

## GENERAL TERMS AND CONDITIONS OF FIRST INVESTMENT BANK AD FOR ISSUANCE AND USE OF INTERNATIONAL BUSINESS CREDIT CARDS WITH GRACE PERIOD MASTERCARD AND VISA

### I. DEFINITIONS

1.1. For the purposes of these General Terms and Conditions, the Agreement for granting of a credit limit (overdraft) on a current account and for issuance of international business credit cards with grace period (hereinafter the Agreement), concluded between the User of payment services (hereinafter the Merchant) the Co-Borrower and First Investment Bank AD, 1784 Sofia, 111 P Tsarigradsko shose Blvd., UIC 831094393 (hereinafter the Bank or Fibank), holding a universal license № ПД22-2257/16.11.2009, issued by the Bulgarian National Bank, which supervises its activities, as well as the Application for issuance of an international business credit card with grace period, including the request to digitize a card (hereinafter the Application) and the Agreement for issuance of an international business credit card with grace period MasterCard/Visa, concluded between the Bank, the Merchant and the Authorized User designated by him, including the Digitized Card Agreement (hereinafter the „Agreement for issuance of a business credit 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, approved by the Managing Board of the Bank and calculated for each individual type of currency 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. BIRcc shall mean the Basic Interest Rate adjusted with a market environment ratio in the credit card segment;
- b) “Contactless transaction” shall mean any payment transaction made using a Card bearing the PayPass, respectively payWave logo or with a Digital/Digitized Card in a contactless manner, i.e. by approaching/tapping it to the POS terminal device (POS, ATM).
- c) “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;
- d) “Date of registration in the card system” shall mean the reference date from which the Bank accrues interest where such is due;
- e) „ Digitized credit card (Digitized card)” shall mean a digital version of a business credit card. The plastic Card and its digital 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 may digitize 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;
- f) “Card account statement” shall mean a document on a durable medium issued by the Bank to the Merchant, 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 digitized ones, and data on the amounts, types and dates of performing the transactions, dates of their registration in the card system, the minimum repayment amount and other payable amounts with their due

dates, as well as the interest, fees, and commissions accrued to the Account according to the Agreement, these General Terms and Conditions, and the Tariff for the reporting period covered in the statement;

g) “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);

h) “Card” shall mean a payment instrument agreed between the Bank, the Merchant and the Authorized User within the meaning of the Law on Payment Services and Payment Systems (LSPSP), representing a revolving bank credit payment card VISA or MasterCard of the “Business” 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, to remotely access the Merchant’s own funds and/or Credit limit (overdraft) on the Account of the Merchant, in the amount and under the conditions specified in the Agreement and these General Terms and Conditions;

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

j) “Mobile Device” shall mean a portable electronic device (mobile phone, smart watch, etc.) that can use a variety of applications through its operating system, is provided with various radio communications, and allows Internet connectivity. An NFC Mobile Device shall mean a Mobile Device with technology for contactless data exchange (Near Field Communication) for the purpose of making contactless payments;

k) “Minimum repayment amount” shall mean the amount the Merchant is obliged to repay each month, from the date following the end of the reporting period to the final due date, representing 5% (five percent) of the debit balance on the Account 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;

l) “Exceeded Credit limit” (Unauthorized overdraft) – any exceeding of the allowed Current available credit limit as a result of performed operations and/or fees, commissions or interests accrued on the Account by the Bank. The exceeding amounts shall be considered unauthorized overdraft and shall be due immediately;

m) “Collateral” shall mean any surety, guarantee, pledge or mortgage, requested by the Bank and provided by the Merchant, 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;

n) “Authorized User” shall mean an individual indicated in the Application, in the name of whom, upon instruction of the Merchant, a credit card has been issued to the Account;

o) “Reporting period” shall mean any period of the duration of the Agreement, from the first to the last day of each month inclusive, for which the Bank issues a Card account statement to the Merchant;

p) “Due date” shall mean the date by which the Merchant is obliged to repay his obligations on the Account fully, or to the extent of the Minimum repayment amount. Due date shall be every 15th day of the month following the expiration of the Reporting period, and if such day it is a public holiday, the due date shall be the next working day;

q) "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 LPSPS to verify the identity of the Authorized User and confirm online payment transactions with cards issued by the Bank;

r) "Program, the" shall mean the additional security program for online card payments VISA Secure of the international card operator VISA, respectively MasterCard IdentityCheck of the international card operator MasterCard;

s) "Current (card) account", "Card account" or "The Account" shall mean a bank account, kept by the Bank in the name of the Merchant, to which one or more Cards are issued, and to which the transactions performed with the card/s are booked, and from which the principal, interest and other expenses due from the Merchant and the Co-Borrower are repaid. The Bank shall open the Account by order of the Merchant, which shall be considered given by signing of the Application. 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;

t) "Software Token (Fibank Token)" shall mean a specialized Mobile Device application that generates a single use transaction authentication number (TAN), respectively a 3-D Dynamic Secure 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;

u) "Co-Borrower" shall mean a natural or legal person under Art. 121 et seq. of the Law on Obligations and Contracts /LOC/ and Art. 304 of the Commercial Code /CC/ who undertakes, jointly with the Merchant, to repay all obligations arising from the Agreement and under these General Terms and Conditions. The references and provisions of the Agreement and these General Terms and Conditions regarding the obligation on the Merchant to secure and repay the Credit limit, together with the interest, commissions, fees and other charges payable by him, shall apply and be fully relevant to the Co-Borrower as well, in his capacity as a joint debtor.

