

## **GENERAL TERMS AND CONDITIONS**

### **for opening and maintenance of bank accounts and provision of payment services**

#### **I. GENERAL PROVISIONS**

First Investment Bank AD, having its registered office at 1784 Sofia, 111 P Tsarigradsko shose Blvd., Republic of Bulgaria, registered in the Commercial Register and the Register for Non-Profit Legal Entities with the Registry Agency with Unified Identification Code (UIC) 831094393 (hereinafter referred to as "Fibank" or "the Bank") is a credit institution with a universal license for carrying out banking activity on the territory of the Republic of Bulgaria and abroad No РД22-2257/16.11.2009, issued by the Bulgarian National Bank (BNB) which supervises its activity.

#### **1.1. Preliminary information**

1.1.1. In compliance with the requirements of the Law on Payment Services and Payment Systems (LPSPS), the Law on Credit Institutions (LCI) and the applicable European and national legislation, First Investment Bank AD shall provide these General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services (GTCPS), the Tariff of Fees and Commissions (the Tariff), the Bulletin of interest rates applied by the Bank to bank accounts in national and foreign currency (Bulletin of interest rates/Interest Rate Bulletin), the Glossary of Terms used in these GTCPS, as well as the Special Terms and Conditions applicable to the respective payment service and/or payment instrument to the Payment Services User (the User), allowing the latter with sufficient time to make an informed decision regarding entering into a payment service agreement, by making such documents available to Users in its banking offices or on its website at [www.fibank.bg](http://www.fibank.bg), in the *My Fibank* electronic banking system at <https://my.fibank.bg>, including the *My Fibank* mobile application, or in another appropriate manner on a durable medium in plain text and in accessible form in the Bulgarian language. In the same manner,

consumers shall be provided with a Glossary of Terms for the most representative services linked to payment accounts and with a Fee Information Document, depending on the payment account. The standardized terms contained therein shall allow comparability of fees for services linked to payment accounts that are accepted by the BNB as most representative, and enable consumers to make informed decisions prior to entering into an agreement. The full information on fees for all services provided by the Bank is contained in its Tariff of Fees and Commissions. The Fee Information Document shall be without prejudice to the contractual obligations of the parties under Section XXIV "Fees and Commissions" of these GTCPS.

#### **1.1.2. Protection of personal data**

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/EC (General Data Protection Regulation - GDPR), effective 25.05.2018. Personal data of customers 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 customer 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).

#### **1.1.3. Deposit insurance**

Funds in the Accounts are guaranteed by the Bulgarian Deposit Insurance Fund (BDIF), established and functioning in the Republic of Bulgaria, up to the guaranteed

amount (BGN 196 000) under the terms and conditions set out in the Law on Bank Deposit Guarantee (LBDG).

The Bank shall provide Users with a Depositor Information Template /the Information Template/. The Information Template, containing the basic information on deposit protection and drawn up in accordance with the requirements set out in the LCI, shall be provided by the Bank to the User prior to entering into an agreement, and at least once a year thereafter, under the procedure for provision of preliminary information set out above, respectively for changes to the terms of the framework agreement under Section XXV of these General Terms and Conditions.

1.1.4. At the request of the User, the Bank may provide the preliminary, as well as the additional information in a manner different from the above described, subject to charges under the Tariff.

1.1.5 For the convenience of non-Bulgarian Users, the Bank shall provide the present General Terms and Conditions, the Information Template, the Privacy Notice, the Tariff, the Glossary of Terms used in these GTCPS, the Glossary of Terms for the most representative services linked to payment accounts and the Fee Information Document also in the English language. In case of discrepancies or contradictions, the original text in the Bulgarian language shall prevail over the English translation.

1.1.6. Prior to using the payment or other services/products offered by Bank and/or entering into an agreement, the User shall be required to read and understand these GTCPS, including Deposit Terms and Conditions – appendix and an integral part of these GTCPS and the special terms and conditions for the respective service. By signing an agreement for a service/product, respectively by giving an order/consent for execution of a payment service, including remotely, through the agreed means of access and identification, customers declare that they have received, read and understood in advance the information terms and conditions provided to them and agree that they are applied in the customers' relations with the Bank.

1.2. The Payment Service Users may only use the services of the Bank only after proper identification, respectively identification of the persons representing them or authorized by them.

1.2.1. Identification shall take place subject to the regulatory requirements and the specific banking requirements, as well as the Bank's identification procedures, depending on the type and characteristics of the payment instrument, and the means of distance communication used. The Bank reserves the right to change the procedures for the identification of Users in cases of innovations, legal changes, or for security reasons.

## **II. SUBJECT**

2.1. These General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services (hereinafter „GTCPS“) shall govern the relationship between the Bank and Account Holders in relation to the opening and maintenance of bank accounts, as well as the relationship between the Bank and Users of payment services provided by the Bank under the Law on Payment Services and Payment Systems and its implementing instruments, the Regulations of the European Parliament and of the Council relating to the subject matter of these GTCPS, including with regard to the execution of individual and/or series of payment transactions, namely:

2.1.1. cash deposits/withdrawals, as well as the related account maintenance services;

2.1.2. execution of payment transactions, including transfers of funds to accounts of the User with the Bank or with another payment service provider (including Blink immediate transfer from/to an account with another payment service provider), including when such funds are part of a credit facility granted to the User, as well as periodic transfers;

2.1.3. issuance and use of debit Cards, including Microcards;

2.1.4. provision of information services and reporting;

2.1.5 other payment and related services.

2.2. The Bank may expand or limit the scope of services/products provided by it, change the terms and conditions for opening and maintenance of accounts, terminate the maintenance of certain types of accounts/products, including deposit ones, as well as change the price, terms and conditions for acceptance and execution of customer orders based on changes in current legislation, market conditions, the Bank's policy for management of attracted funds, security considerations, or improvements in services/products. The Bank shall notify the User of any changes, new services and special terms and conditions for their use under the terms of these GTCPS and shall not be liable for damages or lost profits resulting from limiting the scope of services.

2.3. These GTCPS, together with the special terms and conditions for the respective payment service, and/or depending on the used service/product – Deposit Terms and Conditions, the Request for opening a bank account, respectively the Application for issuance of a bank Card, including Microcard, corporate bank Card, Digitized Card or an additional Card) and the general terms Agreement for each of them (collectively called "Agreement" or, depending on the context, "Agreement for opening and maintenance of a bank account and provision of payment services", "Card Agreement" and other agreements for bank account, including for deposit or other product related with an account), the annexes thereto, as well as all requests, orders, consents, appendices, declarations and confirmations, shall constitute a Framework Agreement within the meaning of the LPSPS.

2.4. For any matters not covered by these GTCPS, the special terms and conditions of the particular product or service shall apply.

2.5. These GTCPS shall apply to customers (Account Holders and/or Payment Service Users) of all branches and offices of First Investment Bank AD in the Republic of Bulgaria.

## **BANK ACCOUNTS**

### **III. TYPES OF BANK ACCOUNTS**

3.1. The Bank shall open and maintain the following types of bank accounts:

3.1.1. current accounts for keeping money and executing payments. Interest on current accounts shall be paid once a month, except upon closing of an account, when interest shall be calculated and paid on the day of closing the Account;

3.1.1.1. basic payment accounts /BPA/ for keeping of Bulgarian levs and provision of services under Art. 118 of LPSPS, including under the conditions of Art. 120a of the LPSPS.

3.1.2. deposit accounts - for keeping money payable on a certain date (maturity date), or under other pre-agreed terms, as well as accounts maintained according to the terms of the respective deposit product;

3.1.3. savings accounts - interest on the Account is paid once a year;

3.1.4. registered capital accounts - for keeping registered capital upon establishment of legal entities;

3.1.5. liquidation accounts – for keeping funds of entities in liquidation;

3.1.6. insolvency accounts – for keeping funds of entities undergoing insolvency proceedings;

3.1.7. accounts of budget organizations - under terms and conditions as specified by the Minister of Finance and the Governor of the BNB, in accordance with the Public Finances Act;

3.1.8. special (safeguard, customer) accounts under the LPSPS, respectively the Markets in Financial Instruments Act (MFIA) for depositing funds of customers of payment institutions or of investment intermediaries;

3.1.9. special accounts of private enforcement agents, lawyers/law firms, insurance brokers/agents, notaries, etc.;

3.1.10. customer accounts for execution and reporting of transactions for purchase/sale of dematerialized gold;

3.1.11. joint accounts of two or more local and/or foreign physical persons called Co-Account Holders. Co-Account Holders may only operate such an account jointly unless they have, upon signing the Agreement or by a subsequent explicit notification to an authorized employee of the

Bank, declared in writing that the Account shall be operated by each of the Co-Account Holders separately, or by one of them exclusively, in which case no notarized power of attorney needs to be presented to the Bank. Each of the Co-Account Holders shall be jointly and severally liable for all obligations arising from the Agreement and from this type of account, to their full extent. Shares shall be considered to be equal, unless otherwise indicated. The account may only be opened and closed jointly by the Co-Account Holders. All other terms and conditions shall be governed by the Agreement, depending on the type of account and in accordance with the provisions of the applicable law;

3.1.12. donation accounts – for medical treatment, education, etc. Opened in the name of the donation beneficiary, or of their legal representative;

3.1.13. other types of accounts for keeping funds under specific terms, stipulated in the Agreement.

3.2. The Account type and the specific terms and conditions for its maintenance, when different from those defined in these GTCPS, shall be expressly set out in the Agreement between the Account Holder and the Bank.

#### **IV. OPENING A BANK ACCOUNT**

4.1. Account Holders may be local or foreign natural persons or legal entities, budget organizations, condominium ownerships, companies under Art. 357 of the Obligations and Contracts Act, or other legal entities.

4.2. For opening of accounts of legal entities, the following data/documents need to be provided:

4.2.1. official identity document of the person/s representing the entity, or the person/s, authorized to operate the Account on behalf of the Account Holder;

4.2.2. a power of attorney, where applicable, by which the person/s representing the Account Holder authorize another person to operate the Account on behalf of the Account Holder with notarized signature/s of the authorizer/s (notarized power of attorney);

4.2.3. personal identification data and specimen signatures of the persons authorized to operate the Account on behalf of the Account Holder. Such specimen signatures must be placed in the presence of an authorized employee of the Bank, or else be certified by a notary;

4.2.4. articles of incorporation / company agreement / statutes of the Account Holder specifying its management bodies and their power of disposition over its property – in case the entity is not registered/re-registered in the Commercial Register and the Register of the non-profit legal entities;

4.2.5. the resolution by which the persons entitled to operate the Account are authorized, if the entity is not subject to entry in a public register. If a photocopy of such resolution is presented, it must be certified with the signatures of the persons representing the Account Holder;

4.2.6. a document certifying the registration of the Account Holder:

- for entities registered in the Commercial Register and the Register of non-profit legal entities kept by the Registry Agency: a Unified Identification Code (UIC) and, upon express request by the Bank, an official current registration certificate issued by the Registry Agency;

- for entities not subject to registration in the Commercial Register and the Register of non-profit legal entities kept by the Registry Agency, or not re-registered in the Register of Non-Profit Legal Entities kept by the Registry Agency: a certified copy of the articles of incorporation and a current registration certificate (Certificate of current status) from the register in which the entities are subject to registration and are registered, specifying the persons who manage and represent the Account Holder and their personal identification data, a BULSTAT code;

4.2.7. information about the actual owners of the entity within the meaning of the Law on Measures against Money Laundering /LMAML/.

4.2.8. Legal entities that are not registered in the Commercial Register and the Register of non-profit legal entities kept



by the Registry Agency should provide documents to the Bank certifying their current status and related data and circumstances, except at initial establishment of relations and periodically, but not less than once a year, as the documents presented should not be older than:

- 3 months for the purposes of initial establishment of relations with the Bank and opening of an Account;
- 6 months for the purposes of subsequent customer service.

4.2.9. in cases where the activity of the Account Holder in relation to which banking transactions are performed is subject to licensing, permit or registration under the law, a copy of the relevant license, permit or registration certificate shall be presented;

4.2.10. requests for opening of liquidation accounts shall be accompanied by a copy of the liquidation order certified by the issuing authority, a copy of the document for appointment of liquidators certified by the appointing body, and specimens of the liquidators' signatures, taken under the procedure described in item 4.2.3;

4.2.11. requests for opening of insolvency accounts shall be accompanied by a certified copy of the court's decision to open bankruptcy proceedings, a copy of the document for appointment of temporary trustees or assignees in bankruptcy, and specimens of the latter's signatures, taken under the procedure described in item 4.2.3;

4.2.12. other documents or information expressly requested by the Bank at its discretion. Non-submission of the required documents within 30 days may result in the Bank closing the account under the terms of item 26.10. of these GTCPS.

