement within 14 days from the date of the first card account statement (after entering into the relevant agreement), by submitting



a withdrawal notification at an office of the Bank. In these cases, no commission shall be due under item 10.9., and repayment of the used credit limit for the remaining period after acceptance of the withdrawal by the Bank shall be carried out in accordance with the provisions of the Credit Card Agreement and these General Terms and Conditions.

10.9. For repayment by installments the Account Holder owes a commission over the amount of the transaction in accordance with the Tariff which is collected by the Bank with each monthly installment.

10.9.1. The Account Holder does not owe interest on the amounts subject to repayment by installments except in case of overdue when the stated in Section XI "Overdue payments" applies.

10.10. The Account Holder may at any time repay ahead of term the due equal monthly installments after claim that over the telephone or at the Bank's office by submitting the relevant document.

10.11. In case of repayment by equal installments the available amount to the account is deducted by the whole amount from the Credit limit which amount is deferred for repayment by installments.

10.11.1. The Account Holder receives information through the monthly card account statement for the amount of the monthly installment due, including its sequence from the total number of installments due for the deferred transaction.

10.12. For the obligations to the credit card which are not subject to repayment by equal monthly installments the standard condition, order and way of repayment provided in the Agreement and the present General Terms and Conditions shall be applicable.

## **XI. OVERDUE PAYMENTS**

11.1. If the Account Holder fails to pay the minimum repayment amount by the due date of the respective reporting period, he shall pay the Bank an interest on the outstanding debt pursuant to item 8.1.1. plus a penalty surcharge according to the Agreement and the Bulletin. The Bank shall officially debit the Account of the Account Holder with the amount of the penalty surcharge on the day following the due date, and if it is on a holiday – on the first subsequent working day.

11.2. The Authorized User shall be entitled to make payments with the Card, including the Virtual/Digitized Card only to up to the approved Current available credit limit for the respective reporting period. In case of exceeding the Current available credit limit on the Account (unauthorized overdraft), regardless of the reason for that, the Account Holder shall be obliged to immediately repay the amount by which the limit has been exceeded. In this case the Account Holder shall owe the Bank interest on the amount exceeding the Current available credit limit pursuant to item 8.1.1. plus a penalty surcharge for unauthorized overdraft according to the Agreement and the Bulletin. The Bank shall officially debit the Account with the amount of the penalty interest on the last day of the reporting period.

11.3. If the Account Holder fails to make any payment on the overdraft more than five (5) working days after the date on which such payment has become due, the Bank shall have the right to block all Cards issued to the Account. The Cards shall be unlocked at the request of the Account Holder after repayment of the overdue payments. The Bank shall have the right to officially unblock the Cards upon fulfillment of the above conditions.

11.4. If the Account Holder fails to repay any of his due obligations, the Bank shall have the right to block the cards issued to the Account (including the Virtual /Digitized Card) and take immediate action for compulsory collection of the payable sums, including by court order.

## **XII. RIGHTS AND OBLIGATIONS OF THE ACCOUNT HOLDER/ AUTHORIZED USER**

12.1. The Account Holder/Authorized User shall be obliged to:

12.1.1. use the approved Credit limit (overdraft) only for the purposes

and in the manner provided in these General Terms and Conditions;

12.1.2. repay his obligations under the used Credit limit (overdraft) within the prescribed time limits;

12.1.3. immediately notify the Bank in writing in case of occurrence of any changes to the data contained in the Application for credit card, the Agreement, or the Agreement for additional card;

12.1.4. provide a declaration of economic relatedness (in a standard form) and notify the Bank in writing in case of any changes to the circumstances declared therein;

12.1.5. immediately notify the Bank upon the occurrence of events that create objective impossibility or undermine in any way his ability to fulfill his obligations under the Agreement and these General Terms and Conditions;

12.1.6. provide sufficient balances for repayment of the obligations on the Account, including through the granted credit;

12.1.7. provide the Bank with any information and documentation required for the purposes of the banking supervision;

12.1.8. keep the Card/Microcard/the Mobile Device (for Virtual/Digitized Cards) with good care and only use it personally and in accordance with the conditions for its issuance and usage, observing the security measures and these General Terms and Conditions, for Digitized Cards – also the General Terms and Conditions for My Fibank electronic banking, and for Cards digitized through third-party applications – also as set out in the Terms for digitization and use of Fibank cards through third-party applications.

12.2. The Account Holder shall have the right to:

12.2.1. For Agreements to which the Law on Consumer Credit (LCC) applies, withdraw from the Agreement, without owing compensation or penalty and without giving any reasons, by depositing on site or sending by mail or courier a written notification to the Bank's correspondence address specified in the Agreement, within 14 calendar days from the date of its conclusion.