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

w) "Tariff" shall mean the Tariff of fees and commissions of First Investment Bank AD, adopted by the Managing 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 supplements thereof as at the date of their application;

x) "Current available credit limit" shall mean the amount of credit (overdraft), which the Merchant 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 financial condition of the Merchant, the market conditions and their expected impact on the creditworthiness of the Merchant. It cannot exceed the maximum amount of the credit limit specified in the Agreement;

y) "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;

z) "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 pay-

ment or prepaid card;

aa) "Merchant" shall mean a legal entity, an unincorporated business or a sole trader, as well as a person carrying out trade or professional activity, but not registered as a trader, in whose name a current (card) account at the Bank is kept.

ab) "Online 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;

ac) "3-D Dynamic Secure password" shall mean a unique single use code (including TAN in case of activated Mobile Application with in-built Software Token) serving together with 3-D Static Secure password, PINt or biometric data for authentication of the Authorized User and confirmation of online card transactions with Merchants participating in the Program.

ad) „3-D Static Secure password" shall mean a password that is added to the 3-D Dynamic Secure 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.

ae) "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 information.

## II. SUBJECT

2.1. These General Terms and Conditions shall govern the relations between the Bank, the Merchant and the Co-Borrower in connection with the granting, use and repayment of the overdraft on the Account, as well as the relations between the Bank, the Merchant and the Authorized User in connection with the issuance, use, servicing and administration of credit Cards, including Digitized Cards to the Account. These General Terms and Conditions shall constitute an integral part of the Agreement, and the Agreement for issuance of a business credit card.

## III. GENERAL PROVISIONS

3.1. Pursuant to the requirements of LPSPS and the regulations for its implementation concerning the provision of preliminary information, the Bank shall make these General Terms and Conditions, the Tariff and the GTCPS available to its customers in an accessible way and allowing sufficient time for making an informed decision for the use of the service concerned, respectively for conclusion of an Agreement, including 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.

3.1.1. Upon request, the Bank may provide the preliminary information 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) The Digitized Card is intended for use in the country and abroad, at terminals (ATM, POS) allowing contactless transactions or at virtual POS terminals, depending on the functionality available.

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.

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

4.1. Upon request of the Merchant, the Bank issues to the Account Cards in the names of third persons (Authorized Users), specified by the Merchant, to which effect the Bank, the Merchant and the Authorized User shall sign an Agreement. The Authorized User shall be entitled, by the use of the Card, to dispose of the funds available on the Account, and/or of the amount of the Current available credit limit.

4.1.1. The Bank reserves its right to refuse the issuance of a Card without giving a reason for that.

4.2. The credit Card is personal - issued to a physical person, Authorized User. Transactions by it are authorized based on the Current available credit limit, increased by the amount of available balances on the Account, and it may be issued as VISA – Business Classic, Business Gold, or MasterCard – Business Standard, or Business Gold.

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.

4.4.1. The Bank shall keep the Card and the PIN to it, and make them available for receipt by the Authorized User for three months from the date of issuance. If the Card is not received by the Authorized User within that period, the Card and the PIN to it shall be destroyed.

4.5. The Card and the PIN to it are given personally to the Authorized User. 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.

4.6. In the event the Authorized User forgets his PIN the Bank shall issue, upon his request, a new Card with a new PIN which the Authorized User can receive within 10 working days, subject to items 4.4. and 4.5. of these General Terms and Conditions. For the issuance of a new card with a new PIN, the Merchant shall pay the Bank a fee according to the Tariff.

4.7. For security reasons, the Authorized User shall be required to place a signature in ink in the indicated area on the back of the Card at the time of its receipt.

4.8. The 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.

4.9. The names of the Merchant and the Authorized User, the Card number and the date of expiration of its validity are embossed on its front

side. In case of change in their names, the Merchant/Authorized User shall submit a request for reissuance of the Card, and pay the respective fee according to the Tariff.

4.10. The Bank shall automatically activate the Card following its receipt by the Authorized User.

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

4.12. 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 3-D Dynamic Secure password for each particular online transaction (with specified amount and recipient) in combination to which a 3-D Static Secure 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 a card online payment. The 3-D Dynamic Secure password shall be provided to the Authorized User via 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 mobile number of the Authorized User. The 3-D Static Secure 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”

4.13. 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.

4.14. 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.

4.14.1. Unless otherwise expressly stated in the Terms under item 4.14 above, the provisions of these General Terms and Conditions shall also apply to cards digitized through third-party applications.