4.3. For opening of accounts of natural persons, the following data/documents need to be provided:

4.3.1. personal identification data of the Account Holder;

4.3.2. a notarized power of attorney, where applicable, by which the Account

Holder authorizes another person to operate the Account on his/her behalf;

4.3.3. personal identification data of the person that opens the Account and is entitled to operate it, if different than the Account Holder.

4.4. The Bank shall provide an opportunity for the customers to enter into an agreement for an account remotely, via the *My Fibank* electronic banking system, or using 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).

4.4.1. Performing online registration in a Third-party mobile application, respectively obtaining a qualified electronic signature /QES/ shall be done subject to the terms and conditions of the relevant third party provider.

4.4.2. By opting to enter into an 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 account 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 an 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

4.5. All documents relating to the opening and maintenance of accounts submitted to

the Bank that are drawn up in a foreign language, or are issued or certified abroad, must be presented in the original, legalized and certified by apostille, and officially translated into Bulgarian. The signature of the translator placed in the translated version must be certified by a notary in the Republic of Bulgaria. Where a document submitted to the Bank is not subject to legalization, it must also be accompanied by an official Bulgarian translation in the manner specified above.

4.6. Users may, through their legal representatives, specify whether they will place a company seal on banking documents (requests, specimens, agreements, statements, payment orders, etc.) related to payment services and payment transactions.

4.7. Unless otherwise agreed, an account shall be opened based on a submitted request and after signing of an Agreement between the parties governing the specific terms, as well as the obligations of the parties regarding the maintenance of the Account and the execution of a payment transaction or a series of payment transactions. These GTCPS shall form an integral part of the Agreement. In the event of a discrepancy between these GTCPS and the Agreement, the terms expressly agreed between the Bank and the Account Holder in the Agreement shall prevail.

4.8. The Bank shall consider the request to open an account and make a decision. The Bank may refuse to enter into an Agreement and open an account without giving reasons for that.

4.9. The Bank may on its own motion open an account in the name of the User needed for performing a particular payment or other banking service requested by the User, as well as close this account after performing the service for which the Account was needed to which effect the User, by signing the particular agreement with the Bank, gives express consent.

4.10. Upon opening an account, the Bank shall assign to it an International Bank Account Number (IBAN) defined in accordance with the BNB regulations, or another unique identifier which shall be stated in the Agreement.

4.11. For the opening of an account, the Account Holder shall pay a fee to the Bank under the Tariff.

#### **Basic payment account /BPA/**

4.12. The Bank shall open basic payment accounts in Bulgarian levs in the name of Consumers who are legally resident in the European Union. The Bank shall request documents evidencing identity, residence and purpose for which the account is opened.

4.12.1. To open a BPA, the Consumer shall be required to submit, at an office of the Bank, a request for opening a BPA (a standard form of the Bank), and present the required documents. No BPA shall be opened in the name of third parties, or in the name of more than one Account Holder (co-Account Holders).

4.12.2. Fibank shall provide BPA services in a scope and subject to charges determined in accordance with the LPSPS and Ordinance No 3 of the BNB on the Terms and Procedure for Opening Payment Accounts, for Execution of Payment Transactions and for the Use of Payment Instruments. Those shall be announced in the Tariff and in the Information Template and made available to consumers on paper in the banking offices, as well as in electronic form on the website of the Bank at: [www.fibank.bg](http://www.fibank.bg).

4.12.2.1. In the presence of a „BPA Agreement under the terms of Art. 120a, LPSPS“, in the event of crediting the BPA with funds originating from labor remunerations, pensions, benefits or social security payments, scholarships for students, university students or postgraduate students, in accordance with the Account Holder instructions, as well as in the event of debiting the BPA with payment transactions ordered by the Account Holder, the BPA shall be maintained and the transactions shall be executed under the conditions of Art. 120a of the LPSPS and the Tariff.

4.12.2.2. To fulfill the legal requirements and the due diligence measures, Consumers shall provide the necessary information and documents, and the Bank may carry out inspections and

compliance monitoring. In case of non-compliance with the obligations under these GTCPS and the signed Agreement, the Bank shall charge fees according to the Tariff.

4.12.3. Based on separate agreements, BPA may also be used for electronic banking services, their types and functionalities being stipulated in the respective agreement. Consumers may choose to use additional services provided by the Bank with their BPA, subject to the standard fees and commissions under the Tariff, and after signing an agreement with the Bank for the respective service. The use of additional services is not a condition for opening a BPA.

4.12.4. The Bank may refuse to open a BPA if the Consumer already has such account with Fibank or with another bank in the Republic of Bulgaria, or if the Consumer has more than one payment account with Fibank or with another bank in the Republic of Bulgaria through which s/he can use all services under Art. 118, para 1 of the LPSPS, unless the Consumer declares s/he has been informed that such account will be closed.

4.12.5. The Bank shall refuse to open a BPA where opening thereof would lead to violation of regulations regarding prevention of the use of the financial system for the purposes of money laundering or terrorist financing.

4.13. In each case, the Bank shall decide on approving or rejecting requests for opening of BPA within 10 days of receipt of all required documents.

4.13.1. In case of rejection, the Bank shall notify the Consumer of its reasons in writing, unless disclosure of such information would be contrary to the objectives of national security, public order, or the legislation on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing.

4.14. Unless explicitly stated otherwise, all other provisions of these GTCPS shall apply and be valid between the parties with respect to the BPA and the services provided through it. In case of contradiction between the terms for other payment accounts and the terms of BPA, the terms of

BPA provided for in this section and in the Account agreement shall prevail.

## **V. MAINTENANCE (KEEPING) OF AN ACCOUNT**

5.1. In the presence of a signed Agreement with the Account Holder, the Bank shall be deemed obliged and duly authorized to receive funds in cash and via transfers on behalf of the Account Holder and to credit with such funds the Account, regardless of who the depositor/originator of such transactions is.

5.2. Unless otherwise agreed, the Account Holder may authorize other persons in writing to operate the Account, as well as to perform the payment services expressly specified in the authorization. Such authorization shall only be accepted by the bank if made in writing, by a notarized power of attorney.

5.3. The Bank may refuse to accept a power of attorney if the scope of rights of the authorized person is not clearly and exhaustively defined, or if it does not meet the requirements set out in these GTCPS, the Agreement, or the agreed terms for the particular type of payment service.

5.4. The Bank shall verify the submitted documents, including the powers of attorney and the signatures on them *prima facie*, and shall not be responsible for any damages resulting from the execution of payment transactions, including cash withdrawals, based on documents that, while regular *prima facie*, were false or with untrue content.

5.5. Changes to the powers of attorney presented to the Bank, including the withdrawal thereof, shall take effect vis-à-vis the Bank from the time the Bank was notified in writing of the change by the Account Holder, by the latter depositing the relevant documents in the office where the Account is kept.

5.6. Except in cases of enforcement carried out in accordance with the legal procedure, or of official collection pursuant to these GTCPS, payments from the Account may only be made by order/consent of the Account Holder, or of a person authorized by the Account Holder with a notarized power of attorney.

5.7. Where the Account Holder is a minor or legally incapacitated person, the Account may only be operated with the permission of the district court of residence, except in the case of targeted spending of funds raised by a donation in accordance with the agreement signed with the Bank.

5.8. The Bank shall provide information on the Accounts of a deceased Account Holder only to his/her heirs, subject to presenting, in the original, of a death certificate and an heirs' certificate, and in the case of a will - after probate of the will according to the Inheritance Act procedure and presentation of a copy thereof. For all other issues that may arise, including the disposition of these accounts, the rules of the Bank and the existing Bulgarian legislation shall apply.

5.9. The Bank shall accept and process account attachments under current legislation

5.10. The attachment of an account or the occurrence of other reasons preventing its operation shall suspend the execution of outgoing transfers ordered by the payer and of withdrawals until the reason preventing them is removed.

5.11. Payments shall be made in the currency specified by the User in the payment document. Where the currency of the payment transaction is different than the currency of the Account debited/credited, unless otherwise agreed, the current exchange rate under the Tariff of Fibank shall apply.

5.11.1. Transfer of funds in a currency other than the currency of the Account may lead to a decrease or increase of the amount. By entering into an agreement under these GTCPS, Users confirm that they have been informed of that in advance and that transfer of funds in a currency other than the currency of the Account is their personal, informed choice.

5.12. When executing transfers and payments from the Account, the Bank shall not control the purpose, or monitor the legality of transactions, unless otherwise required by existing regulations. The Bank shall not be responsible for providing usual bank brokerage for Users' transactions made in violation of the law.

5.13. The Account Holder undertakes to exercise due care and use the Account in accordance with the existing legislation, the bank requirements, these GTCPS and the specific terms and conditions of the payment service used, stipulated in the agreement signed with the Bank. The Account Holder shall not allow the use of the Account, personally or through third parties, for fraudulent or illegal purposes, shall not compromise the security of the Account or of other customers' accounts through unauthorized access attempts, nor perform any actions that could undermine the reputation or credibility of the Bank.

5.14. The User undertakes to provide information to the Bank of the countries where he is resident for tax purposes and other information in accordance with the tax legislation, as well as to immediately provide notification of any changes thereto. The Bank may require additional documents in order to verify the tax status of User. The Bank may close the Account of the User in case of failure of the latter to provide statements or documentary evidence leading to inability of the Bank to meet its obligations related to the automatic exchange of information.

5.14.1. Should obligations exist or arise for the Bank, fulfilling of which is determined by the status of the Account Holder as a resident or non-resident person, the Bank shall fulfill such obligations in accordance with the status indicated by the Account Holder. Any damages resulting from incorrect indication of that status by the Account Holder shall be borne by the latter.

5.15. The Account Holder shall be responsible for any damages he has caused directly or indirectly to the Bank due to failure to comply with the banking requirements, or such use of the Account that is improper, illegal, or inconsistent with these GTCPS.

5.16. The Account Holder undertakes to maintain a minimum balance on the Account as specified the Tariff. In case of insufficient funds on the Account to ensure the minimum balance for more than 30 (thirty) days, the Bank may unilaterally terminate the Agreement without notice to the Account Holder and close the Account pursuant to item 26.10.



5.17. For maintenance (keeping) of the Account, the Account Holder shall pay a fee to the Bank as specified in the Tariff, according to the type of account and the services used.

### Conditions for agreements for deposits

5.18. Opening and maintenance of deposits and other term accounts shall be performed under the conditions of the respective contract and the present GTCPS.

5.19. To current account, by request of the Account Holder a saving component – Deposit Account for keeping money can be connected, under terms and conditions of the specific deposit product, the agreement concluded between the parties and the below provisions of this section.

5.20. **Depositing/withdrawal of funds** to/from a Deposit Account, as well as its maintenance, shall be performed under the terms and conditions for the respective deposit product specified in the Deposit Terms and Conditions - appendix forming an integral part of these GTCPS, the Tariff, as well as the below provisions of this section.

5.20.1. For funds deposited to the Deposit Account after expiration of the specified deadline, and/or funds exceeding the specified maximum amount or funds below the minimum required amount for the respective deposit product (if any), such funds that do not meet the deposit conditions shall bear interest at the annual interest rate applicable in cases of non-fulfillment of the deposit conditions announced in the Interest Rate Bulletin, and fees and commissions shall be due according to the Tariff.

5.21. **The term of the deposit** shall be the time from the date of opening the Deposit Account to the last day of the agreed term (in months), i.e. the maturity of the deposit.

5.21.1. The term of the deposit shall expire after the respective number of months, depending on the specific Agreement, on the same date on which it was opened. If the month in which the term expires does not have the same date, the term shall expire on the last day of the month.

5.22. Upon expiration of term of the deposit, the agreement shall be terminated and the Deposit Account shall be automatically closed, unless otherwise provided for a certain type of deposit. The Bank shall transfer the account balance to the current account of the Account Holder to which account the deposit is connected to and which account is specified upon entering into the Deposit Agreement, kept in their name in the Bank (deposit servicing account). In case that by the request of the Account Holder the Deposit account is opened in a currency different from the currency of current account (deposit servicing account), the Bank shall, upon transferring the balance, convert the transferred amount according to the BNB exchange rate for the day of the transfer.

5.22.1. In the event that, upon termination of the Agreement, there is no current account in the name of the Account Holder kept in the Bank, the Bank shall open an account ex-officio and keep the amount on that account until the Account Holder withdraws it or provides the necessary information or documents for the account to which they wish the amount to be transferred. The Bank shall notify the Account Holder of the unique identifier of the opened account and of its maintenance terms, including any charges, in the manner of communication established under these GTCPS.