12.2.2. The withdrawal of the Account Holder from the Agreement shall enter into force and the Agreement shall be terminated provided that the notification is made within the timeframe and under the terms of item 12.2.1. and the Account Holder has returned/ensured the returning to the Bank of the Cards issued to the Account, including Microcards, has repaid in full the used Credit limit, including the transactions received by the Bank after sending of the withdrawal notification, respectively after returning of the Cards to the Bank, has paid the due interest, calculated for the period from the date of utilization of funds from the Credit limit until the date of their repayment, as well as all the expenses of the Bank to public administrative bodies which the Bank has made and which are not subject to recovery in other order, without undue delay and no later than 30 calendar days from the date on which the notification was sent/deposited.

## **XIII. EARLY COLLECTION**

13.1. The Bank shall have the right to call the used overdraft due and payable early and in full by written notice to the Account Holder for a term determined by the Bank, in the event that:

13.1.1. the Account Holder does not make any payment under the Agreement or these General Terms and Conditions for more than 5 (five) working days after the date on which such payment has become due;

13.1.2. the Bank has been familiar with facts and circumstances of deterioration in the financial indicators of the Borrower comparing with the initial ones at the conclusion of the Agreement and after accomplished analysis from the Bank is available serious deterioration in the financial condition of the Borrower. As a result of the analysis it

is determined that the Borrower has already delay in his payments or there is a possibility to not meet any payment due to third party, the Bank shall be entitled to unilaterally reduce the authorized overdraft, of which it shall notify the Borrower in a timely manner

13.1.3. the Account Holder/Authorized User has used the overdraft for purposes or in a manner other than those stipulated in the Agreement and these General Terms and Conditions;

13.1.4. the Account Holder has provided false or inaccurate data which has motivated the Bank to conclude the Agreement and authorize the use of the overdraft;

13.1.5. the Account Holder/Authorized User violates any other condition under the Agreement, respectively Agreement for additional card, these General Terms and Conditions, or the collateral provided;

13.1.6. the Account Holder allows restrictions to be imposed on his ownership rights on real estate property, or any interdictions or legal weights are imposed on his real estate property – from the date of such imposition/s, or rights in favor of third parties are instituted on his property or on receivables under agreements to which he is a party, including in case of pledging or levying the receivables on accounts kept with the Bank.

13.2. The used overdraft shall become due and payable immediately and in full and the Bank shall take immediate action for compulsory collection of its receivables, including by court order, without notifying the Account Holder and without allowing additional time for compliance, in all cases where:

13.2.1. The Agreement, respectively the right to use the overdraft are terminated, regardless of the reason for that – from the date of their termination.

#### **XIV. COLLATERALS**

14.1. To secure the fulfillment of the Account Holder's obligations under the Agreement and these General Terms and Conditions, the Bank shall accept collateral as agreed in the Agreement.

14.1.1. The conditions on other agreed collateral shall be regulated by a separate Agreement.

14.1.2. The collateral shall be released two months after the termination of the Agreement, unless there is another agreed or legally prescribed period depending on the specific collateral, but not before repayment of all amounts due under the Agreement, including any transactions with the Card/s which have been delayed in time.

#### **XV. DEFAULT**

15.1. In the event that the Account Holder fails to fulfill any of his obligations and/or responsibilities under the Agreement and these General Terms and Conditions within the set time limit, or the used overdraft is called due and payable early and in full under item 13.1. above, respectively the conditions have arisen for immediate collection under item 13.2., the Bank shall have the right to:

15.1.1. collect officially, without court intervention, pursuant to the GTCPS, its due receivables from all accounts, including deposit ones, kept in the name of the Account Holder and/or the Authorized Users with the Bank, for which by signing of the Agreement, respectively the Agreement for additional card, the Account Holder, respectively the Authorized Users give their explicit consent. In the event that, by virtue of this item, the Bank proceeds to collect its due amounts from bank accounts which are in another currency, the exchange rate of the Bank for the respective currency for the day of performing the transaction shall apply;

15.1.2. satisfy itself from all collateral simultaneously, or from one or several of them, as well as from the entire property of the Account Holder/Authorized User in the order provided by law.

#### **XVI. RESPONSIBILITIES**

16.1. The Bank shall not be responsible in any way for the transactions along which the Authorized User makes payments by using the Card.

16.2. In case of breach of their obligations to the Bank in relation to the use of the Card, Account Holders cannot make objections based on their relations with third parties, including with third-party providers.

16.3. The Bank shall not be responsible in case of unreasonable refusal of third parties to accept payments with the Card, or if a payment with the Card initiated by the Authorized User cannot be executed due to technical, communication or other reasons beyond the control of the Bank.