#### **V. CONDITIONS FOR USE OF THE CARD**

5.1. The Card can only be used personally 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, 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), includ-



ing the CVC2/CVV2 code, 3-D Dynamic Secure password/3-D Static Secure 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 protect the personalized security features of the Card, including:

5.3.1. store the Card 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 3-D Static Secure 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 in the country and abroad, at merchants and through terminal devices marked with the brands of MasterCard and VISA, and for Digitized Cards – at terminals allowing contactless payments (including cash withdrawals from contactless ATMs) or at virtual POS terminals.

6.1.1. To perform contactless transactions with a Digitized Card, the Mobile Device must be connected to the Internet.

6.1.2. By digitizing the Card, the Authorized User confirms that he is aware of, and agree with the types of payment and the methods of ordering and executing transactions with the Card. The Authorized User agrees that any contactless payment made with the Card shall be considered by the Bank to have been authorized by the Authorized User and shall be executed by debiting the Account with the respective amount and transferring such amount to the account of the payee.

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 Card. When entering the PIN of the Card, respectively when placing his 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. When paying for goods or services ordered by 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.

6.4. 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:

6.4.1. invalidity of the Card;

6.4.2. 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;

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

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

6.4.5. suspicion of a counterfeit or forged Card.

6.5. Persons accepting card payments have the right to request authorization of the transactions made with the Card, in the process of which funds are blocked from the balance available on the Account of the Merchant.

6.6. The card can be used for withdrawing cash in one of the following ways: Cash advance – from authorized banks in the country or abroad, 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.

6.7. 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 selecting the respective option.

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

6.9. 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.

6.10. Through Fibank ATMs bank-notes in Bulgarian lev (BGN) can be deposited (coins shall not be accepted) up to the limits set under item 6.15.

6.10.1. 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 6.13.

6.11. 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.

6.12. 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, vis-

ualized on the screen of the ATM and the received by him/her returned bank-notes, in case there are any.

6.13. In case of 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.

6.14. For each transaction with the Card/s the Merchant shall pay fees according to the Tariff which the Bank shall automatically charge to his Account.

6.15. 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).

6.15.1. For security reasons, the Bank may unilaterally change the limits under item 6.15., of which it shall immediately notify the Merchant.

6.16. The limits set for the Card under item 6.15. can be changed at the request of the Merchant within the maximum permissible limits set by the Bank. When changing the limits at the request of the Merchant, the latter shall owe the Bank a fee according to the Tariff.

6.17. The normal time period within which the Bank shall execute the Merchant's instructions for changing of parameters of the Card is 5 working days.

6.18. The Merchant shall pay 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. The credit limit may be renegotiated, to which effect the parties shall sign an annex.

7.2. During each reporting period, the Authorized Users shall be entitled to use with the Cards an overall credit limit (overdraft) up to the amount of the Current available credit limit, of which amount the Bank shall notify the Merchant in accordance with Section IX of these General Terms and Conditions.

7.3. The Authorized Users may not exceed the Current available credit limit. In case of exceeding the Current available credit limit, any amounts in excess of it shall be considered unauthorized overdraft and the Merchant shall be obliged to repay such amounts to the Bank immediately after their occurrence.

## **VIII. INTEREST, FEES AND COMMISSIONS**

8.1. For all transactions performed up to the amount of the Current available credit limit registered during one reporting period, the Merchant shall be entitled to a Grace period of up to 45 days. The Merchant shall only be entitled to a Grace period upon the condition that by the due date of the respective reporting period he has repaid in full the amount of the debit balance formed on the Account during the same 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 Merchant shall pay to the Bank an annual interest equaling the BIRcc applicable at the date of accrual, increased by a surcharge according to the Tariff. The debit balances shall accrue interest based on the actual number of days, accepting the year as equal to 360 days – 365/360. Interest shall be charged on the out-

standing 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 automatically debit the Account of the Merchant with the amount of interest on the last day of the reporting period following the period during which the transactions were made. In case of partial repayments on the Account, settling the obligations of the Merchant shall be made in the following order: 1) outstanding obligations from previous reporting periods; 2) interest and charges for the last reporting period; 3) cash withdrawals; 4) payments for goods and services and other transactions.

8.2. The Bank shall capitalize the accrued interest, fees and commissions by adding them to the principal of the overdraft, for which by signing of the Agreement the Merchant gives his explicit consent.

8.3. The Merchant shall be obliged to pay the Bank the interest and charges owed according to the Tariff in connection with the Agreement, respectively the Agreement for issuance of a business credit card, and these General Terms and Conditions.

8.3.1. By signing the Agreement, the Merchant gives the Bank his explicit written consent to debit the balances on the Account, including at the expense of the Credit limit and/or at the expense of an unauthorized overdraft, with all amounts due under the Agreement, the Agreement for issuance of a business credit card and these General Terms and Conditions, including interest, fees and commissions.

8.4. In case of early termination of the Agreement, respectively the Agreement for issuance of a business credit card, regardless of the reasons for that, the Bank shall not refund any fees and commissions paid/accrued on the Account.

## **IX. REPORTING**

9.1. In the beginning of each month, the Bank shall provide the Merchant with a Card account statement in writing on a durable medium.