5.23. Deposits with **automatic renewal** shall be renewed unless terminated on the Maturity date by the Account Holder or by the Bank. In cases where the Bank terminates a deposit with automatic renewal, respectively terminates the Deposit Agreement, the Bank shall notify the Account Holder at least one month before the Maturity date in the manner of communication established under these GTCPS.

5.23.1. Deposits with automatic renewal shall be renewed each time for a new term (with the same maturity and in the same currency), applying the interest rate, terms and conditions that are applicable to the respective deposit product at the date of renewal, including minimum and/or maximum amount, according to these

GTCPs, the Deposit Terms and Conditions, the Tariff and the Interest Rate Bulletin.

5.23.1.1. Upon renewal, the maturity date shall be the one on which the new term of the deposit expires, counting from the date of its last renewal, as item.5.21.1. above applies.

5.23.2. In the case of deposits with interest capitalization, the amount of the renewed deposit shall equal the principal amount of the expired deposit plus the interest paid thereon reduced by the interest income tax due by the Account Holder, plus any amounts additionally deposited (if any) subject to the terms of the respective deposit product.

5.24. The Bank shall pay interest on deposit amounts, applying the **interest rates** determined by it and announced in the Interest Rate Bulletin.

5.24.1. The Bank shall accrue interest in the currency in which the Deposit Account was opened, on the deposit balance for each day of the term of the deposit, starting on the day of opening the Deposit Account (inclusive) and ending on the day preceding the Maturity date of the deposit (inclusive).

5.24.2. The Bank shall pay the due interest upon expiration of the agreed term, unless otherwise agreed under the terms of the respective deposit product, after deduction of the interest income tax due by the Account Holder under current legislation.

5.24.3. Interest due shall be paid depending on the respective deposit product, with capitalization (by adding to the deposit principal amount for the next term) or without capitalization (by transferring to the specified in the Deposit Agreement current account kept in the name of the Account Holder with the Bank), unless otherwise agreed. The Account Holder undertakes not to change and/or close the indicated by him current account to which the interest is paid and/or the deposit amount is transferred upon deposit termination, while the deposit exists.

5.24.4. In case of interest paid in advance by the Bank before the maturity date (where provided by the terms of the

respective deposit product) and lack of sufficient funds from the remaining interest payable, the Bank may, on the maturity date or on the date of early termination, debit the deposit principal with the amount of interest income tax due.

5.25. If the Account Holder withdraws or transfers to another account part of, or the entire deposit amount **early** (before the maturity date), the Account Holder shall owe the Bank a penalty in the amount of interest accrued for the period from the opening/last renewal of the deposit to the day of such withdrawal or transfer, unless otherwise provided for the specific deposit product. The Bank shall deduct the penalty amount owed by the Account Holder from the interest amount due by the Bank, and in case of interest paid in advance – from the deposit principal.

5.26. In case of partial deposit withdrawal before or on the maturity date:

5.26.1. for deposits with automatic renewal – the deposit shall be renewed according to item 5.23. above, with the amount remaining on the deposit account, provided such amount meets the requirements for minimum and maximum amount (if any) for the specific deposit product. In case the remaining amount does not meet these requirements, item 5.20.1. above shall apply;

5.26.2. for deposits without automatic renewal – the deposit, respectively the agreement shall be considered terminated and item 5.22., item 5.22.1., respectively 5.25. above shall apply.

5.27. The Account Holder shall owe the Bank **fees and commissions** for opening and maintenance of accounts, for execution of transfers, for cash deposits and withdrawals, for balances and payment services in the amount, periodicity and under terms and conditions according to the current Tariff.

5.28. Under execution of the requirements set in the Recovery and Resolution of Credit Institutions and Investment Firms Act /RRCIIFA/ and Regulation (EU) 575/2013, certain liabilities of the Bank under deposits with remaining term till the maturity date of at least one year (“Free deposit”, “Multi-currency deposit”, “Record deposit”, “25

years Fibank”, “Super deposit”, “Term deposit – 18 months”, “Term deposit – 24 months”, “Term deposit – 36 months”, “Term deposit for 60 months”, “Term deposit account with progressive accumulation of the interest /6x6/”) could be treated as Eligible liabilities (in accordance with the Glossary of Terms) in case all applicable regulatory requirements are met.

5.29. For any actions or transactions concerning the Deposit Account that are not explicitly settled in this section, the remaining sections of these GTCPS shall apply.

### **Cash transactions**

5.30. Cash deposits/withdrawals to/from the Account shall be done based on a submitted document: deposit slip/withdrawal receipt (standard forms of the Bank).

5.31. When withdrawing cash from the Account above a certain amount specified in the Tariff, the Account Holder shall notify the Bank of the transaction in advance, within the specified period. Failing to do that, the Account Holder shall owe an additional fee.

5.32. The Bank shall not perform transactions with suspicious or counterfeit cash. Counterfeit cash shall be treated according to current regulations.

5.33. For cash transactions, the User shall pay to the Bank fees according to the Tariff.

### **Interest on credit balances**

5.34. Interest paid by the Bank on the funds in customer bank accounts, including current, deposit and savings accounts, shall be calculated in accordance with the Bank's interest rate policy approved by the Management Board of Fibank. The Bank shall announce its interest rates by type of account and by currency, reserving its right to change them. Current interest rates shall be announced in the Bank's offices and published on the website of Fibank: [www.fibank.bg/Interest Rate Bulletin](http://www.fibank.bg/InterestRateBulletin). For deposit contracts, the terms of the relevant deposit product shall apply, including automatic renewal under the terms of the Bank valid at the renewal date.

5.35. Interest on all accounts subject to these GTCPS shall be calculated on the

account balances for each day based on the actual number of days, the year considered as consisting of 365 days, 366 days respectively, unless otherwise specified in the Tariff. For part of the already existing deposit contracts interest may be calculated based on 360 days per year and 30 days per month.

5.35.1. The Bank shall not pay interest on amounts up to the minimum balances, where such are required for certain types of accounts under the Tariff, or according to the terms and conditions for the respective product.

5.36. Where taxation applies under current legislation, the Bank shall pay the interest due after deduction of tax.

5.36.1. Where, under the terms of the deposit agreement, interest has been paid by the Bank prior to maturity date and the remaining interest is insufficient for the tax payment, the Bank may, on the maturity date or on the date of early termination, debit the tax amount due from the amount of the deposit.

### **Inactive accounts**

5.37. When an account is inactive (see the Glossary of the GTCPS terms), performing actions of disposal with it shall be disabled till its activation, except for operations for crediting the account, including by interest payments if applicable. All transactions related to servicing the account, including its debiting by Fibank with fees and commissions due as well as in cases of enforcement according to the law, shall remain active.

5.37.1. Inactive accounts may be activated by the Account Holder or by duly authorized by him person with rights to dispose free of charge by submitting a request at an office of the Bank or automatically, by ordering a transfer through the *My Fibank* e-banking platform or by making transaction with a debit Card issued to the Account at an ATM or POS, including virtual POS, provided that the available balance on the Account exceeds its obligations, if any.

## **VI. PAYMENT ACCOUNT SWITCHING**

6.1. At the request of a Consumer - Account Holder of a current account, or of a Basic payment account, the Bank shall provide the Payment Account Switching service when the Accounts are in the same currency and the switching is from/to a payment service provider located in the Republic Bulgaria.

6.2. The Bank shall perform the actions for which it has received written request from the Account Holder. In the case of two or more Account Holders (co-Account Holders), a request shall be submitted by each one of them.

6.3. The Bank shall make the information on the terms and conditions under which the service is provided (Information on Payment Account Switching under Art. 115 of the LPSPS) available on its website [www.fibank.bg](http://www.fibank.bg), as well as in paper form in the Bank's offices, providing it free of charge upon request.

6.4. In case of opening an account with a payment service provider located in another EU member state, the Bank shall provide the assistance required by law for switching the Account kept with it and the related payment services.

6.5. The account shall be closed when there are no outstanding obligations on it, the conditions of the framework agreement for closure of the Account are met, and all necessary actions of the switching procedure are completed.

The account may not be closed if there are any outstanding obligations on it, and/or under agreements with the Bank that are serviced by it (loans, credit limits, bank cards, securities, etc.), if there are collaterals or pledges established on it, blocked amounts, as well as in other cases of enforceable rights on the Account or the balances on it by the Bank and/or by third parties. The Bank shall notify the Consumer if the Account cannot be closed due to outstanding obligations.

6.6. The Bank shall not charge fees for access to information on existing standing orders and direct debits. For closing the Account, for payment transactions related to implementing the switching, as well as for

notifications to third parties – payers/payees to/from the Account, fees shall be charged under Chapter One: "Fees and commissions for individuals" of the Tariff, effective at the date of transaction. In each particular case, the Bank shall provide the Account Holder with advance information on the amount of fees owed depending on the type of payment services requested for switching.

## **PAYMENT TRANSACTIONS**

### **VII. PAYMENT ORDER PLACEMENT**

7.1. Fibank shall execute a payment transaction or a series of payment transactions based on a properly submitted payment order (consent/request or other authorization for execution of the transaction) in a form and with content according to the existing regulations, the requirements of the Bank and the specifically agreed terms.

7.1.1. To be properly executed, a payment order/consent must contain a correctly completed unique identifier (IBAN) of the Payee, respectively of the payer, as well as other data and information according to the requirements for execution of the respective payment service.

7.1.2. By submitting the order/consent, the User confirms that the data and information contained therein are true, accurate, and complete.

#### **Time of receipt**

7.2. Payment orders received on a non-business day shall be deemed to have been received by the Bank on the next business day.

7.3. The Bank may set a deadline within the business day (business hours) after which each payment order is deemed to be received on the next business day. Such deadline shall be determined depending on the rules of the payment system through which the payment transaction is executed, and announced in the Tariff for the respective payment service in the banking offices, on the Bank's website, or in another appropriate manner. This shall also apply to incoming payments.



7.4. If the Bank and the User have expressly agreed that the payment order is to be executed on a certain day, or on the day following the expiration of a specified period, or on the day on which the User provides the necessary funds for execution of the order, then this agreed day shall be considered as time of receipt of the payment order, and if it is a non-business day for the Bank - the next business day.

7.5. After its receipt by the Bank, a payment order may only be canceled by agreement between the User and the Bank and until such time as the payment system through which the transfer is ordered so permits. In the case of direct debit, the consent of the Payee shall also be required.

7.5.1. When a payment transaction is agreed to be executed at a later date, the User may cancel the payment order no later than the end of the business day preceding the agreed date of execution.

7.5.2. The Bank shall accept requests for cancellation of payment orders only in writing.

7.6. The User shall owe the Bank a fee for cancellation (withdrawal) of a payment order.

## **VIII. PAYMENT ORDER EXECUTION**

8.1. The Bank shall execute payment orders provided that:

8.1.1. the order placed contains all data required by the Bank, and the User has provided all the documentation required by law or by the Bank.

8.1.2. the User has provided a full and accurate international bank account number (IBAN) or other unique identifier for the Payee's account and, where necessary, the business identification code (BIC) of the Payee's payment service provider by filling them in the payment order.

8.1.3. there are sufficient funds on the User's account to execute the payment transaction ordered and to cover the fees associated with its execution.

8.2. The Bank shall transfer the full amount of the payment transaction. Execution of partial payments on individual payment orders or direct debit requests shall not be allowed.

8.2.1. In the case of payment orders in BGN submitted on paper in its offices the Bank may, without being obliged to do so, wait for the funds necessary to complete the transaction to be raised, but not longer than 30 days from the date of submission. In this case the day on which the conditions for execution of the transaction are met shall be considered as time of receipt.

8.2.2. The Bank shall not be responsible for any damages resulting from failure to execute payment orders due to insufficient funds.

8.3. The Bank, in its capacity as payment service provider of the Payee, shall have the right to deduct the fees due to it for execution of the payment transaction from the transferred amount before crediting the Payee's account. In the information provided to the Payee, the amount of the payment transaction shall be indicated separately from the amount of deducted fees.

8.4. Payment orders shall be executed in accordance with the chronological sequence of their receipt in the Bank, and the conditions of the payment system through which they are executed.

8.4.1. Where a Payment Service User simultaneously submits more than one payment order, the Bank shall execute them in the sequence specified by the User. If the User does not specify a sequence, the Bank shall process the orders by the sequence of their registration in the Bank, and continue with execution as long as there are available funds on the Account.

8.5. The Bank shall not execute payment transactions that are not compliant with current legislation, the applicable rules for execution, or the terms agreed in the framework Agreement.

8.5.1. In case a payment transaction cannot be executed the Bank shall, at the User's request, notify him of the reasons for rejection and of the procedure for correcting the factual mistakes that led to such rejection, unless a ban on providing such information exists under the effective legislation of the Republic of Bulgaria or the EU regulations.

