

GENERAL TERMS AND CONDITIONS FOR USE OF THE TELEPHONE BANKING OF FIRST INVESTMENT BANK AD

I. DEFINITIONS

1.1. Within the meaning of the present General Terms and Conditions for use of the Telephone Banking of First Investment Bank AD, hereinafter referred to as "The General Terms and Conditions", the Request for registration for the Telephone Banking of Fibank, as well as all requests, declarations, confirmations and other written agreements thereto (the Contract), concluded between the Account Holder of a bank account (Payment service user), hereinafter referred to as "Account Holder" and First Investment Bank AD, with its registered office in the town of Sofia 1784, 111 P Tsarigradsko shose Blvd., with UIC 831094393, (hereinafter referred to as 'the Bank' or 'Fibank'), owning a universal banking license №: ПД22-2257/16.11.2009, issued by the Bulgarian National Bank, which exercises supervision over bank activity, and all appendices thereto, the terms mentioned below shall have the following meaning:

- a) „Authorized user" shall mean the Account Holder, or another individual, designated by him, who has the right in the name and on behalf of the Account Holder to access and use the Telephone Banking;
- b) „Personal access code" (PAC) shall mean a combination of four to eight digits, which shall be used for access to the Telephone Banking system and for identification of the Authorized user before the Bank.
- c) „Means of access and identification" shall mean: the mobile or fixed phone (digital or with tone dialing) registered by the Account Holder as a means of voice communication and the Personal access code;
- d) „Telephone Banking" or „the system" shall mean a system for remote access by means of voice communication to information about balances and transactions on bank accounts kept in First Investment Bank, in a manner previously agreed between the Account Holder and the Bank, and through the means of access and identification, registered by the Account Holder;
- e) "Account Holder" shall mean a person – natural or legal, or other legal formation in whose name an account is kept with Fibank and who has the right to dispose with the funds on this account in the capacity of a Payment service user.

II. SUBJECT

2.1. The present General Terms and Conditions are an integral part of the Contract and shall regulate the relationship between the Bank, the Account Holder and the Authorized user with regard to the access to and the use of the PASSIVE TELEPHONE BANKING of Fibank which includes: Provision of information on balances on bank accounts; available amounts on current/card accounts; information on last five operations booked by the Bank to an account, incl. the ones performed with a payment card; information on exchange rates (fixing, buy and sell rate of Fibank for euro, U.S. dollars, British pounds and Swiss francs).

2.2. Telephone Banking services are provided on the following telephones (telephones of the System):

0700 19 599;

***bank (*2265).**

If, as a result of technical or market developments, the Bank is able to provide new telephone numbers for services and/or replace some of the advertised numbers with the new ones, the changes will be announced on the website of the Bank: www.fibank.bg.

2.3. The circumstance that the Account Holder has chosen to operate his accounts through the Telephone Banking does not restrict his capacity to dispose of these accounts by any other means agreed with the Bank.

2.4. The Bank has the right to extend or limit the scope of services provided via the Telephone Banking system, to change the terms, incl. the price, the ways of access, based on changes in current legislation, market conditions, for security reasons or due to improvements in respective service. The Bank shall notify the users of the changes, of the new services and of the special rules and conditions for their use by publishing them on the website of the Bank, and is not responsible for any damages or lost profits resulting from limiting of the scope of services, inaccuracies, faults, delay while providing information due to force majeure, technical or other reasons beyond the Bank's control, as well as for the uninterrupted access to the Telephone Banking.

III. REGISTRATION, ACCESS AND CONDITIONS FOR USE OF THE TELEPHONE BANKING

3.1. Clients of the service provided by Fibank through the Telephone Banking system, may be legally qualified local and foreign legal entities or individuals.

3.1.1. Users of Telephone Banking may be Account Holders who: have opened at least one bank account at the premises of the Bank, have submitted in writing their request for use of Telephone Banking; have registered one or more means of access and identification from a distance, as specified in these General Terms and Conditions, and have received a confirmation of their registration under the conditions and procedures determined by the Bank. With the acceptance of the present General Terms and Conditions and with the sending on the stated in the request e-mail address by the Bank of the Personal access code, the registration shall be considered completed which shall have the effect of a Contract concluded with the Bank.

3.2. When using the Telephone Banking, the user shall observe the instructions of the Bank published on its Internet website.

3.3. When the Account Holder is a local or a foreign legal entity or other legal formation, the registration and conclusion of the Contract can be made by an authorized representative of the Account Holder, with an explicit notarially attested power of attorney drawn up according to the requirements of the Bank.

3.4. In the Request for registration, the Account Holder may specify one or more authorized by him/her individuals (Authorized Users), who in his/her name and on his/her behalf may use the Telephone Banking. Documents, proving the authorization, shall be enclosed to the Request for registration – a notarially attested power of attorney, drawn up according to the requirements of the Bank.