9.1.1. The Bank may provide the Merchant 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 Merchant 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 Authorized User/ the Merchant, 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 Merchant in electronic form – for Fibank customers who are registered with the Bank's system for electronic banking "My Fibank", or on another durable medium, as agreed with the Bank.

9.2.1. The Merchant 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 Merchant 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 or providing of information at the request of the Merchant with different timing or contents, he shall owe the Bank a fee according to the Tariff.

9.4. The Merchant 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 Merchant shall be obliged to immediately examine the contents of the received reporting information and upon detecting any discrepan-

cies 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 Merchant 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 Merchant.

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

10.1. The Merchant shall be obliged each month, by the due date or by the following working day if the due date is a holiday, to deposit to the Account the Minimum repayment amount referred to in the Card account statement. The circumstance that the Merchant 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 Merchant in advance, with the Card account statement or by another appropriate means.

10.2. The Merchant shall be entitled to repay the used Credit limit (overdraft) in full at any time of the duration of the Agreement, without owing prepayment fees or commissions.

10.3. Upon termination of the Agreement, regardless of the reasons for that, the Merchant shall be obliged to immediately repay all his obligations to the amount of the debit balance on the Account, including expenses, fees, interest, commissions and principal. The Merchant 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 transfer, on its own motion, funds from other accounts of the Merchant or the Authorized User on the due date or prior to it, and the availability of funds on other accounts of the Merchant or the Authorized User with the Bank shall not constitute repayment of their obligations due on the Account, unless expressly otherwise agreed between the parties.

## **XI. OVERDUE PAYMENTS**

11.1. If the Merchant fails to pay the Minimum repayment amount by the Due date of the respective reporting period, he shall owe the Bank interest on the outstanding debt pursuant to item 8.1.1., plus commission according to the Agreement. The Bank shall automatically debit the Account of the Merchant with the amount of the commission on the day following the Due date, and if it is a holiday – on the first subsequent working day.

11.2. The Authorized User shall be entitled to make payments with the Card, including with the 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 Merchant shall be obliged to immediately repay the amount by which the limit has been exceeded. In this case the Merchant shall owe the Bank interest on the amount exceeding the Current available credit limit pursuant to item 8.1.1. plus penalty interest equaling the interest for unauthorized overdraft according to the Tariff. 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 Merchant fails to make any payment on the overdraft for more than 5 working days after the date on which such payment has become due, the Bank shall have the right to block all Cards, including Digitized Cards, issued to the Account. The Cards shall be unlocked at the request of the Merchant after repayment of the overdue payments. The Bank shall have the right to also unblock the Cards on its own motion, upon fulfillment of the above conditions.

## **XII. OBLIGATIONS OF THE MERCHANT, THE CO-BORROWER AND THE AUTHORIZED USER**

12.1. The Merchant shall be obliged to:

12.1.1. ensure sufficient funds on the Account, including through the granted Credit limit;

12.1.2. keep proper accounting records and provide the following reports to the Bank:

- annual financial statements prepared in accordance with the requirements of the Accounting Act, within 90 days following the end of the financial year;

- any other information and supporting documents relating to his financial condition, compiled and duly authenticated in the manner provided by law, at the request of the Bank and within the timeframe specified by it;

12.1.3. submit any additional documentation in connection with its activities for the purposes of banking supervision.

12.2. The Merchant/Authorized User shall be obliged to:

12.2.1. use the approved Credit limit (overdraft) only for the purposes and in the manner provided in the Agreement, respectively the Agreement for issuance of a business credit card, and these General Terms and Conditions;

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

12.2.3. provide a declaration of economic relatedness (in a standard form) every six months of the term of the Agreement, respectively the Agreement for issuance of a business credit card, and notify the Bank in writing in case of any changes to the circumstances declared therein;

12.2.4. 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, respectively the Agreement for issuance of a business credit card, and these General Terms and Conditions;

12.2.5. immediately notify the Bank in writing upon occurrence of any changes in the information contained in the Application and/or entered in the Agreement, respectively the Agreement for issuance of a business credit card.

12.3. The Authorized User undertakes to keep the Card (respectively the Mobile Device) with due care and use it only in person, in accordance with the conditions for its issuance and use, observing the safety measures and the provisions of these General Terms and Conditions, 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.

12.4. By signing the Agreement, the Co-Borrower declares that he is legally qualified and capable to enter into the Agreement, secure it and perform under it in the capacity of a Co-Borrower pursuant to Art. 121 et seq. of the LOC and Art. 304 of the CC, and irrevocably and unconditionally undertakes:

12.4.1. to be jointly liable with the Merchant for all obligations of the Merchant to the Bank under the Agreement and the annexes subsequently signed thereto, for principal, interest, penalty interest, commissions, fees, including for servicing of the Cards issued to the Ac-



count under the terms of the Agreement, and for all judicial and extra-judicial expenses incurred until the final settlement of all obligations of the Merchant to the Bank under the Agreement;

12.4.2. upon written request by the Bank, to pay part or all of the obligation under the Agreement. The request for payment may be addressed directly to the Co-Borrower, whereby the latter shall be obliged to pay, regardless of whether such request for payment has, or has not been addressed to the Merchant.