8.5.2. Where a payment transaction cannot be executed due to failure by the User to comply with the terms of the framework Agreement, the User shall owe the Bank fee for notification.

8.6. In the case of executing payment transactions within the European Economic Area (EEA) where both the Payer's and the Payee's payment service providers are, or the sole payment service provider in the payment transaction is, located in the EEA, the charges paid by the Payer and the Payee shall be shared (SHA), each of them paying the charges levied by his payment service provider.

8.6.1. In the case of executing payment transactions outside the scope of item 8.6., charges shall be paid (OUR/SHA/BEN) as specified by the Payer.

8.7. Where a payment order is executed in accordance with the IBAN/unique identifier specified in it, such an order shall be deemed to have been correctly executed with respect to the Payee indicated therein.

8.7.1. The Bank shall not be responsible for failed or inaccurate execution of a payment transaction in the event of inaccurate or invalid IBAN/unique identifier specified by the Payment Service User.

8.8. In case of failure to execute a payment transaction due to a closed account or indication of an incorrect or invalid IBAN/unique identifier the Bank shall endeavor, within the limits of due care, to recover the payment transaction amount to the Payer's account. For such recovery, the Bank shall collect a fee under the Tariff.

8.9. For the execution of payment orders in national or foreign currency or other payment transactions, the User shall owe fees to the Bank whose amount, frequency and other terms shall be governed by the Tariff.

## **IX. STANDING ORDERS**

9.1. The Bank shall execute standing orders on the territory of the Republic of Bulgaria at the instruction of the Account Holder (the Payer), subject to the conditions specified in such orders.

9.1.1. The execution date specified in the order (or the next business day if it falls on a

non-business day) shall be considered as transfer date. This may be the date of a first, last, or periodic transfer. Where a transfer period is defined in months (years), the date of the month coinciding with the date of the first transfer shall be considered as transfer date. Where a transfer period is defined in days, the last day of the period shall be considered as transfer date.

9.2. The Payer undertakes to ensure sufficient available funds on his account for the transfer amount and the associated costs (fees and commissions) by the end of the business hours of the Bank on the day preceding the transfer date.

9.3. In case that, on the transfer date, the transfer amount together with associated fees and commissions due from the Payer exceed the available funds on the Account, the Bank shall not execute the transfer. No partial payments shall be allowed.

9.3.1. Transfers not made on the transfer date due to insufficient funds or other reasons under these GTCPS shall not be executed at a later point regardless of a subsequent availability of funds.

9.4. For each transfer, the Payer shall owe to the Bank fees and commissions under the Tariff.

9.5. The Payer may change or amend a placed order no later than two business days before the transfer date, by placing a new order containing the changed data.

9.6. Transfers shall be made until the last transfer date specified in the order (order expiry date) and then shall be terminated.

9.7. Prior to the expiry date specified in the order, the relationship between the Bank and the Payer in connection with the execution of standing orders may be terminated:

9.7.1. unilaterally by the Payer by written notice to the Bank (a standard form of the Bank), effective 2 (two) business days from the date of its receipt by the Bank;

9.7.2. unilaterally by the Bank by 7 (seven) day notice to the Payer made on paper or on another durable medium, effective after the expiration of the notice period.

9.7.3. upon closing the Account of the Payer, regardless of the reason for that;

9.7.4. in other cases provided by law.

## **X. DIRECT DEBITS**

10.1. The Bank shall execute direct debit payments only if the Payer (its customer) has given the Bank in advance his express written authorization (consent, instruction) that a third party may initiate direct debits from the Payer's account specified in the authorization.

10.2. By giving such authorization the Payer, including where the Payer is a Consumer, confirms that he has received in advance all the necessary information relating to the execution of a payment transaction or a series of payment transactions using direct debit, that the payment(s) indicated by him in the authorization is (are) consistent with his previous spending patterns and therefore the Payer will not be entitled to a refund under Art. 82 of the LPSPS.

10.2.1. The direct debit authorization shall have effect vis-à-vis the Bank for the period of validity specified therein, unless it is withdrawn prior to the expiration of that period. In case the authorization has no specified period of validity, it shall be deemed to be valid for a period of one year from the date of its submission to the Bank, this period automatically being renewed each time for a new one-year period provided the User has not withdrawn the authorization.

10.3. The Bank, in its capacity as payment service provider of the Payer, shall execute direct debit orders if the following conditions are met:

- a) there is an advance authorization (consent/order) expressly submitted by the Payer to the Bank;
- b) the available balance or authorized overdraft on the Payer's account is sufficient for the execution of the direct debit order;
- c) all other conditions for execution of the direct debit order are fulfilled, including any documents required for its execution if the submission of such documents has been agreed.

10.3.1. If, within 5 (five) business days from receipt of the direct debit order, all conditions for its execution are not met, the

Bank shall refuse to execute the direct debit order and notify the payment service provider of the Payee to that effect.

10.4. The authorization, respectively the direct debit order shall be submitted by the Payer, respectively by the Payee under the payment transaction, who shall bear full responsibility for the consequences of any omissions or inaccuracies therein.

10.5. The Bank shall execute periodic direct debits based on authorization given by the Payer, following the requirements and procedures of the Bank and in accordance with these GTCPS.

10.6. When providing payment services within the EEA in euro or in another currency of a Member State, the Bank shall be responsible to consumers for the correct transmission of the payment order to the payment service provider of the Payer when the Bank is a payment service provider of the Payee, provided it has received the payment order in sufficient time before execution so as to ensure settlement on the agreed date, as well as to make the payment amount available to the Payee within the time for execution under Section XI.

## **XI. TIME FOR EXECUTION AND VALUE DATES**

11.1. The time for execution of:

a) *Domestic payments* – when payment transactions are executed between a payment service provider located on the territory of Republic of Bulgaria and the Bank, are denominated in BGN or EUR, involve a single currency exchange between BGN and an EUR, and the exchange is effected within the territory of Republic of Bulgaria,

as well as

b) *Cross-border payments in euro within the EEA* – when payment transactions are executed between the Bank in its capacity of payment service provider of a Payer (Payee) and the payment service provider of a Payee (Payer) located within the EEA

shall be as described in items 11.1.1 - 11.3 below.

11.1.1. When the Bank is a payment service provider of the Payer, it shall ensure that the

payment transaction amount is credited to the Account of the payment service provider of the Payee not later than:

a) 1 (one) business day from the moment (date) of receipt of the payment order. When the payment order is submitted by the customer on paper, this period shall be extended by one additional business day, i.e. up to 2 (two) business days from the moment (date) of receipt of the payment order;

b) the same business day on which the payment order has been received – when executing payment transactions in BGN between the Bank and payment service providers participating in the Real Time Gross Settlement Payment System (RINGS), or in another system under Art. 149, para. 2 of the LPSPS.

11.1.2. Accepted for execution Blink transfer order shall be performed immediately, provided that the payment service provider of the Payee is accessible through the immediate payment system.

11.1.3. The Bank shall not be responsible for transfers not executed due to inaccessibility of the respective payment service provider through the immediate payment system or to processing failure by other participants in the payment process.

11.2. When the Bank is a payment service provider of the Payee, it shall credit the Payee's account with the payment transaction amount no later than the same business day on which that amount has been received to the Account of the Bank.

11.2.1. The Bank shall make the payment transaction amount available to the Payee immediately after such amount has been received to the Account of the Bank when there is no currency exchange to be made by the Bank, or there is currency exchange between euro and the currency of a Member State, or between the currencies of two Member States, and the Bank has received the information necessary to execute the transaction.

11.3. When funds are deposited to a payment account with the Bank in the currency of the respective account, the Bank shall make such funds available to the User, respectively set the value date immediately

after receipt of that amount. Where the Payment Service User is not a consumer, the funds shall be made available and the value date set no later than the next business day after receipt of the amount.

11.4. Where the Payee does not have an account with the Bank, funds received in his name shall be made available to the Payee within the timeframe under Section XI. Funds not claimed by the Payee within 7 (seven) days from the transfer date shall be returned to the Payer.

11.5. When the Bank is the sole payment service provider in a payment transaction (i.e. the Bank is the payment service provider of both the Payer and the Payee), the Payee's account shall be credited with the payment transaction amount on the same business day as the day on which the Payer's account is debited. The transaction amount shall be made available to the Payee immediately when there is no currency exchange, or there is currency exchange between euro and the currency of a Member State or between the currencies of two Member States.

11.6. Payment transactions other than those referred to in item 11.1, letters. "a" and "b" shall be executed within 4 working days when within the EEA. If the Payee's payment service provider is located outside the EEA, the time for execution may be longer.

11.7. For the purposes of this section, the time (date) of receipt of the Payer's payment order shall be the time (date) when all conditions for its execution are met.

### **Value dates**

11.8. For the Payer, the value date shall be the date on which the Bank debits his account, respectively accepts from him in cash the funds required to execute the payment transaction.

11.9. For the Payee, the value date shall be the date on which the Bank credits his account with the payment transaction funds, respectively makes such funds available to the Payee.

## **XII. ADJUSTMENT TRANSACTIONS**

12.1. The Bank may perform adjustment transactions within the terms and under the



provisions of the current Bulgarian legislation.

12.2. The Bank may perform an adjustment transaction regardless of the presence of restrictions in the effective legislation or in the Agreement, insofar as far the funds received as a result of an incorrectly executed payment order do not belong to the Account Holder.

12.3. The Bank may adjust an unauthorized or incorrectly executed payment transaction at the request of the User if the latter has notified it without undue delay in the manner and within the period prescribed in items 23.7. and 23.8.

12.3.1. Where the User is a consumer the Bank may, upon his/her request, adjust payment transactions also when being notified after the period referred to in item 23.8, but not later than 13 months from the date of debiting the User's account, if the User proves to the Bank that the delay was due to special unforeseen circumstances which the User has not been able to overcome. In this case, the notification shall be deemed to have been received upon presentation of the necessary documents.

12.3.2. Adjustments shall be made under the terms and conditions prescribed by law.

12.4. In the event of an unauthorized transaction the Bank may, where necessary, recover the Account to its pre-transaction status, reserving the right to debit the Account again with the recovered amount if it is found that the recovery was unjustified.

### **XIII. OVERDRAFT PAYMENTS. INTEREST ON DEBIT BALANCES**

13.1. Payment from the Account shall be executed only up to the amount of the available balance on the Account and the permissible excess of the payments over the balance (overdraft) on the Account as agreed in the loan Agreement with the Bank.

13.2. In case of exceeding the available balance on the Account, (respectively the authorized overdraft limit where such is agreed with the Bank) as a result of a payment transaction and/or charging by the Bank of fees, interest or other amounts owed to it by the Account Holder, the excess

amount shall be considered unauthorized overdraft and shall be immediately due and payable by the Account Holder.

13.3. The Bank shall charge interest on the Account debit balances according to the reference interest rates announced in the Fibank's Tariff, increased by a margin depending on the type of the payment instrument or credit facility used, respectively the announced fixed interest rates. In the event of change in interest rates, the new rates shall apply immediately, without prior notification to the Account Holder being necessary.

13.4. Interest shall be charged on the Account debit balances for each day based on the actual number of days, the year considered as consisting 360 days, unless otherwise indicated in the Tariff.

#### **Official collection by the Bank**

13.5. By accepting these GTCPS, Accounts Holders give their express and irrevocable written consent and authorize the Bank to collect officially any claims of the Bank from them, regardless of the legal (contractual) basis for their occurrence and the capacity of the Account Holder under the specific relation (user, borrower, guarantor, or other) from any of the Account Holder's accounts with the Bank, including deposit accounts, including from the amount of the deposit itself, regardless of the terms of the specific deposit agreement. In the case of the preceding sentence, any consequences of breaching the deposit terms shall be borne by the Account Holder. The Bank shall notify Account Holders about the grounds, amounts and value dates of debits made by the Bank from their accounts with the Account Statement.

13.5.1. The Bank may collect the entire balance on the Account/s, and in case such balance is insufficient – collect its remaining claims from the first proceeds to the Account/s, and if those are insufficient – from the subsequent proceeds, which shall immediately be reflected in the available balances, and/or offset its claims against its obligations payable to the Account Holder's account/s.

13.5.2. In the event that the Bank proceeds to collecting its claims from accounts of the Account Holder that are in a different

currency, the current reference exchange rate of the Bank for that currency shall apply.

13.6. The rights of the Bank under items 13.5., 13.5.1., and 13.5.2. shall also apply in cases where the Bank performs adjustment transactions, and/or is notified or becomes aware of receipt of funds to an account as a result of a crime, abuse of rights and/or fraud. These circumstances shall serve as sufficient grounds for the Bank to freeze the Account. Depending on the case, the Bank may either perform an adjustment transaction to recover the funds unduly received into the Account Holder's account or, following the instructions of the responsible authorities, transfer them to a designated account in compliance with legal provisions.