16.4. The use of a Card which has expired, is blocked or forged, is prohibited and may serve as grounds for seeking of civil and/or criminal liability in the court of law.

16.5. The Card may not be used for unlawful purposes, including for obtaining of goods or services prohibited by the current Bulgarian legislation, respectively by the legislation operating within the jurisdiction of the Authorized User.

16.6. The Account Holder shall be responsible for all obligations formed in connection with the issuance and use of all Cards issued to his accounts, and the Authorized User shall be responsible jointly with the Account Holder for all claims of the Bank, arising from payments with the additional Card issued to the Account.

16.7. The Bank shall not be responsible for unauthorized or incorrectly executed payment transactions, unless it is notified in the manner and within the time limits provided in these General Terms and Conditions.

16.8. The Account Holder shall be responsible for all damages and bear all losses, regardless of their size, relating to any unauthorized payment transactions, if they are caused by fraud and/or by failure on his part or on part of the Authorized User to fulfill one or more of their obligations related to the issuance, respectively digitization and/or use of the Card under these General Terms and Conditions, and for the Digitized Cards - also the General Terms and Conditions for My Fibank electronic banking, as well as, where applicable, the Terms for digitization and use of Fibank cards through third-party applications (including with respect to safekeeping of personalized security features), which the parties shall accept as breach of their obligations under Art. 75 of LPSPS due to gross negligence.

16.9. Until receipt of the notification under item 17.1. the Account Holder shall bear limited liability pursuant to GTCPS for any unauthorized payment transactions within the EEA, and after receipt of the notification and blocking of the card the Account Holder shall not bear any pecuniary damages, unless the Authorized User has acted fraudulently.

16.10. The Bank shall not be liable for any damages if it has received an incorrect notification under item 17.1. by a person who, on the basis of unambiguous circumstances, was authorized to make it, and the Bank, acting in good faith, has taken the necessary measures to protect the Account Holder and block the Card.

16.11. The Bank shall not be responsible for refused transactions for reasons beyond its control.

16.12. The Bank shall not be responsible either directly or indirectly, or in any other way for the policies and practices for protection of data and information of the Merchants whose goods or services Authorized Users purchase or use, including personal data provided by Authorized Users to them. The Bank shall not be responsible for the content of websites, including for any advertising done at these websites, for the content of products, goods, materials or services, nor for any losses or damages that have been caused to Authorized Users, or that may be caused to them.

6.13. In addition to the foregoing in this section, for Card payment transactions initiated by or through the Payee, the Payer may request from the Bank a refund of the entire amount of a transaction that has already

been authorized and executed within 56 days of the date on which the Payer's account was debited, provided that the following conditions are simultaneously met, to which effect the Payee shall provide evidence:

- a) the authorization did not specify the exact amount of the payment transaction when the authorization was made, and
- b) the amount of the payment transaction exceeded the amount the Payer could reasonably have expected taking into account the Payer's previous spending pattern, the terms of their existing account/card agreement with the Bank, these GTCPS and other circumstances specific to the case. The Payer may not refer to currency exchange reasons where the reference exchange rate agreed the Bank was applied.

16.13.1. In the event of refusal to refund, the Bank shall provide justification for such refusal and indicate the bodies to which the Payer may refer the matter if they do not accept the justification provided.

16.13.2. The Payer shall not be entitled right to the refund under item 16.13. when the Payer has given consent to execute the payment transaction directly to the Bank or, where applicable, when the Bank or the Payee have provided information to the Payer on the forthcoming payment transaction, or made it available in an agreed manner, at least 28 days before the date of its execution.

## **XVII. DESTRUCTION, LOSS, THEFT, IRREGULAR USE, OR RETENTION OF THE CARD**

17.1. The Account Holder/Authorized User shall be obliged to immediately notify after learning the Bank on one of the following duty phones:

**+359 2 8171143; +359 2 8171144; 0800 12 012, or**

**+359 888 68 10 10 – 24 hours a day**

in the events of:

17.1.1. destruction, damage, retention, loss, theft or depriving in any other way of the Card/the Mobile Device (for Virtual/Digitized Cards), tampering or other unauthorized use of it, as well as suspicion that a third party has learned, or might learn the PIN or the other personalized security features of the Card/the Mobile Device;

17.1.2. performing of a transaction with the Card which has not been authorized by the Authorized User.

17.1.3. when the information for the payment operation has been provided in electronic way (SMS, email etc.) it is considered that the Authorized User has learned about the unauthorized or inaccurately executed operation after receiving of the electronic message.

17.2. After receiving the notification under item 17.1., the Bank shall take all necessary measures to stop the use of the Card, including Virtual/Digitized Cards, even if the Authorized User has acted deliberately or through gross negligence, by blocking the Card for performing of transactions within the timeframe necessary for processing the notification.