12.5. By signing the Agreement, the Co-Borrower declares his consent that the Merchant may submit applications for issuance of Card/s, determine the type of Card/s, and specify the Authorized Users.

### **XIII. EARLY COLLECTION**

13.1. The Bank shall have the right to call the used overdraft due and payable early and in full immediately, in the event that:

13.1.1. the Merchant/the Co-Borrower 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, or if restrictions are imposed or rights in favor of third parties instituted on his property or on receivables under contracts to which he is a party, including in case of pledging or levying receivables on accounts kept with the Bank;

13.1.2. in the judgment of the Bank, the collateral provided by the Merchant becomes insufficient and, following an invitation, is not supplemented or replaced with another within the term specified by the Bank – from the date of expiration of such term;

13.1.3. the Merchant or the Authorized User have used the overdraft for purposes or in a manner other than those stipulated in the Agreement, respectively the Agreement for issuance of a business credit card, and these General Terms and Conditions;

13.1.4. the Merchant and/or the Co-Borrower have provided false or inaccurate data which has motivated the Bank to conclude the Agreement and authorize the use of the overdraft;

13.1.5. a court request has been filed for opening of insolvency or liquidation procedures against the Merchant and/or the Co-Borrower;

13.1.6. the Agreement, respectively the right for use of an overdraft are terminated, regardless of the reasons for that – from the date of such termination.

13.2. The Bank shall have the right to call the used overdraft due and payable early and in full, following a prior written notice to the Merchant and/or the Co-Borrower with a term set by the Bank, in the event that:

13.2.1. the Merchant and/or the Co-Borrower do not make any payment under the Agreement or these General Terms and Conditions for more than 5 working days after the date on which such payment has become due;

13.2.2. the Merchant and/or the Co-Borrower do not make any payment under another credit facility granted by the Bank, by another bank, or by a third person for more than 5 working days after the date on which such payment has become due;

13.2.3. the Merchant, the Co-Borrower or the Authorized User violate any other condition under the Agreement, respectively Agreement for issuance of a business credit card, the Application, these General Terms and Conditions, or the collaterals provided;

13.2.4. the Merchant and/or the Co-Borrower do not submit, within the time limits prescribed by the Bank, the required statements and supporting documents relating to their financial condition, compiled and duly certified as provided by law;

13.2.5. changes in the allocation of capital occur in the company of the Merchant and/or that of the Co-Borrower, including changes of part-

ners/shareholders, resulting in change of the way and/or the persons controlling the company within the meaning of the Commercial Code;

13.2.6. the financial condition or solvency of the Merchant and/or the Co-Borrower deteriorates which, at the discretion of the bank, casts doubt on their ability to fulfill their obligations under the Agreement and these General Terms and Conditions;

13.2.7. the Merchant and/or the Co-Borrower stop their business activity for more than 15 days, unless the Bank has been notified reasonably in advance and the Merchant/Co-Borrower has taken actions to ensure the fulfillment of his obligations under the Agreement and these General Terms and Conditions;

13.2.8. public obligations of the Merchant and/or the Co-Borrower have been established under the terms and procedures provided by law;

13.2.9. any default of the Merchant and/or the Co-Borrower on a due obligation to a third party is established that lasts for more than 15 days.

### **XIV. COLLATERALS**

14.1. To secure the fulfillment of the obligations of the Merchant and/or the Co-Borrower under the Agreement and these General Terms and Conditions, the Bank shall accept collaterals as agreed in the Agreement.

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

14.1.2. The collaterals 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 Merchant and/or the Co-Borrower fail to fulfill any of their 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, respectively conditions have arisen for immediate collection, the Bank shall have the right to:

15.1.1. collect on its own motion, without court intervention, pursuant to the GTCPS, its due receivables from all accounts, including deposit ones, kept in the name of the Merchant, the Co-Borrower, and/or the Authorized Users with the Bank, for which by signing of the Agreement, respectively the Agreement for issuance of a business credit card, they give their explicit consent. In the event that, by virtue of this item, the Bank proceeds to collecting its due amounts from bank accounts which are in currencies different from the currency of the Account, the exchange rate of the Bank for the respective currency for the day of performing the transaction shall apply;

15.1.2. satisfy its receivables at its own discretion from all collaterals simultaneously, or from one or several of them, as well as from the entire property of the Merchant, the Co-Borrower, and/or the Authorized User in the order provided by law.

### **XVI. RESPONSIBILITIES**

16.1. The Bank shall not be responsible in any way for the transactions on 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, the Merchant/ Authorized User 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 tech-

nical, communication or other reasons beyond the control of the Bank.