#### **XIV. EXECUTION OF PAYMENT TRANSACTIONS ORDERED THROUGH PAYMENT INSTRUMENTS OR THIRD PARTY PROVIDERS**

14.1. The Bank shall execute payment transactions ordered by the Payment Services User through payment cards or other payment instruments or means of communication, as agreed between the Bank and the User under the general terms agreement for the respective service and pursuant to the rules and procedures for the respective payment instruments and/or of the payment system through which they are processed, in accordance with the Law on Payment Services and Payment Systems and these GTCPS.

##### **Third party providers (TPP)**

14.2. The access from TPP to the Account Holder's accounts in the Bank, accessible online and the use of Payment initiation services and Account information services, is provided under the terms and conditions of the General terms and conditions of First investment bank AD for *My Fibank* electronic banking. 14.3. The Bank in its capacity as a TPP may access Account Holder's payment accounts, held by other Account servicing payment service providers, and to provide the services of Account information service and Payment initiation service under the terms and conditions of the General terms and

conditions of First investment bank AD for *My Fibank* electronic banking.

#### **Security measures**

14.4. The careful and responsible use of payment instruments (cards, e-banking, etc.) and safekeeping of personalized security features (PIN, etc.) by the User is essential for the prevention of fraud, unauthorized access and for the protection of the Account.

14.5. With regard to payment instruments и personalized security features, the User shall:

a) use the payment instrument only in person and in accordance with the terms of its issuance and use;

b) notify the Bank of the loss, theft, misappropriation or unauthorized use of the payment instrument immediately upon becoming aware of them and provide (upon request) the necessary data and documents

c) upon receipt of the payment instrument (respectively when accessing the *My Fibank* electronic banking), take all measures for safekeeping the instrument identifiers (including numbers and codes written on it), as well as keeping secret the personalized security features such as PIN, password, username, including not to write such data on the payment instrument itself, or store such information together with the instrument, as well as not to provide it for keeping or use by third parties, respectively take all necessary measures to ensure that the instrument and/or its security features may not be accessed by a third party.

14.5.1. Additional obligations for Card users are listed in Section XIX.

14.5.2. Users shall comply with the security measures depending on the specific payment instrument used, and regularly check for the updates provided by the Bank at [www.fibank.bg](http://www.fibank.bg) and [www.myfibank.bg](http://www.myfibank.bg), as well as in the banking offices (upon request).

#### **Responsibility**

14.6. The Payer shall bear all losses associated with unauthorized payment transactions resulting from the use of a lost,

stolen or misappropriated payment instrument where the Payer has failed to protect the instrument's personalized security features. Where the Payer is a consumer, the amount of loss shall be limited to BGN 100.

14.7. The Payer shall bear the full amount of losses associated with unauthorized payment transactions if the Payer has caused them by fraud, intentionally or through gross negligence, or by failing to comply with any of the obligations/measures under items 14.5, 14.5.1 or 14.5.2. which shall qualify as gross negligence when using payment instruments and/or performing online transactions, regardless of the manner of their initiation/execution, with all the ensuing consequences provided in this section and in the applicable legislation.

14.8. In the event of an unauthorized payment transaction and reasonable suspicion of fraud, the Bank shall inform the competent authorities.

14.9. The Bank's responsibility in the event of failed, inaccurate or delayed execution of a payment transaction shall be only limited to the Users and to the amount of direct losses and damages (i.e. to the amount of fees and interest paid by them).

14.9.1. If the payment transaction is initiated through a Payment initiation service provider, the burden shall be on the Payment initiation service provider to prove that within its sphere of competence, the payment transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the payment service of which it is in charge.

14.10. After receipt of the notification under item 14.5., letter "b" consumers shall not bear any losses resulting from the use of a lost, stolen or misappropriated payment instrument, except where consumers have acted fraudulently.

14.11. 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.

## Blocking

14.12. The Bank shall have the right to block the use of a payment instrument and/or the access to a payment account for objective reasons related to:

- a) the security of the payment instrument/the Account;
- b) suspicion of unauthorized use of the payment instrument/the Account;
- c) fraudulent use of the payment instrument/the Account;
- d) significantly increased risk that the Payer may be unable to fulfill their payment obligations – in the case of payment instruments involving a credit facility, including overdrafts.

14.13. The Bank shall notify the Payer, through the agreed methods of communication, of the blocking of the payment instrument, respectively of the access to the payment account, and of the reasons for that, where possible before the blocking takes place or immediately thereafter, unless the Bank is prevented from giving such notification to the Payer by security considerations or compliance with regulatory requirements.

14.14. The Bank shall unblock the payment instrument or replace it with a new one under the procedure of the applicable general terms, depending on the type of payment instrument, after the reasons for the blocking have been removed.

14.15. The Bank shall allow access to the payment account as soon as the reasons under item 14.12 have been removed. In case the blocking has been done at the request of the Account Holder, the Account shall only be unblocked upon submission of a written request for unblocking by the Account Holder or by a person expressly authorized by him at an office of the Bank.

## ISSUANCE AND USE OF DEBIT CARDS

### XV. GENERAL PROVISIONS

15.1. Debit cards are intended for use in the country and abroad through terminals, marked with the commercial brand of the respective Card. The Bank undertakes, by order of the Authorized User, to perform the following transactions:

15.1.1. payments for goods and services, including initiated by or through the Payee, or cash withdrawals at POS terminals;

15.1.2. payments for goods and services, and transfers between accounts using virtual POS terminals;

15.1.3. cash withdrawals at ATMs;

15.1.4. cash deposits at ATMs of Fibank in the country having deposit functionality;

15.1.5. transfers between accounts and payments for services at ATMs in the country, subject to technical capacity for that provided by the respective card operators;

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

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

15.2.1. Authorized User of a Digitized Card may be a physical person in whose name the plastic Card has been issued. 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 GTCPS. Depending on the functionalities supported by third-party providers, Authorized Users may also access third-party applications through the *My Fibank* mobile application.

15.2.1.1 Unless otherwise expressly stated in the Terms for digitization and use of Fibank cards through third-party applications under item 15.2.1. above, the provisions of these GTCPS shall also apply to cards digitized through third-party applications.

15.3. Microcards are intended for use in the country and abroad at terminals allowing contactless transactions (payments at contactless POS terminals and cash withdrawals from contactless ATMs). No payments can be made with a Microcard over the Internet, or by other remote means of communication that require the physical presence of a Card.

15.4. The Virtual Card is intended for making payments via the Internet or other remote means of communication. After digitizing the card in *My Fibank* mobile application or in third-party applications according to the Terms for digitization and use of Fibank cards through third-party applications, it may also be used for contactless transactions at terminal devices (ATM, POS) via a Mobile Device (mobile phone, smart watch, etc.).

15.5. Virtual Cards shall be issued remotely through the *My Fibank* mobile application. Virtual Card agreements shall be concluded electronically as set out in item 4.4. above.

15.6. References in these GTCPS to "Card", "the Card", etc. shall also apply to Microcards/Digitized Cards/Virtual Cards, unless where expressly stated otherwise.

### XVI. ISSUANCE OF A DEBIT CARD

16.1. At the request of the Account Holder, the Bank shall issue, to a payment account kept in the name of the Account Holder in Fibank, a primary and/or additional debit cards which may be of different types (brands), including in the name of third parties (Authorized Users) designated by the Account Holder, to which effect the Bank and the Account Holder shall sign an Agreement. The Card shall be personal, issued to an individual Authorized User. When a Card is issued to a current account of the Account Holder, all rights and obligations of the Authorized User arising from the Agreement and these GTCPS shall also apply to the Account Holder.



16.1.1. Authorized Users may, by the use of the additional cards, dispose of the available balances on the Account, and/or of the amount of the overdraft, provided that such has been agreed.

16.2. At the request of the Account Holder, and where the latter is a minor, of or with the consent of his/her legal representative, the Bank shall issue Debit MasterCard PayPass Kids cards to minors (7 to 14 years of age), respectively Debit MasterCard PayPass Teen Cards to minors (14 to 18 years of age), whose legal representative is the Account Holder. A Debit MasterCard PayPass Kids card may be issued to an account in BGN where the Account Holder is the legal representative (parent/guardian), with the latter setting the limits for the Card. A Debit MasterCard PayPass Teen card may be issued to an account in BGN kept in the name of the legal representative, or in the name of the minor with the consent of their legal representative, with the two of them setting the limits for the Card. The transactions under items 15.1.1., 15.1.3., 15.1.4. and 15.1.6. may be performed with a Card where the Authorized User is a minor of the above two categories. When an explicit request is submitted containing the consent of the legal representative and accepted by the Bank under the specified order - payments through internet (item 15.1.2.) and digitization of the Card (item 15.2.) with Debit MasterCard Paypass teen could be executed.

16.3. Relations between the Parties in connection with the issuance of the Card, the conditions for its use, the responsibilities and the limits shall be governed by an Agreement signed between: the Bank and the Account Holder who is a legal representative, in the case of a minor 7 to 14 years of age; or the Bank, the Account Holder and the Authorized User, with the consent of their legal representative, in the case of a minor 14 to 18 years of age.

16.3.1. Additional Microcards may be issued to plastic debit cards, including to the Debit MasterCard PayPass kids and Debit MasterCard PayPass teen cards. The Bank may offer silicone bracelets, key rings and other accessories to the Microcard

chosen by the Account Holder/Authorized User.

16.4. At the request of a legal entity or a sole trader (hereinafter "Merchant") who is Account Holder and based on an Agreement concluded between the Bank, the Merchant and an Authorized User (an individual designated by the latter), the Bank shall issue to the Account of Merchant corporate or business debit cards (hereinafter Card) in the name of Authorized User. By using the Card, Authorized Users may dispose of the balances on the Account of the Merchant.

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

16.6. Every Card, including Digitized cards and Microcards, shall be issued with a unique personal identification number (PIN) which shall represent a combination of at least four digits and serve to identify the Authorized User when performing transactions under these GTCPS. The PIN for each Card shall be automatically generated upon its issuance. The Bank undertakes to keep PIN combinations secret until handing the Card over to the Authorized User.

16.7. The Bank shall store plastic Cards and PINs to them and make them available for receipt by Authorized Users for six months from the date of their issuance. In the event a Card is not received by the Authorized User within that period, the Card and the PIN to it shall be destroyed.

16.8. The plastic Card and the PIN to it shall be handed over personally to the Authorized User, and in the case of Debit MasterCard PayPass Kids – to their legal representative (the Account Holder). The PIN can be changed at any time by the Authorized User with a new combination, known only to him, at an ATM of the Bank on the territory of Bulgaria.

16.8.1. For Virtual Cards, the PIN shall be provided by the Bank to the Authorized User through the *My Fibank* mobile application. The PIN can be changed at any time by the Authorized User through the *My Fibank* mobile application, subject to the requirements of item 19.3.2.

16.8.2. In the event that the Authorized User forgets his PIN, the Bank shall issue, at his request, a new Card with a new PIN and provide them to the Authorized User within 10 working days pursuant to items 16.6., 16.7., 16.8. and 16.8.1 of these GTCPS. For the issuance of a new Card with a new PIN, the Account Holder shall pay the Bank a fee according to the Tariff.

16.9. For security reasons, upon receipt of the Card the Authorized User shall be required to sign in ink the signature strip on its back (for plastic cards).

16.10. 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 is a unique single use code which together with the 3-D Static Secure password, PINt or biometric data is serving for authentication of the Authorized User and confirmation of online card transactions. 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 SMS sent 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*".

16.10.1. 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.

### Validity of the Card

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

16.11.1. Upon expiry of the validity term of a plastic Card which has not been issued as a Microcard, the Bank shall automatically issue a new Card. Not earlier than 10 (ten) days before expiry of the validity term of the Card, the Authorized User may 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) days before expiry of the validity term of the Card. The Bank reserves its right not to reissue any Card issued to an account without giving a reason for that.

16.11.2. Upon expiry of the validity term of an additional Microcard, the Account Holder needs to submit a new request if he wishes it to be reissued. 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.

16.11.3. The validity period of the Virtual Card shall be visualized to the Authorized User in *My Fibank* electronic banking, including the *My Fibank* mobile application, and shall expire at the end of the specified month/year. Upon expiration of the validity period of the Virtual Card, the Bank shall automatically issue a new Card.

16.12. The name of the Authorized User as stated in his identity document (and the name of the Merchant in the case of corporate debit cards), the Card number (or last 4 digits for Microcards) and the term of its validity shall be embossed on the front side of the Card. In the event of name change, Authorized Users shall be obliged to submit a request for reissuance of their Card and pay the corresponding fee under the Tariff.