17.3. In case of retention of the Card by an ATM (for plastic cards) due to technical malfunction of the ATM or mechanical damage of the Card, the Account Holder/Authorized User shall be obliged to notify the Bank, which shall provide return of the Card if it is retained by an ATM of the Bank, or issue a new card if it is retained by an ATM of another bank.

17.4. In case of renewal of the Card due to loss, theft, damage or any other reason, the Account Holder shall pay the Bank a fee according to the Tariff.

## **XVIII. ADDITIONAL BENEFITS. INSURANCE OF THE AUTHORIZED USER**

18.1. The Bank shall have the right, in accordance with its internal rules, to offer the Authorized User, for a period determined by the Bank, conditions, defined as promotional or other special conditions relating to

the use of the Card, including at the discretion and expense of the Bank or, where provided, upon request and at the expense of the Authorized User, to negotiate with an Insurer the conditions on an insurance policy in favor of the Authorized User in connection with the use of the Card, against risks, with coverage and for a term according to the commercial policy of the Bank, and depending on the type of Card.

18.1.1. The Bank shall provide the Authorized User with a certificate or a policy for the contracted insurance coverage, as well as with the terms of its use, with which terms which the Authorized User should acquaint himself.

18.1.2. The provided insurance coverage does not constitute a collateral for the obligations on the Account, arising from or relating to use of the Card.

18.1.3. The Authorized User declares that he is aware that:

a) In the case of insurance made at the expense of the Bank, failure on his part to fulfill any obligation under the Agreement may be grounds for the Bank to suspend payment of the insurance premium, to terminate the policy, or not to renew it for a subsequent period. Upon deactivation of the Card on any of the grounds set out in these General Terms and Conditions, the Bank shall immediately and without notice to the Authorized User discontinue payment of the insurance premium.

b) In the case of insurance made at the expense of the Authorized User, if in the month in which the insurance policy expires there are not enough funds on the account of Account Holder for payment of the insurance premium, and/or the insured Card is blocked or deactivated regardless of the reason for that, the insurance policy shall be terminated with the expiration of the term for which it was paid.

## **XIX. TERM OF THE AGREEMENT AND TERMINATION. TERM OF USE OF THE CREDIT LIMIT (OVERDRAFT)**

19.1. The term of use of the Credit limit (overdraft) shall be according to the Agreement.

19.1.1. The term of the Agreement, respectively the term of use of the overdraft, shall be automatically extended, each time for a new one-year period, provided that neither of parties has notified the other of termination of the Agreement under item 19.2.1., letter „a“, respectively item 19.2.2., letter „a“.

19.2. The Card Agreement, respectively the Virtual/Digitized Card/Microcard Agreement can be terminated:

19.2.1. unilaterally by the Account Holder:

a) by written notice of refusal to extend the term of the Agreement, placed at Bank` premises 30 days prior to the expiration of the current term of the Agreement;

b) by 30-day written notice at any time of the duration of the Agreement.

19.2.2. unilaterally by the Bank by 60-day written notice to the Account Holder.

19.2.3. in case of death or placement under full or limited prohibition of the Account Holder - from the day on which the Bank became aware of this circumstance.

19.2.4. on other grounds, stated in these General Terms and Conditions.

19.3. With the termination of the Agreement, regardless of the reason for that, the agreements for additional cards, including Microcards/ Digitized Cards, concluded between the Bank, the Account Holder and each of the Authorized Users shall also be automatically terminated.

19.4. The relations between the parties regarding closing of the Account shall be governed by the GTCPS.

19.5. The right of Account Holder and the Authorized User to use the granted overdraft shall be terminated immediately: in the cases of notice of termination of the Agreement; in case of the Bank calling the overdraft due and payable early and in full, upon occurrence of any of the reasons

for early collection under item 13.1. and item 13.2, respectively in case of death or placement under full or limited prohibition of the Account Holder - from the day on which the Bank has been notified of this circumstance.

19.6. The Bank may unilaterally terminate an Agreement entered into under these General Terms and Conditions with immediate effect and without giving express notice to the Account Holder, as well as deactivate the Card and respectively terminate the right to use an overdraft, upon occurrence or establishment of any of the below circumstances: inclusion of the Account Holder/Authorized User in sanction lists of the UN Security Council, the European Union, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the Ministry of Finance or the National Revenue Agency of the Republic of Bulgaria, or in other restrictive lists, including under the Anti-Money Laundering and Countering the Financing of Terrorism Acts, or in case the card has been used for illegal or fraudulent purposes.

