

## TERMS

### for digitization and use of Fibank cards through third-party applications

#### I. SUBJECT AND SCOPE

1.1. These Terms for digitization and use of Fibank cards through third-party applications /the Terms/ shall govern the digitization and use of Cards issued by First Investment Bank AD (Fibank, the Bank) to Authorized Users through third-party applications.

1.2. These Terms shall form an integral part of the General Terms and Conditions for the respective type of Card, and shall apply in conjunction with the General Terms Agreement entered into between the Authorized User of the Card and Fibank, supplementing that Agreement with respect to the digitization and use of Cards through third-party applications.

1.3. Acceptance by the Authorized User of the Card of the terms of service of the third-party provider, as well as of other applicable terms of third parties, shall not preclude the operation and application of these Terms, or the General Terms and Conditions of the Bank.

1.3.1. The Authorized User acknowledges that they have read and understood these Terms and accept their application in their relationship with the Bank when digitizing and using Cards through third-party applications.

1.4. In the event of inconsistency between these Terms and the applicable General Terms and Conditions of the Bank, these Terms shall prevail.

1.5. „**Digitizing (Digitization)**“ within the meaning of the present Terms shall mean registration by an Authorized User and storing of an issued by Fibank card irrespective of its type (including plastic Card, Virtual Card) in third party application (such as “Wallet” – for example Apple Pay, Google Pay, Garmin, Fitbit or other “Wallet”).

#### II. REGISTRATION AND DIGITIZATION OF CARDS

2.1. Authorized Users may digitize their Cards in third-party applications and make card payments using a mobile device (mobile phone, smart watch, tablet, etc.) that supports the respective functionality.

2.1.1. The technical requirements to be met by the device in order to digitize and operate the Card shall be announced by the third-party provider.

2.2. When digitizing their Cards in third-party applications, Authorized Users shall observe the terms and conditions established by the respective third-party provider, by reading and understanding them and, if accepting them, follow the required steps and procedures for registration and digitalization of the Card in order to ensure safety and security.

2.2.1. Depending on the functionalities supported by third-party providers, Authorized Users may also access third-party applications through the My Fibank mobile application.

2.3. Authorized Users agree that, upon digitizing a Card in third-party applications, they shall receive to the mobile phone registered by them with Fibank, an SMS message with a one-time code required to verify the Authorized User's identity and activate the Card. By entering the one-time code, Authorized Users confirm their choice to digitize their Card in the selected third-party application.

2.3.1. By performing all actions in connection with digitization of the Card, including by providing their card details, as well as the one-time verification code under item 2.3., Authorized Users identify themselves and give consent for digitalization of their Card in a third-party application. The Bank shall accept all such actions as performed by Authorized Users.

2.3.2. In the event of change, Authorized Users shall update their mobile phone number registered with the Bank at a Bank's office or via the My Fibank e-banking platform.

### **III. USE OF DIGITIZED CARDS**

3.1. Cards digitized in third-party applications can be used via NFC Mobile Devices, in Bulgaria and abroad, at terminals allowing contactless transactions or at virtual POS terminals, depending on the functionality available.

3.2. When making payments with a Digitized Card through a third-party application using a Mobile Device (smart watch, mobile phone, tablet, etc.), payment orders shall be accepted according to the authorization rules established by the respective card organization and the third-party provider, which may involve use of biometric data.

3.3. Payments with a Digitized Card through a third-party application shall be accepted and executed online up to the cash advance/withdrawal limits set for the Card.

3.4. The initial /primary/ Card issued by Fibank and its digitized version are one and the same Card, having one credit limit and connected to one account, to which account all payment transactions shall be booked.

3.5. The validity of Digitized Cards shall be 3 /three/ years starting from the date of their digitization. Upon expiry, the validity shall be renewed subject to the terms and conditions established by the third-party provider, and provided that the Card being digitized is still valid.

### **IV. SECURITY MEASURES AND RESPONSIBILITIES**

4.1. When using a Digitized Card, Authorized Users shall comply with all security measures set out in the General Terms and Conditions of the Bank and those established by the third-party provider, including:

4.1.1. protect the Mobile Device carrying the Digitized Card with due care, use it only personally and take all necessary measures to prevent the disclosure, loss or unauthorized use of any of the data or personalized security features related to the Card issued by Fibank, to the Digitized Card, including in the process of its registration or to the Mobile Device carrying it (such as card PIN, password, 3D Static and Dynamic password, including the one-time verification code under item 2.3. above device PIN, biometric data stored on the device, etc.);

4.1.2. take due care of the Mobile Device, keep it under control and prevent access to it by third parties;

4.1.3. not store biometric or other third party data on their Mobile Device;

4.1.4. not use easily identifiable combinations for PINs, passwords, or other personalized security features;

4.1.5. not install any non-genuine software on the Mobile Device (e.g. pirated, unlicensed, etc.);

4.1.6. regularly change the access code (password, PIN) of the Mobile Device;

4.1.7. remove the Digitized Card from the Mobile Device when transferring the Mobile Device in the possession of a third party (e.g.in case of sale, lease, repair, etc.);

4.1.8. not record any information about personalized security features on/in the payment instrument itself, or store such information together with the payment instrument.

4.2. In the event that the Authorized User does not comply with the security measures set out in the General Terms and Conditions of the Bank, as well as the measures under item 4.1. of these Terms, the Authorized User shall be deemed to have acted with gross negligence, in which case they shall be liable for all damages caused and bear all the losses arising out of, or in connection with the use of the Digitized Card.

4.2.1. The Authorized User shall also be liable for all damages caused and bear all the losses when acting fraudulently, or allowing the use of the Digitized Card by a third party.

4.3. In accordance with the General Terms and Conditions of the Bank for the respective type of Card, the Authorized User shall be obliged to immediately notify the Bank in the event of damage, loss, theft or other improper use of the Mobile Device carrying the Digitized Card, as well as when suspecting that a third party has learned or could learn the personalized security features. Failure to notify the Bank in due time shall cause the Authorized User to bear all damages and losses in connection with the use of the Digitized Card. Notification phone numbers:

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

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

4.4. The Bank shall not be responsible for the actions or omissions of third-party providers (such as interruptions or discontinuations of service) or for damages resulting therefrom. The Bank shall not be responsible in case of inability of the Authorized User to use the Digitized Card. The Bank is not a party to the relationship between the Authorized User and the third-party provider. The fees charged by the third-party provider are separate from the fees charged by the Bank.

## **V. TERMINATION OF USE OF DIGITIZED CARDS**

5.1. To terminate the use of a Digitized Card through a third-party application, the Authorized User shall comply with the terms and conditions set for the purpose by the respective third-party provider.

5.1.1. Termination of Digitized Card shall not terminate the agreement for the Card.

5.1.2. Termination of a Digitized Card to a primary Card shall not lead to termination of a Digitized Card to an additional Card, and vice versa.

5.2. Fibank reserves the right to terminate the Digitized Card Agreement, or to block/deactivate the Card in accordance with the terms of the General Terms and Conditions of the Bank for the respective type of Card.

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For complete information on all other issues related to the issuance, use, servicing and management of the Card, please refer to the relevant General Terms and Conditions of Fibank, depending on the type of Card (debit, revolving credit, credit with minimum balance, business debit/credit), available at: [www.fibank.bg](http://www.fibank.bg).