16.12.1. For Virtual Cards, the name of the Authorized User shall be visualized in *My Fibank* electronic banking, including the *My Fibank* mobile application, and the card number and CVV/CVC code shall be visible upon access of the Authorized User in *My Fibank* mobile application.

16.13. The plastic Card is the property of the Bank and Authorized Users shall be obliged, upon expiry of its validity term or termination of the Agreement, to return it to the Bank.

16.14. The Bank shall automatically activate the Card after handing it over to the Authorized User.

## **XVII. CARD PAYMENT TRANSACTIONS**

17.1. The Card may 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 17.5.

17.2. The Card entitles the Authorized User to make cashless payments for goods and services in the country and abroad, in online or offline mode at merchants and terminals marked with the brand of the respective card organization, and for the Digitized Card and

Microcard – also at terminals allowing contactless payments (including cash withdrawals from contactless ATMs).

17.3. When using the Card for payment of goods and services the Authorized User shall, before confirming the transaction, make sure that the payment amount is correct.

17.4. When paying with a contactless Card at POS terminals in the country and abroad marked with the **PayPass**, respectively **payWave** service logo (for Microcards, – **PayPass**), payment may also be effected by approaching/tapping the Card/Mobile Device to the POS terminal (contactless payment).

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

17.4.2. When the contactless payment is above the limits approved by the international card organization for the respective country, the transaction is accepted and executed in on-line mode up to the withdrawal/payment limits set for the Card under items 17.15., respectively 17.16. of these GTCPS, as well as subject to the provisions of item 17.5.

17.5. 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, 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.

17.6. To perform contactless transactions with a Digitized Card, 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.

17.7. 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:

17.7.1. invalidity of the Card;

17.7.2. 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 a signature on the Card (for plastic cards);

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

17.7.4. impossibility to obtain authorization for the transaction;

17.7.5. suspicion of a counterfeit or forged Card.

17.8. 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 Cards marked with the commercial brands Maestro, VISA Electron, V PAY, Debit MasterCard, VISA Business Debit or MasterCard Business Debit (for Microcards – only at terminals allowing contactless payments and for Maestro or MasterCard branded cards), or Cash back – at commercial outlets in the country which provide this service, following authorization at terminals on the territory of the country or abroad marked with the above commercial

brands (for Microcards, Digitized Cards – only at terminals allowing contactless payments).

17.9. The Bank shall execute overdraft payments where an overdraft has been expressly agreed between the parties in a separate agreement. Payments shall be executed up to the overall agreed overdraft limit on the Account, irrespective of the number of Cards issued to it, including Microcards and Digitized Cards.

17.10. The usual time period for debiting the Account by the Bank shall be up to 1 business day after performing of a transaction in the country, and up to 10 calendar days after performing of a transaction abroad, depending on the location and the type of 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 payment request from the servicing bank of the payee. The transaction shall appear on the Account with the value date on which the payment was ordered by the Authorized User.

17.11. Banknotes in BGN can be deposited at ATMs of Fibank (coins shall not be accepted) up to the limits set under item 17.15. of these GTCPS.

17.11.1. The deposited amount shall promptly appear in the Account with the value date of the transaction. In case the currency of the Account is other than BGN, exchange shall be effected pursuant to item 17.14. of these GTCPS.

17.12. Banknotes separated during processing of the deposit as suspicious or counterfeit shall be retained by the Bank for verification and their value deducted from the sum of the deposit. If after verification such banknotes prove to be genuine, their value shall be added to the Account.

17.13. Damaged banknotes are not accepted and shall be automatically returned by the ATM before completion of the transaction, respectively the deposit shall be decreased by their value. By entering the PIN, the Authorized User shall confirm the final deposit amount displayed on the ATM screen and the returned banknotes, if any.



17.14. When performing a transaction in a currency other than the currency of the Account, the Bank shall perform exchange using the exchange rate of Fibank 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 Fibank at the time of debiting/crediting the Account.

For each Card transaction the Account Holder owes the Bank a fee according to the Tariff, with which the Bank shall debit his Account.

17.15. The Authorized User may perform cashless payments, cash withdrawals and cash deposits with the Card up to the limits set by the Bank (pursuant to "Levels of limits for debit card" - appendix and an integral part of the present GTCPS) for a single transaction, for 24 hours, for seven consecutive days, and for maximum number of transactions for the respective period (withdrawal/payment/deposit limits), as well as subject to the available balance on the Account and the amount of authorized overdraft, if any.

17.15.1. The Bank may unilaterally change the limits set for the Card under item 17.15., 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.

17.16. The limits set for the Card under item 17.15. can be changed at the request of the Account Holder by selecting one of the levels of limits determined by the Bank. When limits are changed at the request of the Account Holder, the latter shall pay the Bank a fee according to the Tariff.

17.16.1. The usual time period within which the Bank shall change the parameters of the Card at the request of the Account Holder is up to 5 working days.

17.17. The Account Holder shall be required to maintain at all times a minimum balance on the Account according to the Tariff. Card payments may only be made to the amount

of available funds reduced by the minimum required balance.

## **XVIII. OVERDUE PAYMENTS**

18.1 The Account Holder and the Authorized Users designated by him shall only be entitled to make transactions with the Card, including the Digitized Card and the Microcard up to the available funds on the Account (the credit balance, respectively the authorized overdraft if any), reduced by the minimum required balance. In case of exceeding the available funds on the Account, regardless of the reason for that, the Account Holder shall be obliged to immediately repay the amount by which the available funds have been exceeded. Failing that, the Account Holder shall owe the Bank penalty interest for unauthorized overdraft under the Tariff on the excess amount for each day of delay starting from the date of its formation.

18.2. In the event that the Account Holder/Authorized User fail to fulfill any of their obligations under the Agreement, respectively the Agreement for additional Card and these GTCPS within the prescribed period of time, the Bank shall have the right to immediately:

18.2.1. collect without court intervention, pursuant to these GTCPS, its claims from all accounts, including deposits, kept in the name of the Account Holder and/or the Authorized Users with the Bank, to which effect by signing the Agreement, respectively the Agreement for additional Card, the Account Holder, respectively the Authorized Users give their express consent.

18.2.2. block all Cards issued to the Account (including Microcards, Virtual Cards and Digitized Cards). Cards shall be unblocked at the request of the Account Holder following repayment of all overdue amounts and subject to a fee according to the Tariff. The Bank may also unblock the Card of its own accord upon fulfillment of the above conditions. If, within the time limit prescribed by the Bank, the Account Holder fails to repay all overdue amounts, the Bank shall have the right to deactivate the Cards issued to the Account and take immediate actions for debt recovery, including by legal proceedings.

## **XIX. OBLIGATIONS OF THE ACCOUNT HOLDER/AUTHORIZED USER**

19.1. The Account Holder/Authorized User shall:

19.1.1. exercise due care in keeping the Card/Mobile Device (in the case of a Digitized/Virtual Card) and only use them personally and in accordance with the conditions for their issuance and usage, observing the security measures and the provisions of these GTCPS, and for Digitized cards – also the provisions of the General Terms and Conditions for *My Fibank* electronic banking;

19.1.2. ensure sufficient funds on the Account for repayment of all obligations, including ones related to the authorized overdraft, if any;

19.1.3. immediately notify the Bank in writing upon the occurrence of any changes to the data provided in the Agreement, or the Agreement for additional Card ;

19.1.4. 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 additional Card and these GTCPS;

19.1.5. provide at the request of the Bank any information and documentation necessary for the purposes of banking supervision.

19.2. The Authorized User shall protect the Card from bending, breaking, demagnetizing, or other mechanical damage.

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

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

19.3.2. keep the PIN confidential and take all necessary measures to prevent third parties from learning them. Authorized Users shall not store the PIN in any way

allowing other persons to learn them, including not write them on the Card/Mobile Device itself, or on any objects that are carried together with the Card/Mobile Device, even in random order. The PIN selected by the Authorized User must not consist of easily detectable combinations (such as a phone numbers, dates of birth, car registration numbers, etc.).

19.3.3. keep the CVC2/CVV2 code (for plastic cards) and the number of the Card as well as the 3-D Static Secure password/PIN confidential, and not disclose them to third parties except for the purposes specified in item 17.5., where these details are required for confirmation of the payment.

## **XX. RESPONSIBILITIES RELATED TO THE USE OF THE DEBIT CARD**

20.1. The Bank shall in no way be responsible for the payment transactions made by the Authorized User using the Card.

20.2. In case of breach of their obligations to the Bank in connection with the use of the Card, Account Holders may not make objections based on their relations with third parties.

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

20.4. The use of expired, blocked or counterfeit Cards is prohibited and may lead to civil or criminal liability under the law.

20.5. The Account Holder shall be responsible for all obligations arising in connection with the issuance and use of all Cards issued to his Account, 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.

20.6. The Bank shall not be responsible for unauthorized or incorrectly executed payment transactions, unless it has been notified in the manner and within the time limits provided in these GTCPS.

20.7. The Account Holder shall be responsible for all damages and bear all losses, regardless of their amount, relating to any unauthorized payment transactions where they were caused by fraud and/or failure on his part or on part of the Authorized User to fulfill one or more of their obligations related to the issuance and/or use of Cards under these GTCPS, and for the Digitized Card – also under the General Terms and Conditions for *My Fibank* electronic banking (including with relation to safekeeping of the personalized security features), which shall be considered as failure to fulfil the obligations under Art. 75 of LPSPS due to gross negligence.

20.8. Until receipt of the notification under item 21.1., Account Holders who are consumers shall bear limited liability pursuant to these GTCPS for any unauthorized payment transactions performed within the EEA. After receipt of the notification and blocking of the Card, Account Holders shall not bear any damages unless where the Authorized User has acted fraudulently.

20.9. The Bank shall not be responsible for any damages in case it has received an incorrect notification under item 21.1. from a person who, based on 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 has blocked the Card.

20.10. The Bank shall not be responsible for transactions rejected for reasons beyond its control.

20.11. In addition to the foregoing in this section, for Card payment transactions initiated by or through the Payee (when the Payee's payment service provider is located in the EU), 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.


20.11.1. 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.

20.11.2. The Payer shall not be entitled right to the refund under item 20.11. 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.

20.11.3. In cases where the Payer is not a Consumer, Art. 82, para 2 and 3 of the LPSPS shall not apply.

## **XXI. ADDITIONAL CONDITIONS FOR USING A DEBIT CARD**

21.1. The Account Holder/Authorized User shall notify the Bank on one of the following telephone numbers available 24 hours a day:

 **+359 2 81 71 143**

 **+359 2 81 71 144**

 **+359 888 68 10 10**

 **0800 12 012**

immediately upon becoming aware of:

21.1.1. destruction, damage, retention, loss, theft or misappropriation, tampering or other unauthorized use of the Card, respectively the Microcard or the Mobile Device (in the

case of a Digitized/Virtual Card), as well as in case of suspicion that a third party has learned, or might learn the PIN or the other personalized security features of the Card/the Mobile Device;

21.1.2. performing of a transaction with the Card that has not been authorized by the Authorized User.

21.1.3. where payment transaction information is provided electronically (via SMS, email etc.) it shall be considered that the Authorized User has learned of an unauthorized or incorrect transaction after receiving the electronic message.

21.2. Upon receiving notification under item 21.1., the Bank shall take all necessary measures to stop the performing of transactions with the Card (including Microcards, Virtual Cards and Digitized Cards) even where the Authorized User has acted deliberately or through gross negligence, by blocking the Cards within the timeframe necessary for processing the notification.

21.3. 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. The latter shall ensure returning of the Card if it was retained by an ATM of Fibank, or issuance of a new Card if it was retained by an ATM of another bank.

21.4. For the reissuance of a Card due to loss, theft, damage or any other reason, the Account Holder shall pay the Bank a fee according to the Tariff.

### **Blocking and deactivation of the Card**

21.5. The Bank may block the Card (including Microcards, Virtual Cards and Digitized Cards) in the following cases:

21.5.1. at the request of the Account Holder/Authorized User. The Account Holder may block the Card without the consent of the Authorized User;

21.5.2. in case an attachment is levied on the Account of the Account Holder, following the legal procedure;

21.5.3. for objective reasons related to:

a) the security of the Card;

b) suspected unauthorized use of the Card;

c) fraudulent use of the Card.

21.5.4. in case of death or legal disability of the Account Holder or the Authorized User – from the day on which the Bank becomes aware of such circumstances. In the event of death, the successors shall be obliged to return the Card to the Bank so that it may be destroyed;

21.5.5. automatically – in case of entering an incorrect PIN three consecutive times;

21.5.6. in case of significantly increased risk that the Account Holder may not be able to fulfill his obligations under the Agreement, the overdraft agreement if any, and/or in case of exceeding the overdraft limit (unauthorized overdraft);

21.5.7. in other cases expressly provided in law or in these GTCPS.