19.7. In all cases of termination of the Agreement, respectively of the Account Holder's right to use an Overdraft on the Account:

19.7.1. The Bank shall be entitled to block all Cards, including Microcards, Virtual/Digitized Cards issued to the Account on the day of receipt, respectively of sending of the notice of termination/non-renewal of the Agreement, and to deactivate them upon expiry of the term of the notice;

19.7.2. The Account Holder shall be obliged to ensure the return of all Cards issued to Account by the Authorized Users (for plastic cards);

19.7.3. The Account Holder shall be obliged to fully repay the debit balance on the Account and to settle all other obligations to the Bank, including all fees and amounts due associated with the use of the Cards and the servicing of the Account, prior to the expiry of the notice for termination of the Agreement;

19.7.4. All outstanding obligations, including transactions performed with the Card/s prior to the date of termination of the Agreement, respectively of the expiry of the term of use of the overdraft, but received after that date, shall be due without delay from the Account Holder until their final repayment. The Account Holder shall remain liable for them to the Bank, including after termination of the Agreement, regardless of the grounds for such termination, and the Bank shall have right of collection, respectively of satisfaction of its claims, pursuant to Section XV of these General Terms and Conditions.

19.8. The Credit limit agreement (overdraft) / Credit card agreement, / Plastic card agreement / Virtual card agreement / Digitized card agreement are terminated upon the death or placement under full or limited prohibition of the Account Holder - from the day the Bank has been notified of this fact.

## **XX. VALIDITY OF THE CARD**

20.1. The validity term of each of plastic Card issued to the Account shall be embossed on the Card, respectively on the holder of the Microcard, and shall expire at the end of the indicated month/year.

20.1.1. Upon expiry of the validity term of the Card in plastic the Bank shall officially issue a new Card, provided the term of the overdraft is extended. Not earlier than 10 (ten) days before the expiry of the validity of the Card, the Authorized User can receive his new card at the Bank. If the Account Holder does not wish a new card to be issued, he should notify the Bank in writing not later than 30 (thirty) before the date of expiry of validity of the Card. The Bank reserves its right not to renew any of the cards issued to the Account, without giving motives for that.

20.2. The period of validity of Digitized Cards, except for Cards digitized through third-party applications, shall be automatically renewed according to the period of validity of the plastic Card. Cards digitized through third-party applications shall be renewed as set out in the Terms for digitization and use of Fibank cards through third-party applications.

20.3. The period of validity of the Virtual Card is visualized through the Authorized User's access in the electronic banking My Fibank, including the Mobile Application and expires at the end of the indicated month/year. Upon expiration of the period of validity of a Virtual Card, the Bank shall officially issue new Card unless the credit limit agreement is terminated.

## **XXI. BLOCKING AND DEACTIVATION OF THE CARD**

21.1. The Bank shall be entitled to block the Card, including Virtual/Digitized Cards/ Microcards, under the following conditions:

21.1.1. upon request of the Account Holder/Authorized User. The Account Holder shall have the right to block the Card without the consent of the Authorized User;

21.1.2. in case a distraint is imposed on the Account Holder's Account following the order provided by law;

21.1.3. for objective reasons, related to:

a) security of the Card;

b) suspected unauthorized use of Card;

c) fraudulent use of Card;

21.1.4. in case of death or judicial disability of the Account Holder or the Authorized User – from the day on which the Bank has become aware of such circumstance; in the event of death, the successors shall be obliged to return the Card in plastic to the Bank to be destroyed;

21.1.5. upon receipt by the Bank of a written notice for termination of the Agreement by the Account Holder; in case the Bank calls the Credit limit (overdraft) due and payable early and in full, respectively upon occurrence of any of the reasons for early collection under item 13.1. and item 13.2.; as well as in the event an obligation arises for the Authorized User to return the Card the Bank on other grounds;

21.1.6. automatically – in case of entering an incorrect PIN more than three consecutive times;

21.1.7. in case of significantly increased risk that the Account Holder may not be able to fulfill his contractual obligations for repayment of the Credit limit on the Account, and/or in case of exceeding the Credit limit (unauthorized overdraft);

21.1.8. in the cases expressly provided by law or by these General Terms and Conditions.

21.2. The Bank shall notify the Account Holder of the blocking of the Card in the cases under item 21.1.3. and of the reasons for that, prior to the blocking if possible, or at the latest immediately thereafter, unless giving such information is not allowed for security reasons or for compliance with regulatory requirements.

21.3. A card blocked in the cases under items 21.1.2., 21.1.3., or 21.1.7. shall be unblocked officially by the Bank after elimination of the grounds for the blocking, and in all other cases it shall be unblocked upon explicit written request of the Account Holder, deposited at an office of the Bank, and after payment of a fee according to the Tariff.