3.4.1. The Account Holder shall be allowed at any time to unilaterally withdraw with explicit statement the authorization rights given by him to the Authorized Users.

3.5. The Account Holder shall be obligated to immediately notify in writing the Bank of any changes in the data and documents provided by him/her, including changes concerning the Authorized Users, notwithstanding whether the circumstances regarding those changes, incl. regarding the representatives of the legal entity, are subject to entry or

announcement in a public register, or not.

3.6. The amendments in the data/documents and the withdrawal of the granted rights shall enter into force with respect to the Bank from the moment the Bank has been notified in a written form by the Account Holder of the account of the occurred changes through depositing of the respective documents at the Bank's office.

Means of access and of identification

3.7. Pursuant to the requirements of the Bank and depending on the registration of the Account Holder, the Authorized User shall identify himself before the Bank by the following means of access:

3.7.1. A means of voice communication – a mobile or fixed phone (digital or tone dialing). The telephone numbers, registered in the Application, also serve as a means of individualization of the Authorized User.

3.7.2. Personal access code – the code is entered after dialing the telephone of the System and provides the Authorized User with access to it with the rights to use the Passive Telephone Banking. For the purpose of preserving the secrecy of the code, it is automatically generated by the information system of the Bank and is sent to the e-mail address specified by the Authorized User in the Application.

3.8. The Personal access code can be changed repeatedly through the telephone banking system. The Bank recommends that the Personal access code is changed periodically.

3.8.1. The Personal access code chosen by the Authorized user shall not consist of easily identifiable combination (such as phone number, date of birth, car registration number, etc.).

3.9. The Account Holder/Authorized User shall be obliged to keep in secret his Personal access code related to the means of access and identification used and take all necessary measures to ensure that third parties shall not learn it, including by not keeping it in a way that gives opportunity for another person to use them.

3.9.1. The Bank shall not bear responsibility for any illegal actions of third parties and for the information disclosed before them, including banking secrecy under art.62, para. 3 from the Law on Credit Institutions, through unauthorized access to the Telephone Banking and which actions have caused damage to the Account Holder.

3.10. The Bank shall reserve its right to alter the allowed means of access and of identification, or to set requirements for combinations thereof, by notifying the users of this through an announcement on the Internet website of the Bank or in another appropriate way.

3.11. When the Account Holder has defined one or more Authorized Users, each one of them shall use individual means of access and identification. The Account Holder shall accept that the means of access and identification and/or the combination thereof, used by an Authorized User authorized by him/her, is sufficiently secure in regard of the needs of turnover and the specific arrangements with the Bank, and that it shall serve for identification of the Authorized User before the Bank when acting in the name and on behalf of the Account Holder

IV. ACCESS BLOCKING

4.1. The access to Telephone Banking can be blocked by the Bank under the following conditions:

4.1.1. Upon request of the Account Holder or Authorized User pursuant to para. 4.4. below;

4.1.2. On the initiative of the Bank – for objective reasons related to the security of the identification data or of the system;

4.1.3. On the initiative of the Bank – for an Authorized user who by his actions breaks the requirements of the effective legislative acts, of the present General Terms and Conditions and/or the General Terms and Conditions for opening and keeping of bank accounts and provid-

ing of payment services (GTPS), or endangers the security and the correct functioning of the Telephone Banking system.

4.2. In cases as of para. 4.1.1, the Bank shall block the access within the time necessary for processing of the notice but not later than 2 hours after the notification unless a longer term is needed due to objective reasons.

4.3. In cases of blocking the access under para. 4.1.2 and para. 4.1.3, the Bank shall inform the Account Holder of access blocking and of the reasons thereof, if possible prior to the blocking or immediately after it at the latest, unless providing such information is not allowed due to security reasons or compliance with regulatory requirements.

4.4. The Account Holder/the Authorized user shall be obliged to immediately notify the Bank if he has any doubt that a third party has come to know or could come to know the personalized security features of a means of access, and also to require blocking of access to Telephone Banking or of the means of access (if it allows blocking). The notification shall be done personally, in an office of the Bank, or by calling the following telephones:

0700 12777;

+359 2 8002700;

+359 2 8180003.

In case of change of these telephones, The Bank shall notify the users by a message on the website of the Bank at www.fibank.bg.

4.4.1. The Bank shall bear no responsibility for the undergone damages in case it has received an incorrect notification under para. 4.4 from a person who, on the grounds of unambiguous circumstances, has been empowered to do it and the Bank has conscientiously undertaken the necessary measures for protecting the Account Holder's interest'.