21.6. The Bank shall notify the Account Holder of the blocking of the Card in the cases under item 21.5.3. and of the reasons for that, prior to the blocking if possible or immediately thereafter, unless the Bank is prevented from providing such notification by security considerations or compliance with regulatory requirements.

21.7. Cards blocked under items 21.5.2., 21.5.3. and 21.5.6. shall be unblocked by the Bank after the reasons for blocking have been removed. In all other cases they shall be unblocked upon express written request of the Account Holder submitted at an office of the Bank, and after payment of a fee according to the Tariff.

21.8. The Bank shall deactivate the Cards issued to the Account upon termination of the Agreement, the Agreement for additional Card, and where a Card has been blocked under item 21.5.4. – after the Bank has received written notification from the successors, respectively from the appointed guardians or trustees. The Bank may also deactivate an issued Card in other cases expressly provided in law or in these GTCPS. The Bank shall not be responsible for damages caused as a result of deactivation of the Card pursuant to these GTCPS.



## INFORMATION SERVICES. REPORTING

### XXII. SMS&E-MAIL NOTIFICATIONS

22.1. The Bank shall provide the following SMS&E-mail notification services:

#### For card authorizations

22.1.1. Through the *SMS&E-mail notification for bank card authorizations* service, the Bank shall provide Account Holders and Authorized Users of Cards issued by the Bank, as well as Authorized Users of Cards issued by Diners Club Bulgaria AD, with 24-hour notification on bank card authorizations through SMS and/or e-mail, subject to submission of a Request at the Bank for use of the service.

#### For account transactions

22.1.2. Through the *SMStatus&E-mail notification service*, the Bank shall provide Account Holders, borrowers and users of other banking products, subject to submission of a Request at the Bank for use of the service, with the option to receive information periodically or upon occurrence of specific events, such as transactions and balances on bank accounts, card transactions (where a Card has been issued to the Account), information on loans, banking services and other notifications via SMS and/or e-mail.

22.1.2.1. The Bank shall provide the service from 8:30 to 21:00 hours to Users registered to receive SMS and/or e-mail notifications.

22.1.3. Users shall submit a Request to the Bank indicating the desired type of notification. For each event specified in the Request, the Bank shall send a notification to the mobile number and/or an email address specified by the User.

22.2. Changing the details provided by the User in the initial Request for the service shall be made by submission of a new Request by the User.

22.3. The Bank shall send an SMS and/or e-mail notification to the mobile number and/or e-mail address specified by the User in the Request which shall normally be received by the User within 10 minutes from the occurrence of a transaction/event. The

notification shall contain the date, time, amount and currency of the transaction, as well as the result of the transaction – successful or rejected, with the reasons for rejection (insufficient funds, exceeded limit, etc.), and in the case of card transactions – information on the ATM or POS terminal, servicing bank of the ATM or name and address of the merchant operating the POS terminal, as well as account balance information after a successful transaction.

22.3.1. In case of offline authorization, notification may not be sent due to non-receipt of information on the transaction performed by the card system operator.

22.4. For each notification sent, the User shall pay the Bank a fee according to the Tariff. By signing the Request, the User confirms that he is familiar with the provisions of the Tariff and accepts their application in his relations with the Bank in connection with the provision of the SMS&E-mail services, including all amendments and supplements thereto as at the time of their implementation.

22.4.1. The User shall prepay the fees due to the Bank for the services provided, according to the limit specified upon submission of the Request. The Bank shall not be responsible for terminating the provision of services due to non-payment on the part of the User.

22.4.2. The User shall receive information on the remaining prepaid amount, as well as a report on the number of SMS messages sent to the mobile number indicated by him, when reaching below 10% of the selected prepaid amount.

22.5. The User may at any time cancel the use of the service by submitting a new Request and selecting the cancellation option. In this case the Bank shall refund the remaining prepaid amount to the User within five working days from the date of receipt of the cancellation request.

22.6. The provision of the SMS&E-mail services may be unilaterally terminated by the Bank in the following cases:

1. Failure on the part of the User to comply with his obligations under these GTCPS;
2. Closing of all accounts of the User.

22.7. The Bank shall not be responsible in the event that a service provider fails to ensure transmission or timely delivery of SMS/e-mail 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), SMS and/or e-mail notification is not sent, respectively received by the User at all, or within the timeframe indicated above.

22.7.1. The User should inquire from his mobile operator about the option to receive SMS messages abroad. In case that service is not supported by the particular mobile phone operator, the Bank shall not be responsible for notifications not received by the User, nor shall it refund fees paid by the User for such notifications.

22.8. The Bank shall not be responsible for any illegal actions of third parties which may have damaged the User when using the SMS&E-mail services outside the control of the Bank.

22.8.1. The Bank shall not be responsible for any e-mail addresses, mobile numbers and/or numbers of bank accounts and/or bank cards incorrectly submitted by the User.

22.8.2. In all cases of non-performance or poor performance of SMS and/or e-mail services, regardless of the reasons for that, the Bank's responsibility shall be limited to the amount of the fee received by it for the respective service. The User may not claim any other damages or lost profits.

### **XXIII. REPORTING**

23.1. For the purpose of monitoring and controlling the funds kept in the Bank and providing information to Users on the payment transactions made on the account, the Bank shall provide Account Holders or their authorized representatives with written Account Statements on a durable medium.

23.1.1. The Account Statement shall contain all payment transactions, including transactions with Cards (including Microcards, Virtual Cards and Digitized Cards) issued to the Account, as well the beginning and ending account balance for

the reporting period. No Account Statements shall be issued for periods where there were no transactions on the Account.

23.1.2. Account Statements shall be issued by the Bank and provided to the Account Holder subject to fees under the Tariff. Where the Account Holder is a Consumer the Bank shall, upon request, provide him with a monthly Account Statement free of charge in its banking offices or in electronic form as agreed.

23.1.3. Account Statements shall be issued in the Bulgarian language. Subject to agreement with the Account Holder, the Bank may also issue Account Statements in the English language.

23.1.4. At the request of the Account Holder, the Bank may issue other documents relating to the transactions on the Account, its balances or other information, including for past periods, subject to fees under the Tariff.

23.2. Reporting information may be provided on paper (upon request at an office of Fibank), in electronic form (for customers registered for the electronic banking *My Fibank*), or on another durable medium.

23.3. Provision of information at a different frequency or scope at the request of the User shall be done subject to a fee determined according to its type and manner of provision.

23.3.1. The Bank may also provide the Account Holder with additional information on available account balances, amounts due, payment transactions, or other information by calling and/or sending SMS messages to the specified mobile number, by e-mail, or in another appropriate manner, to which effect the Account Holder gives consent. The Bank shall not be responsible for providing the information in good faith to a mobile number or e-mail address specified by the Account Holder/Authorized User where such mobile number or e-mail address is wrong, inaccessible or not supported and the Bank has not been notified of this in writing.

23.4. The Consumers are provided by request and free of charge once a year with Statement of Fees in the currency of the

Account. The document is provided in standardized format in paper at an office of the Bank and it contains information for all charged fees for the services connected with the Account for the previous calendar year, as well as, if applicable – for the interest to the Account.

23.4.1. By Consumers' request the Bank may provide the Statement of Fees in different frequency and for a period different from the one stated in 23.4. above, after payment of the fee due in accordance with the Tariff.

23.5. The User undertakes to immediately verify the reporting information (Account Statements, Statement of Fees, confirmations, notifications, messages and other documents issued by the Bank containing data on payment transactions performed or account balances) for completeness and correctness, regardless of the way such information was provided to him, and in case of discrepancies found – to promptly notify the Bank.

23.6. The User shall immediately notify the Bank upon failure to receive the reporting information within the period of time normally required, depending on the agreed manner of communication.

23.7. The User shall be considered to have become aware of an unauthorized or incorrect payment transaction no later than the moment of receiving the information relating to it in the manner agreed. In such case the User shall be obliged to notify the Bank immediately pursuant to item 21.1., respectively under the procedure for filing complaints under Section XXVIII of these GTCPS.

23.8. If the Bank does not receive a written objection within 45 days from the date of executing a transaction (debiting/crediting the Account), the User shall be deemed to have received and approved the accounting documents and the related payment services. Notification of the Bank after this period shall be considered unreasonable delay on the part of the User.

#### **XXIV. FEES AND COMMISSIONS**

24.1. For the payment and other services/products used and in connection with the agreements concluded under these

GTCPS, the User/the Account Holder/the Authorized User shall owe the Bank fees and commissions whose type, amount, periodicity and under terms shall be determined by the current Tariff. The Bank may collect the amounts due to it from the User by debiting any of the User's Accounts pursuant to paragraph 13.5 above.

24.1.1. Item 24.1. is also applicable for all other operations and actions, connected with the account, expressly provided in the Tariff, incl. when the account is blocked under these GTCPS.

24.2. In case of additional expenses in the country or abroad such as postal, telephone, SWIFT, fax, courier and the like, payable to a third party in connection with the execution of payment transactions, including to foreign banks or third party providers, those shall be paid by the User.

24.3. The Tariff shall form an integral part of the Agreement and these GTCPS. Users declare that they are familiar with the Tariff and accept its application in their relations with the Bank, including all current amendments and supplements thereto.

24.4. The Tariff shall be amended and supplemented by a decision of the Management Board of Fibank. The current Tariff shall be made available at the banking offices and on Fibank's website: [www.fibank.bg](http://www.fibank.bg). Changes to the Tariff shall apply immediately, without prior notice to the User being necessary. Where the User is a Consumer, the Bank shall announce the changes at least 2 months prior to their entry into force unless they are more favorable to the Consumer or are related to extending the scope of payment services provided by the Bank, in which case they will become effective immediately.

#### **CHANGES, TERM AND TERMINATION OF THE AGREEMENT. CORRESPONDENCE**

##### **XXV. CHANGES TO THE GTCPS**

25.1. The Bank may at any time unilaterally change these GTCPS, to which effect it shall notify the User in writing, at least 3 (three) days prior to the effective date of the change, by notification in its banking offices, electronic message, phone, e-mail, letter to the correspondence address or in

another appropriate way determined by the Bank, including by posting it on its website at [www.fibank.bg](http://www.fibank.bg), announcing it in the account (Card) statement or on another durable medium at the discretion of the Bank.

25.1.1. Where the User is a Consumer, the Bank shall announce the changes at least 2 (two) months prior to their entry into force.

25.2. The Bank shall provide the GTC with the upcoming changes to any User who may receive them, upon request, in paper form at an office of the Bank, as well as electronically, in accessible and convenient form, by publishing them on its website at [www.fibank.bg](http://www.fibank.bg) within the period under 25.1, respectively two months in advance where the User is a Consumer.

25.3. After making the changes, the Bank shall discontinue the maintenance of services under the GTCPS effective prior to the changes.

25.4. In the event that the User disagrees with the changes s/he shall be entitled, after having fully discharged his obligations to the Bank, to terminate (without owing any compensation or penalty for termination due to changes in these GTCPS) the Agreement immediately and without notice, prior to the effective date of the changes, by written notification to the office where the Account is kept, under the terms of Section XXVI. If the User does not terminate the Agreement by the effective date of the changes, s/he shall be deemed to have accepted the changes and be bound by them.

25.5. Changes in interest rates or exchange rates shall apply immediately and without prior notice to the User. Where interest rates are not based on reference rates, the Bank shall notify the User in advance. In all cases, the Bank shall notify the User of any changes in interest rates or exchange rates at the earliest opportunity, but not later than 3 (three) days from the entry into force of the respective change. The Bank shall make any changes available to Users by announcing the current interest or exchange rates and the relevant reference rates on paper in its banking offices, on its website or on another durable medium, except where another timeframe or manner of providing

the information has been agreed between the parties to the Agreement.

25.5.1. The above shall also apply when extending the scope of payment services provided, as well as when changes in fees and/or terms of payment services make them more favorable to the User.

25.6. In case of changes in the regulatory framework governing these GTCPS or the General Terms and Conditions of a specific payment service, the affected General Terms and Conditions shall change from effective date of the respective regulatory change, except where such change concerns dispositive regulations.

## **XXVI. TERM OF THE AGREEMENT. TERMINATION**

26.1. The Agreement for opening and maintenance of a Bank account and for provision of payment services may be terminated and the Account closed:

a) by written order of the Account Holder without notice, unless otherwise agreed between the parties, provided that there are no outstanding obligations to the Bank, and in the case of termination of the Agreement before the expiry of six months from the date of its conclusion – after payment of a fee according to the Tariff. Users who are not Consumers shall pay a termination fee regardless of the duration of the Agreement;

b) at the initiative of the Bank - unilaterally with 30 (thirty) days' notice, and when the User is a Consumer - with 60 (sixty) days' notice provided to the User on paper or on another durable medium. The Bank shall not be obliged to motivate its decision to terminate the Agreement and close the Account;

c) automatically by the Bank - after expiry of the period for which the account was opened under the Agreement.