21.4. The Bank shall officially deactivate the Cards issued to the Account upon termination of the Agreement, the Agreement for additional card, as well as in case a Card is blocked under item 21.1.5. If a Card is blocked under item 21.1.4., it shall be deactivated after the Bank has received a written notice from the successors, respectively from the appointed guardians or trustees. The Bank may also deactivate an issued Card in other cases, expressly stipulated by law or by these General Terms and Conditions. The Bank shall not be liable for damages caused as a result of deactivation of the Card pursuant to these General Terms and Conditions..

## **XXII. DATA ACCESS AND PROCESSING**

22.1. The Account Holder and the Authorized User give their unconditional and irrevocable consent to the Bank to perform checks and obtain any

tax and insurance information within the meaning of the Tax and Social Insurance Procedure Code from the revenue authorities, respectively from public executors, regardless of the form, type, quality and representative powers with which they are registered, in cases of:

- 22.1.1. failure to fulfill any obligation under the overdraft upon maturity;
- 22.1.2. calling by the Bank of the overdraft due and payable fully or in part, under the conditions specified in the present General Terms and Conditions.

22.2. As a controller of personal data, First Investment Bank AD shall act in compliance with the legislation of the European Union (EU) and the Republic of Bulgaria, including with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council 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/EU (General Data Protection Regulation - GDPR), effective 25.05.2018. Personal data of clients shall be lawfully processed in the presence of at least one of the conditions under Art. 6, para. 1 of the GDPR.

The Bank shall provide to each client a document containing the information on processing of personal data required by law and under Articles 13 and 14 of GDPR, as well as personal data protection information for users of payment services and bank cards. Where necessary, the Bank shall update the information provided. The latest version shall be made available on paper or other durable medium at any time in the Bank's offices and on the website of First Investment Bank AD at [www.fibank.bg](http://www.fibank.bg).

22.3. By signing the Agreement, respectively the Agreement for additional card, Account Holders and Authorized Users give their consent to the Bank to process the personal data provided by them for the purposes of banking supervision, including to provide personal data individualizing Account Holders and the Authorized Users to card operators in connection with the use of the Card and the procedure for disputing transactions by Authorized Users. Authorized Users give consent that they are included in lotteries and award programs organized by the Bank, as well as that the Bank provides personal data individualizing them to third parties for the purpose of inclusion in the said lotteries and award programs in connection with the use of the Card. Authorized Users may refuse participation by express written notice to the Bank.

The Account Holder and the Authorized User give their consent to the Bank to process the personal data provided by them for the purposes and in fulfillment of agreements whereby the Bank assigns its claims in accordance with item 23.3. and item 23.4. below, as well as for the purposes of collection of claims in the cases under item 27.1.10. below, including to provide such personal data to third parties - assignees/new creditors under such assignment agreements, or parties to whom the Bank has outsourced the collection of its claims.

### **XXIII. ADDITIONAL PROVISIONS**

23.1. The amount of the obligations of the Account Holder on the Account shall be established on the basis of the entries in the accounting books of the Bank. The records of all transactions made with the Card are accounting documents under the Accountancy Act and shall be considered true until proven otherwise.

23.2. The records of the orders for execution of transactions and of the other information related to them, supported by the Bank, shall be considered as definitive proof of their contents, as well as of the time of their submission or execution.

23.3. The Bank shall have the right, at its own discretion, to assign its claims from the Account Holder to a third party. In this case the Account Holder shall be entitled to address to this third party all the objections which he has had against the Bank.

23.4. The Account Holder gives his consent to the Bank and authorizes it, upon transferring the claims, to provide the new creditor with information

relating to the Agreement that constitutes bank secrecy or personal data.

23.5. In case the claims of the Bank under the Agreement are transferred to a new creditor, the Account Holder gives his unconditional and irrevocable consent that the Bank collects on behalf of the new creditor all amounts due under the Agreement – principal, interest, penalties, commissions, fees and expenses, according to the order for official collections of the Bank.

### **XXIV. CHANGES TO THE GENERAL TERMS AND CONDITIONS**

24.1. The Bank shall provide Users with information about upcoming changes to these General Terms and Conditions. For changes falling within the scope of the LPSPS, the Bank shall notify Users in advance, at least 2 (two) months before such changes take effect, providing the full version of the new General Terms and Conditions. The Bank shall also provide Users with advance information about changes to the General Terms and Conditions within the above-mentioned period on its website at: [www.fibank.bg](http://www.fibank.bg), section „Upcoming changes to the Tariff and General Terms and Conditions“.

24.1.1. The upcoming changes and the new General Terms and Conditions shall be provided in an accessible form that enables unchanged reproduction, allowing Users to store them for an unlimited period, as well as to print them out for record-keeping purposes and future reference.