16.4. The use of a Card which has expired, is returnable to the Bank, is blocked or forged, is prohibited and may constitute grounds for seeking of civil and/or criminal responsibility 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 Merchant and the Co-Borrower shall be jointly responsible for all obligations formed in connection with the issuance and use of all Cards issued to the Account, and the Authorized User shall be responsible jointly with the Merchant and the Co-Borrower for all claims of the Bank, arising from payments with his 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 Merchant and the Co-Borrower shall be jointly 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 their part or on part of the Authorized User to fulfill one or more of their obligations related to the issuance and/or use of the Card under these General Terms and Conditions (including safekeeping of the personalized security features), and for Digitized Cards – also under the Terms for digitization and use of Fibank cards through third-party applications, which shall be treated as breach of their obligations under Art. 75 of LP-SPS due to gross negligence.

16.9. Until receipt of the notification under item 17.1., the Merchant and/or the Co-Borrower shall be responsible for all damages and bear all losses, regardless of their size, relating to any unauthorized payment transactions, and after receipt of that notification and blocking of the Card, the Merchant and the Co-Borrower shall not bear any pecuniary damages, unless the Authorized User has acted fraudulently.

16.10. The Bank shall not be liable for any damages in case 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 Merchant and block the Card.

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

16.12. 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 authorisation did not specify the exact amount of the payment transaction when the authorisation 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.

16.12.1. 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.

16.12.2. The Payer shall not be entitled right to the refund under item 16.12. 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 pay-

ment transaction, or made it available in an agreed manner, at least 28 days before the date of its execution.

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

17.1. The Merchant/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 or of the Mobile Device (in the case of a Digitized Card), tampering or other improper use of it, as well as suspicion that a third party has learned, or might learn the PIN;

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, even if the Authorized User has acted deliberately or through gross negligence, by blocking the Card, including a Digitized Card, from performing transactions within the timeframe necessary for processing the notification, but not later than 2 hours from its receipt, unless for objective reasons a longer period is required.

17.3. In case of retention of the Card by an ATM due to technical malfunction of the ATM or mechanical damage of the Card, the Authorized User shall be obliged to notify the Bank, which shall ensure 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 Merchant shall pay the Bank a fee according to the Tariff.

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

18.1. The Authorized User gives his consent, in case free insurance has been provided to him in relation with the use of the Card, for risks and under terms agreed between the Bank and an insurer selected by it, that the Bank provides to the insurer, including in case of payment of compensation for an occurred insurance event, information about the Authorized User constituting personal data within the meaning of the Personal Data Protection Act, as well as any other information needed by the insurer in connection with payment of the insurance compensation.

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

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

19.1.1. The term for use of the overdraft may be extended by mutual agreement of the parties, by an annex, after the Merchant and/or the Co-Borrower provide the collaterals agreed in the annex.

19.1.2. The Bank reserves its right to refuse extension of the term of the overdraft without giving reasons for that.

19.2. The Agreement, respectively the Agreement for issuance of a business credit card may be terminated at any time of its operation:

19.2.1. unilaterally by the Merchant with 30 (thirty) days written notice to the Bank.

19.2.2. unilaterally by the Bank:

a) with 60 (sixty) days written notice to the Merchant. The notice is giv-



en to the Merchant on paper or another durable medium;

b) without notice to the Merchant – in case of failure on part of the Merchant, the Co-Borrower and/or the Authorized User to fulfill an obligation and/or responsibility under the Agreement, the Agreement for issuance of a business credit card, or these General Terms and Conditions.

19.2.3. on other grounds set out in these General Terms and Conditions..

19.3. With the termination of the Agreement, regardless of the reason for that, the contracts for business credit cards, concluded between the Bank, the Merchant 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 Merchant and the Authorized User to use the granted overdraft shall be terminated immediately: in the cases of notice for termination of the Agreement; in case of the Bank calling the 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

19.6. The Bank may unilaterally cancel the right for use of the overdraft without notice to the Merchant in case of failure of the Merchant, the Co-Borrower, respectively the Authorized User, to fulfill any of the obligations and/or responsibilities undertaken by the Agreement, the Agreement for issuance of a business credit card, these General Terms and Conditions, or the GTCPS.

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

19.7.1. The Bank may block all Cards, including Digitized Cards, issued to the Account on the day of receipt, respectively of sending the notice for termination of the Agreement, and to deactivate them upon expiry of the term of the notice;

19.7.2. The Merchant shall be obliged to ensure the return of all Cards issued to Account by the Authorized Users;

19.7.3. The Merchant and/or the Co-Borrower 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 termination notice in the cases under item 13.2, and prior to the expiry of the term of the Agreement, respectively the term for use of the overdraft, in the cases under item 13.1;

19.7.4. All outstanding obligations, including transactions performed with the Card/s prior to the date of termination of the Agreement, respectively the expiry of the term of use of the overdraft, but received after that date, shall be due from the Merchant and the Co-Borrower until their final repayment. The Merchant and the Co-Borrower 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 the right of collection, respectively of satisfaction of its claims, pursuant to Section XV of these General Terms and Conditions.

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

20.1. The validity term of each of the Cards issued to the Account is embossed on the Card and expires at the end of the indicated month/year.

20.2. 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.

20.1.1. Upon expiry of the validity term of the Card 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

Merchant does not wish a new card to be issued, he should notify the Bank in writing not later than 30 (thirty) days 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 reasons for that.