26.2. Upon termination of the Agreement, the User shall be required to pay any debit balances on the Account and cover any other obligations to the Bank, including any fees and charges due for maintenance of the Account or use of Cards and/or other payment instruments, before expiration of the notice period. Monthly charges paid after



the beginning of the month for which they were due shall not be considered prepaid.

26.2.1. Charges prepaid by a User who is not a Consumer shall not be refunded.

26.3. Agreement for deposit connected to current account under these GTCPS, entered into after 31.10.2021, shall be terminated:

26.3.1. for agreements without automatic renewal – on the Maturity date, or before it by transfer to the deposit servicing account by the Account Holder of part of, or the entire deposit amount;

26.3.2. for agreements with automatic renewal – on the Maturity date, or before it by transfer to the deposit servicing account by the Account Holder of the entire deposit amount;

26.3.3. by the Bank, in the cases provided for under these GTCPS;

26.3.4. in case of disagreement by the Account Holder under item 25.4. of these GTCPS.

26.3.5. In case of termination of deposit agreement, irrespective of the reasons for it, the Bank shall be entitled to officially close the account.

26.4. A BPA Agreement may be terminated unilaterally by the Bank in the following cases:

1) The Consumer has intentionally used the Account for illegal purposes;

2) For more than 24 consecutive months, a payment transaction was not carried out on the BPA;

3) The Consumer has provided false information for opening the BPA, where the provision of correct information would have caused the Bank to decline its opening;

4) The Consumer is no longer legally residing in the European Union;

5) The Consumer has subsequently opened another payment account through which they can use the services under Art. 118, para 1 of the LPSPS;

6) Breach of any of the obligations of the Account Holder under the Agreement, these GTCPS or the General Terms and

Conditions or agreements concluded with the User for any specific payment service.

26.4.1. The Bank may terminate the BPA agreement on one or more of the grounds under items 2), 4), 5), 6) above by a written two-month notice, and on the grounds of items 1) and 3) - immediately, without notice.

26.4.2. The BPA agreement may be terminated by the Consumer under item 26.1., letter “a” above.

26.5. Upon discontinuation of the maintenance of a certain type of account, the Bank may terminate the agreement and close the account pursuant to item 26.1., letter “b” above.

26.5.1. If upon closing the account there is a balance on it, the Bank shall keep such balance, until its receipt by the Account Holder, on an interest-free account opened by the Bank in the name of the Account Holder, subject to conditions as specified in the Tariff. For deposits with automatic renewal, the balance shall be transferred as described above after expiration of the notice, on the first business day following the maturity date, unless by that date the Account Holder has given other instructions to the Bank or on the maturity date has disposed of the funds on the account.

26.6. Card Agreements shall be concluded for an indefinite period of time, and those for additional Microcard – for their term of validity, unless the Agreement is terminated early on the grounds listed below or in case of loss or change of the Mobile Device.

26.7. Card Agreements, including for Microcards/Virtual Cards, may be terminated at any time of their operation:

26.7.1. unilaterally by the Account Holder with 30 (thirty) days written notice submitted at an office of the Bank, provided that the Account Holder has paid any debit balances on the Account and has fulfilled any other outstanding obligations to the Bank;

26.7.2. unilaterally by the Bank with 60 (sixty) days written notice to the Account Holder.

26.8. With termination of the plastic Card Agreement, regardless of the reason for that, any agreements for additional Cards,

including Digitized Cards, concluded between the Bank, the Account Holder and each of the Authorized Users shall also be automatically terminated.

26.9. In all cases of termination of the Agreement:

26.9.1. The Bank shall be entitled to block all Cards issued to the Account on the day of receipt, respectively of sending of the notice for termination/non-renewal of the Agreement, and to deactivate them upon expiry of the notice period.

26.9.2. The Account Holder shall ensure the return by the Authorized Users of all Cards, including Microcards, issued to the Account;

26.9.3. Any outstanding obligations, including transactions performed with the Card/s prior to the date of termination of the Agreement but received after that date, shall be due from the Account Holder until their full repayment. The Account Holder shall remain liable for them to the Bank after termination of the Agreement, regardless of the grounds for such termination, and the Bank shall have right of collection pursuant to these GTCPS.

26.10. The Bank may terminate an Agreement entered into these GTCPS unilaterally, without prior notice and without explicit notification to the Account Holder, as well as close the Account and suspend the use of any payment services and instruments through the Account, in case of failure on the part of the Account Holder to fulfill any of the obligations undertaken under the Agreement, these GTCPS, the General Terms and Conditions for a specific payment service, or the agreement concluded with the User for that service. Upon inclusion of the Account Holder in sanctions lists, including of the UN Security Council, the European Union, the Office of Foreign Assets Control (OFAC) of the U.S. Treasury Department, the Ministry of Finance or the National Revenue Agency of the Republic of Bulgaria, or in other restrictive lists, including under the Law on Measures against Money Laundering or the Law on Measures against Terrorist Financing, the Bank may, in addition to the above, also take other actions in accordance with legal provisions and/or the orders issued by the competent authorities.

Upon termination of the Agreement pursuant to this paragraph, the Bank shall not owe the Account Holder a refund of any prepaid charges.

## **XXVII. OTHER TERMS**

27.1. In fulfillment of its obligations under these GTCPS the Bank shall not be liable in cases of exceptional or unforeseen circumstances beyond the control of the Bank, the consequences of which would inevitably occur in spite of the efforts made to prevent them, as well as in cases where the Bank has acted in compliance with a regulatory obligation under the law of the European Union or the legislation of a Member State.

27.2. Where Payment Service Users are not Consumers, Art. 78, Art. 80 and Art. 93 (1) of the LSPS shall not apply to their relations with the Bank.

27.3. The Bank shall execute payment transactions in compliance with the regulatory and banking requirements and international standards in the field of measures against money laundering and terrorist financing. Therefore it shall be entitled, upon receiving a payment order, to carry out verifications, to require submission of additional documents and/or information, or suspend (reject) the execution of payment orders upon suspicion that they do not meet the relevant requirements, that they are placed by or for the benefit of persons who or whose activities are subject to a regime of sanctions/bans by the respective payment system and/or payment service provider, or where further verifications are needed to establish the facts and circumstances related to their execution. In such cases the periods under Section XI "Time for Execution and Value Dates" of these GTCPS shall be extended with the time needed for the verifications, or for submission of the requested additional documents and information. The consequences of non-execution or delayed order execution shall be entirely at the risk, responsibility and expense of the person placing the order.

27.4. The Account Holder/the User undertakes to observe the requirements and procedures of the Bank, to provide information and to assist in the

implementation of anti-money laundering measures.

27.5. The User undertakes to immediately notify the Bank in writing of any change in the information that served as a basis for conclusion of the Agreement and provision of the payment services. Changes in the documentation provided to the Bank or in the declared circumstances, acts, persons entitled to operate the Account and/or Authorized Users shall only have effect vis-à-vis the Bank from the moment it has been notified in writing by a duly authorized person of the respective change, regardless whether or not such change has been entered in a public register.

27.6. The amount of obligations of the Account Holder on the Account shall be established based on the accounting records of the Bank. The entries for all transactions, including for those made with Cards, shall be accounting documents within the meaning of the Accountancy Act and shall be considered true until proven otherwise.

27.7. The archives kept by the Bank of transaction orders and other information shall be accepted as final proof of their content, as well as of the time of submission or execution.

27.8. Facts and circumstances regarding account balances and transactions shall be subject to bank secrecy. Information about them shall be given only to Account Holders, to persons authorized by them or to other persons as provided by law.

27.9. The Account Holder gives his express consent in connection with the execution of the obligations of the parties of the Agreement, incl. in case of notifications actions to the Account Holder, that the Bank may provide data of the Account Holder and other information, related to balances and transactions to bank accounts, to third parties, to whom it has assigned the collection of claims under this Agreement, notification actions or other, related to its execution. 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, including to provide such personal

data to third parties - assignees/new creditors under such assignment agreements.

27.10. In case the common currency of the European Union – the euro (EUR) becomes the currency of the Republic of Bulgaria, funds on bank accounts in Bulgarian leva (BGN) shall be converted at the official BGN/EUR exchange rate.

## **XXVIII. DISPUTE RESOLUTION. APPLICABLE LAW**

28.1. Any disputes arising between the parties in connection with the execution or interpretation of the Agreement and these GTCPS 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 Customer Complaint Procedure published on its website at [www.fibank.bg](http://www.fibank.bg). Any data and documents substantiating the merits of the complaint should be attached to it. With a view to objective handling of complaints, resolution of disputes and correction of any errors, the Bank may request additional data and documents.

28.1.2. The Bank shall process the complaint and notify the User 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 User shall be notified in writing.

28.1.3. In the event that the Bank does not issue a decision on the complaint within the prescribed period, including where such period is extended, as well as in the event the User disagrees with the Bank's decision, the 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, fl.4, phone: +359 2 9330577, website: [abanksb.bg/pkps](http://abanksb.bg/pkps)

or, for payment service agreements concluded online, use the Online Dispute Resolution (ODR) platform at:

<http://ec.europa.eu/odr>

28.2. In the event that mutual consent cannot be reached, either party may refer

the dispute for resolution to the competent Bulgarian court.

28.3. For any matters not covered by the Agreement or these GTCPS, the relevant provisions of the current Bulgarian and European Union law shall apply.

28.4. Should any provision of these GTCPS be, or become invalid, this shall not affect the validity of the remaining provisions of these GTCPS.

## **XXIX. CORRESPONDENCE**

29.1. All correspondence between the parties shall be conducted in writing, in the Bulgarian language, to the addresses of the Bank, the Account Holder and the Authorized User specified in the Agreement, including e-mail addresses. All notifications shall be sent to the specified addresses in written, unless expressly otherwise indicated in these GTCPS or in the specific agreements.

29.1.1. For the purpose of making notifications, requesting necessary documents or information, as well as in connection with opening or closing of accounts, notifications for termination of automatic renewal of deposits, respectively termination of agreements under these GTCPS, the Bank may send electronic statements (including messages, notices, invitations, communications) by e-mail, through the *My Fibank* electronic banking, as well as by phone, SMS, with account statements, or using other durable media. The Bank may also make notifications related to termination of automatic renewal of deposits, or to termination or temporary suspension of other products or services, by posting them on its website at: [www.fibank.bg](http://www.fibank.bg), as well as in its banking offices.

29.2. Where sent by e-mail, messages shall be considered received by the addressee on the day of sending, except upon receipt of notification that the message has not been sent/received successfully. Notifications made through the electronic banking shall be considered received on the day of their posting in the account of the Account Holder/Authorized User. In case of SMS notifications, messages shall be considered received upon their sending to the mobile phone number of the Account

Holder/Authorized User registered in the Bank.

29.3. Upon signing the Agreement, Account Holders shall indicate their registration address, as well as any other address on the territory of the country that may be relevant to their relationship with the Bank. Upon change of their permanent address, address for correspondence under item 29.1, e-mail and/or other details specified in the Agreement, Account Holders, respectively Authorized Users shall notify the Bank within 7 days of the occurrence of such change. Failing that, any notifications, invitations or messages sent by the Bank to the last address and/or e-mail specified by the Account Holder/Authorized User or to registration address entered in a public register, shall be deemed successfully served. The Bank shall not be liable to the Account Holder for any damages caused in the event of delayed or lack of notification.

29.4. Other means of communication may also be used for submission of payment orders, notifications, data and information related to the execution of payment transactions only subject to express agreement between the User and the Bank, and under the terms of the respective payment service/instrument.

29.5. In the event of legal proceedings in a dispute arising in connection with the conclusion, performance, interpretation, or termination of the Agreement, or these GTCPS, the addresses of the parties stated in the agreements shall be considered as addresses for service of summons and court messages within the meaning of the Civil Procedure Code, unless either party has expressly notified the other party of a change of address. The Bank shall not be liable to the Account Holder for any damages caused in the event of delayed or lack of notification.

## **XXX. FINAL PROVISIONS**

§1. Appendices forming an integral part of these GTCPS are: Glossary of the GTCPS terms, Terms for digitization and use of Fibank cards through third-party applications, Levels of limits for debit card, Depositor Information Template /the Information Template/ and the Deposit Terms and Conditions.



§2. These General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services have been drawn up pursuant to Art. 298 of the Commerce Act, adopted by the Management Board of First Investment Bank AD, amended and supplemented by resolution effective 28.10.2024.