24.2. Notifications of changes may be sent via email, SMS/Viber message, or letter, to the last correspondence/email address or mobile phone number of the User registered with the Bank, including by push notifications for Users of the My Fibank Mobile Application, or in another appropriate manner. The Bank shall provide information about upcoming changes, as well as the new General Terms and Conditions, to My Fibank electronic banking Users, in the „Notices“ menu. Users can also receive them in paper form upon request, at an office of the Bank.

24.3. For Users that are not consumers it shall suffice that information about upcoming changes is provided, in the above form and timeframe, in the „Notices“ menu of My Fibank electronic banking, and on the Bank's website: [www.fibank.bg](http://www.fibank.bg), section „Upcoming changes to the Tariff and General Terms and Conditions“, or in another agreed manner.

24.4. Changes in the interest rates and exchange rates resulting from changes in the reference exchange rates and interest rates applicable for their determination shall apply immediately and without prior notice to the user. The Bank shall make such changes available to the user by announcing the applicable interest rates and exchange rates and the corresponding reference levels used as basis for calculating thereof on paper medium in its banking offices, or on its website, or on another durable medium, unless the parties to the Agreement have agreed on another term or manner in which such information has to be made available.

24.5. Changes in the General terms and conditions relating to extending the scope of the services, as well as to the changes in charges and/or conditions of the provided payment services, when they are more favorable to the users, shall apply immediately and without prior notice.

24.6. The terms and procedure for amending and supplementing the Tariff and the appendices thereto, as well as any other details in connection with changes to the general terms and conditions regarding payment services, shall be governed by the GTCPS.

### **XXV. CORRESPONDENCE**

25.1. The correspondence between the parties shall be conducted in Bulgarian language (unless otherwise agreed), in writing, to the addresses of the Bank, the Account Holder and the Authorized User referred to in the Agreement, respectively the Agreement for additional card. All notifications between the parties may be made in writing to

these addresses, by e-mail, unless another manner of notification is expressly provided for in these General Terms and Conditions or in the specific agreements.

25.1.1. For the purpose of making notifications, requesting necessary documents or information, etc., the Bank may send electronic messages (including any statements, notices, invitations or notifications) by e-mail; via the electronic banking, including the „My Fibank“ mobile application; by telephone; SMS/viber messages; with account statements; or using another durable medium. The Bank may also make notifications by posting announcements on its website at: [www.fibank.bg](http://www.fibank.bg), or in its banking offices.

25.2. In case of change of their permanent residence address, e-mail, mobile phone number and/or other data specified in the Agreement, respectively the Agreement for additional card, Account Holders, respectively Authorized Users shall be obliged to notify the Bank within 7 days after the occurrence of this circumstance. Failing that, all notices, invitations and messages sent by the Bank to the last address and/or e-mail specified by the Account Holder/Authorized User shall be deemed served.

25.3. In the event of legal proceedings in a dispute arising in connection with the conclusion, performance, interpretation or termination of the Agreement, respectively the Agreement for additional card or these General Terms and Conditions, the addresses of the parties indicated in the agreements shall be considered addresses for service within the meaning of Code of Civil Procedure for servicing of summons and court messages, unless one of the parties expressly notifies the other of a change of its address. The Bank shall not be liable to the Account Holder for damages caused in case of failure to notify or untimely receipt of the notification.

## **XXVI. DISPUTE RESOLUTION. APPLICABLE LAW**

Objections related to the use of the Card and the payment transactions performed with it

26.1. Any disputes arising between the parties in connection with the execution or interpretation of the Agreement, respectively the Agreement for additional card and these General Terms and Conditions shall be resolved by mutual consent. Fibank shall provide the option of filing a written complaint at any of its bank offices, as well as electronically, under the Client Complaint Procedure published on its website at [www.fibank.bg](http://www.fibank.bg). Any data and documents substantiating the merits of the complaint must be attached to. With a view to objective handling of the complaint, resolving the dispute and correcting any errors, the Bank may request additional data and documents.

26.2. The Bank shall process the complaint and notify the Account Holder in writing of its decision within 15 (fifteen) working days of receipt of the complaint, unless it becomes necessary to extend this period, to which effect the Account Holder/Authorized User shall be notified in writing.

26.3. Complaints of the Account Holder/Authorized User regarding payments made on the territory of the country shall be considered under the terms provided by the current Bulgarian legislation.

26.4. Complaints of the Account Holder/Authorized User regarding payments made abroad (chargeback), shall also be considered under the terms established by the respective card organization MasterCard or VISA.

26.5. In cases of disputed payment, the Bank shall be obliged to take all steps to protect the interests of the Account Holder/Authorized User.