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

21.1. The Bank may block the Card, including a Digitized Card, in the following cases:

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

21.1.2. in case the Merchant's Account is levied in accordance with the procedures 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. if a court request has been filed for opening of insolvency or liquidation procedures against the Merchant;

21.1.5. in case of death or interdiction of 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 to the Bank so that it can be destroyed;

21.1.6. 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. above, as well as in the event an obligation arises for the Authorized User to return the Card the Bank on other grounds;

21.1.7. automatically – in case an incorrect PIN is entered three consecutive times;

21.1.8. in case of significantly increased risk that the Merchant 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);

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

21.2. The Bank shall notify the Merchant of the blocking of the Card in the cases under item 21.1.3. and the reasons therefore, if possible, prior to the blocking, 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 under items 21.1.2., 21.1.3., or 21.1.7. shall be automatically unblocked by the Bank after remedying the reasons for blocking, and in all other cases it shall be unblocked after an explicit written request of the Merchant is deposited at an office of the Bank, and after payment of a fee according to the Tariff.

21.4. The Bank shall automatically deactivate the Cards issued to the Account upon termination of the Agreement, respectively the Agreement for issuance of a business credit card, as well as in case a Card is blocked under item 21.1.6 or 21.1.4. If a Card is blocked under item 21.1.5., 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 Merchant, the Co-Borrower 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 issuance of a business credit card, the Merchant, the Co-Borrower and the Authorized User authorize the Bank, in accordance with the Personal Data Protection Act (PDPA), to receive on their behalf information from the National Insurance Institute or any other personal data administrator within the meaning of PDPA, related to the personal data declared by them before the Bank at the time of, or in connection with the conclusion of an Agreement with the Bank, until the complete fulfillment of their obligations under the Agreement, respectively the Agreement for issuance of a business credit card and these General Terms and Conditions.

22.4. By signing the Agreement, the Merchant and the Co-Borrower give their explicit consent and grant the Bank the right to communicate to the payment, card, mobile, system, and other data operators, processing the payments in the country and abroad, information on the balances, transactions, and other details relating to the status of the Card account, including data on the available funds and the limits on the Account.

22.5. By signing the Agreement, respectively the Agreement for issuance of a business credit card, the persons representing the Merchant/the Co-Borrower, respectively the Authorized User, give their consent to the Bank to process the personal data provided by them for the purposes of banking supervision. The Merchant and the Authorized User give their consent to the Bank to use the personal data provided by them in connection with their participation in lotteries and award programs, provided they have the right to refuse participation in such lotteries and award programs by explicit written notice to the Bank.

The persons representing the Merchant/the Co-Borrower 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 23.5. and item 23.6. below, as well as for the purposes of collection of claims, 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. If the currency of the Account is BGN, in case of change of the official exchange rate of the Bulgarian lev to the Euro, pursuant to Art. 29 of

the Law on the Bulgarian National Bank, the Bank shall recalculate and adjust the outstanding balance of the used overdraft according to the new exchange rate so that the amount of the adjusted debt (principal and interest due) in BGN becomes equal to the euro-denominated amount owed by the Merchant/Co-Borrower on the day preceding the entry into force of the change in the official exchange rate, recalculated in the new BGN/EUR rate.

23.2. The amount of the obligations of the Merchant 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.

23.3. 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.

23.4. The persons representing the Merchant/the Co-Borrower and the Authorized User agree, in connection with the use of the payment services offered by the Bank and for security reasons, to be photographed by technical means, and the telephone conversations to be recorded by the Bank. In case of a dispute, the Bank shall have right to use such recordings as means of evidence.

23.5. The Bank shall have the right, at its own discretion, to assign its claims from the Merchant/the Co-Borrower to a third party.

23.6. The Merchant and the Co-Borrower give their consent to the Bank and authorize, it upon transferring of the claims, to provide the new creditor with any information relating to the Agreement, including personal data or information constituting a bank secrecy.

23.7. In case the claims of the Bank under the Agreement are transferred to a new creditor, the Merchant and the Co-Borrower give their unconditional and irrevocable consent that the Bank collects on behalf of the new creditor all amounts due under the Agreement – principal, interest, penalty interest, commissions, fees and expenses, according to the procedure for official collections of the Bank.

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

24.1. The Bank shall have the right at any time to unilaterally change these General Terms and Conditions, of which it shall notify the users of payment services in writing, at least 3 (three) days prior to the entry into force of the respective change, by announcement in its banking offices, or on its website at [www.fibank.bg](http://www.fibank.bg), or with the Card account statement, or via another durable medium at the Bank's discretion.

24.2. Should the Merchant disagree with the changes, he shall have the right to immediately terminate the Agreement, respectively the Agreement for issuance of a business credit card, prior to the date on which the changes are proposed to take effect, by a written notice in accordance with Section X<sup>2</sup>X of these General Terms and Conditions, and after repaying in full his obligations to the Bank. If the Merchant does not terminate the Agreement, respectively the Agreement for issuance of a business credit card by the date of entry of the changes into force, it shall be considered that he has accepted them and is bound by them.