4.4.2. Access blocked upon request of the Account Holder or an Authorized User shall be unblocked with an explicit written consent of the Account Holder, deposited at an office of the Bank.

V. FEES AND COMMISSIONS

5.1. For using the Telephone Banking the Account Holder shall owe the Bank fees in accordance with the Tariff.

5.2. The costs of telephone calls for connecting and working with the Telephone Banking system shall be borne by the Account Holder and the Authorized Users in accordance with the used by each of them tariff plan of a mobile operator.

5.3. The Bank shall have the right to officially collect all amounts due by the Account Holder, including fees and commissions, from every account kept in his name with the Bank, in accordance with the conditions and procedures of the GTPS.

VI. TERM OF VALIDITY AND TERMINATION OF THE CONTRACT

6.1. Unless otherwise agreed, the Contract shall have indefinite duration.

6.2. The Client may at any time terminate the use of the service by submitting a Request for termination.

6.3. The use of the Telephone Banking may be unilaterally terminated by the Bank in the following cases:

6.3.1. Upon failure on the part of the Client to comply with his obligations under these General Terms and Conditions;

6.3.2. Upon closing of all accounts of the Client.

VII. OTHER CONDITIONS

7.1. By accepting the present General Terms and Conditions, the Account Holder and the Authorized Users shall give their consent to the Bank to process the personal data submitted by them for the purpos-

es of bank control, as well as to be included in award programs and lotteries organized by the Bank, as well as for the Bank to provide individualizing information about them to third parties for the purpose of participation in such or other programs, or for the purposes of direct marketing. In case they do not want to participate, the Account Holder, respectively the Authorized Users shall have the right to refuse their participation at any time by an explicit written notification to the Bank.

7.2. Communication – the correspondence, as well as the notifications and messages between the parties, including in case of litigation shall be performed as provided in the GTPS.

7.3. Amendments in the General Terms and Conditions - The Bank shall have the right at any time to unilaterally amend the present General Terms and Conditions, of which it shall notify the Account Holder in advance, at least 1 (one) month prior to the entry into force of the respective amendment, in a written form by an announcement in the Bank's premises, sending of an electronic message, in the statement (report) of the account, by phone, via email, at the correspondence address or in another appropriate way determined by the Bank, including by notification on the Internet website of the Bank www.fibank.bg, or through another durable medium at the discretion of the Bank. The change is done irrespective whether the amended General Terms and Conditions are signed or not.

7.3.1. The Bank shall provide the General Terms 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 for storage form, by publishing them on its website at www.fibank.bg within the period prescribed under item 7.3.

7.3.2. In case the Account Holder does not agree with the amendments, he shall have the right to immediately terminate (without owing any penalties or compensation in connection with the termination due to amendments in these General Terms and Conditions) the use of the service before the proposed date of entry into force of the amendments, by a written request and without advance notice. If the Account Holder does not terminate the use of the service up to the date of entry into force of the amendments, he shall be considered to have accepted them and be bound by them.

7.4. The Account Holder/the Authorized User shall be responsible for the damages he has directly or indirectly caused to the Bank, related to unauthorized access to information through the Telephone Banking, to not following the bank requirements, or to incorrect, unlawful or contradictory to the present General Terms and Conditions use of the Telephone Banking services. When the damages are caused by the Authorized User, the Account Holder shall be jointly liable with him.

7.5. In case of breach of his obligations to the Bank in connection with the use of Telephone Banking, the Account Holder can not raise objections based on his relations with third parties.

7.6. All disputes which have arisen between the parties in relation to the implementation or the interpretation of the Contract and the present General Terms and Conditions, shall be resolved by mutual consent of the parties and in case such cannot be reached, each of the parties can bring the case for decision before the Commission for Consumer Protection at Sofia, PO Box 1000, Slaveikov № 4A, floor 3, telephone +359 2 9884218, email adr.payment@kzp.bg, internet page www.kzp.bg and <http://abanksb.bg/pkps>. and/or before the competent court.

7.6.1. The validity of the objections of the Account Holder shall be established by the Bank through checking of the maintained archived data.

7.7. The applicable legislative acts of the effective Bulgarian legislation and the acts of the European Union shall apply for those issues, including the settlement of disputes which are not settled in the Contract or in the present General Terms and Conditions.

VIII. FINAL PROVISIONS

8.1. An integral part of the present General Terms and Conditions are the Instructions for working with the Telephone Banking system of Fibank, the Tariff of fees and commissions of Fibank, and the appendices thereto.

8.2. These General Terms and Conditions were prepared pursuant to Art. 298 of the Commerce Act, adopted by the Managing Board of First Investment Bank AD, amended and supplemented by resolution effective 01.06.2017, as the change concerning the registered office of the Bank has been made as of 02.08.2022.