26.6. If it is established that the complaints of the Account Holder/Authorized User are justified, the Bank shall refund the disputed amount to the Account. In case of an unjustified or unfounded disputing of a transaction with the Card, the Account Holder shall pay to the Bank a fee according to the Tariff.

26.7. In the event that the Bank does not issue a decision on the complaint

within the prescribed period, including under the conditions for its extension, as well as in the event the Account Holder/Authorized User disagrees with the Bank's decision, the Account Holder/Authorized User may refer the dispute to the Conciliation Commission for Payment Disputes to the Consumer Protection Commission at the following address:

1000 Sofia, 1 Vrabcha Street, floor 4, phone: +359 2 9330577, website: [www.abanksb.bg/pkps](http://www.abanksb.bg/pkps)

or refer to the competent Bulgarian court.

Objections related to the Agreement for overdraft

26.8. The Account Holder shall have the right to submit written objections concerning the granted overdraft according to the procedure provided by the Bank for submitting of complaints and dispute resolution. The Bank shall take a decision on any received objection with regard to the Agreement and notify the Account Holder of it in writing within 30 days of its receipt.

26.9. The Account Holder shall have the right to approach the Commission for Consumer Protection at Sofia, p.c. 1000, Slaveikov Sq. № 4A, 3rd floor, or at the addresses of the respective regional centers, by filing complaints related to the Agreement.

26.10. The Account Holder shall have the right to approach the conciliation commissions established under Art. 182-184 of the Consumer Protection Act in cases where his rights or legitimate interests have been violated, including where the Bank has not acted within the term envisaged under item 26.8, or where the Bank's decision does not satisfy him and he wishes its extrajudicial examination by the respective extrajudicial body.

26.11. For any issues not settled in the Agreement, respectively the Agreement for additional card and the these General Terms and Conditions, the current normative acts of the effective Bulgarian legislation shall apply, and where applicable – the existing rules of the international card schemes MasterCard and VISA and/or the acts of the European Union.

## **XXVII. DECLARATIONS**

27.1. By signing of the Application for credit card, the Agreement, respectively the Agreement for additional card, the Account Holder/Authorized User declares that:

27.1.1. the documents and information provided by him in relation to the conclusion of the Agreement/Agreement for additional card are valid, accurate and comprehensive;

27.1.2. he is not party to court, arbitration or administrative proceedings, and is not aware of any pending or possible property claims of third parties that could have a material adverse effect on his ability to perform his obligations under the Agreement, respectively the Agreement for additional card and these General Terms and Conditions;

27.1.3. undertakes not to use the Card in violation of the currency regime of the Republic of Bulgaria;

27.1.4. gives consent to the Bank to provide data on the balances, transactions, and other details related to the status of his Account to the respective operator in the country and/or abroad, including data on the available amount and the limits on the Account;

27.1.5. gives consent to the Bank to send via SMS, to a mobile phone specified by him, information about the Card, the transactions performed by it, and after the end of the Reporting period – about the amounts payable on the Due date;

27.1.6. agrees to be responsible for all obligations arising from the use of all Cards issued to his Account;

27.1.7. gives consent to the Bank to assign its receivables from him, arising from the Agreement, to third parties;

27.1.8. is informed by the Bank of all conditions of the Agreement prior

to its conclusion, and is familiar with them as well of the consequences in the event of default on amounts due;

27.1.9. is aware of the fact that declaring of false or incomplete facts and circumstances constitutes grounds for: 1) material liability claims; 2) calling the overdraft fully due and payable; and 3) inclusion of the Account Holder in the register of the BNB for defaulting debtors;

27.1.10. gives consent to the Bank to provide data on the Account Holder to third parties, to whom the Bank has assigned the collection of its receivables under the Agreement.

## **XXVIII. FINAL PROVISIONS**

28.1. Should any provision of these General Terms and Conditions be declared unfair, respectively null and void, this shall not affect the enforceability of the remaining provisions of the General Terms and Conditions.

28.2. Due to change in the title of these General Terms and Conditions, any referral in agreements, general terms and conditions and other documents to General Terms and Conditions of First Investment Bank AD for issuance and use of revolving international credit cards with chip Mastercard and VISA shall be regarded as referral to the present General Terms and Conditions.

28.3. An integral part of these General Terms and Conditions shall be the General Terms and Conditions for opening and keeping of bank accounts and providing of payment services, the Tariff of fees and commissions of Fibank, and the appendices thereto, the Terms for digitization and use of Fibank cards through third-party applications and Levels of limits for credit card.

28.4. These General Terms and Conditions were drawn up on the basis of Art. 298 of the Commerce Act, were adopted by the Management Board of First Investment Bank AD, amended and supplemented by a resolution effective 31.03.2025.