24.3. 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.

24.4. Changes in the General terms and conditions relating to extending

the scope of the services, as well as to the charges and/or conditions for provision of payment services, when they are more favorable to the users, shall apply immediately and without prior notice.

24.5. The terms and procedure for amending and supplementing the Tariff and the Appendices thereto shall be governed by the GTCPS.

## **XXV. CORRESPONDENCE**

25.1. The correspondence between the parties shall be conducted in writing, to the addresses of the Bank, the Merchant, the Co-Borrower and the Authorized User referred to in the Agreement, respectively the Agreement for issuance of a business credit card. All notifications between the parties shall be made in writing to these addresses, by fax and/or by e-mail, unless another manner of notification is expressly provided for in these General Terms and Conditions or in the specific contracts.

25.2. In case of change in their permanent residence address, registered address, e-mail or other data specified in the Agreement, respectively the Agreement for issuance of a business credit card, the Merchant, the Co-Borrower and the Authorized User shall be obliged to notify the Bank within 7 days after the occurrence of such circumstance. Failing that, all notices, invitations and messages sent by the Bank to the last address and/or e-mail of the Merchant, Co-Borrower or Authorized User known to the Bank, shall be deemed served.

25.3. In the event of legal proceedings on a dispute arising in connection with the conclusion, performance, interpretation or termination of the Agreement, respectively the Agreement for issuance of a business credit card or these General Terms and Conditions, the addresses of the parties indicated in the contracts 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 in its address. The Bank shall not be liable to the Merchant for damages caused in case of failure to notify or untimely receipt of the notification.

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

26.1. The Merchant/Authorized User shall have the right to submit written objections concerning the use of the Card and the payment transactions performed with it. The submitted objections shall be considered within a 7-day period from the date of their receipt by the Bank, subject to the terms and procedures of Section XXV<sup>212</sup> of the GTCPS.

26.2. The objections of the Merchant/Authorized User for payments made on the territory of the country shall be considered under the terms provided by the current Bulgarian legislation.

26.3. The objections of the Merchant/Authorized User for payments made abroad (chargeback) shall also be considered under the terms established by the respective card organization MasterCard or VISA.

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

26.5. If it is established that the objections of the Merchant/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 Merchant shall pay to the Bank a fee according to the Tariff.

26.6. In case the Merchant/Authorized User disagrees with the outcome of the procedure for disputing a transaction, he shall be entitled to refer the dispute to the Conciliation Commission on Payment Disputes to the Commission for consumer protection, or to the competent Bulgarian court.

26.7. For any unsettled issues in the Agreement, respectively the Agreement for issuance of a business credit card and these General Terms and Conditions, the current normative acts of the effective Bulgarian legisla-

tion shall apply, and where applicable – the existing rules of the international card organizations MasterCard and VISA and/or the acts of the European Union.

26.11. Any disputes arising between the parties in relation to the implementation or the interpretation of the Agreement respectively the Agreement for issuance of a business credit card and these General Terms and Conditions, shall be resolved by mutual consent of the parties, and in case such cannot be reached, either party may refer the dispute for resolution by the competent Bulgarian court.

## **XXVII. DECLARATIONS**

27.1. By signing the Agreement for issuance of a business credit card, the Authorized User undertakes not to use the Card in violation of the currency regime of the Republic of Bulgaria, to be jointly liable with the Merchant for all amounts due to the Bank arising from payments with the Card issued to the Account, and declares that the information and documentation provided by him in connection with the conclusion of the Agreement for issuance of a business card are valid, accurate and comprehensive.

27.2. By signing the Agreement, the Merchant and the Co-Borrower declare that:

27.2.1. the documents and information provided by them in relation to the conclusion of the Agreement/Agreement for issuance of a business credit card are valid, accurate and comprehensive;

27.2.2. they are not party to court, arbitration or administrative proceedings, and are not aware of any pending or possible property claims of third parties that could have a material adverse effect on their ability to perform their obligations under the Agreement and these General Terms and Conditions;

27.2.3. no event has occurred, or is likely to occur in the near future, that could have a material adverse effect on their ability to perform their obligations under the Agreement and these General Terms and Conditions;

27.2.4. they undertake to be responsible for all obligations arising from the use of the Card/s;

27.2.5. they give their consent to the Bank to provide data on the balances, transactions, and other details related to the status of the Account to the respective operators in the country and/or abroad, including data on the available funds and the limits on the Account;

27.2.6. they are aware of the fact that declaring of false or incomplete facts and circumstances constitutes grounds for: 1) pecuniary liability claims; 2) calling the overdraft fully due and payable; and 3) inclusion of the Merchant, The Co-Borrower and the Authorized User in the BNB register of defaulting debtors.

## **XXVIII. FINAL PROVISIONS**

29.1. 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 shall form an integral part of these General Terms and Conditions.

29.2. These General Terms and Conditions were prepared pursuant to Art. 298 of the Commerce Act, adopted by the Managing Board of First Investment Bank AD, amended and supplemented by resolution effective 15.08.2022.