

## **GENERAL TERMS AND CONDITIONS FOR PAYMENT ACCOUNTS AND SERVICES, DEBIT CARDS AND RAIFFEISEN ONLINE FOR PRIVATE INDIVIDUALS**

### **I. SUBJECT MATTER**

1. These General Terms and Conditions govern the relations between Raiffeisenbank (Bulgaria) EAD (hereinafter referred to as the Bank) and the Client (hereinafter referred to as the Client or Holder) in his/her capacity as the User concerning the payment services provided by the Bank, the issuance of debit cards and the use of Raiffeisen ONLINE:

- 1.1. opening, managing and closing payment accounts;
- 1.2. depositing cash to a payment account as well as the related transactions related to servicing a payment account;
- 1.3. cash withdrawal from a payment account as well as the related transactions related to servicing a payment account;
- 1.4. executing payment transactions, including transfer of funds from and to a payment account of the Client which presupposes:
  - 1.4.1. executing payment requests for direct debits, including one-off direct debits;
  - 1.4.2. executing payment orders for credit transfers, including requests for periodic transfers;
  - 1.4.3. executing payment transactions under point 1.4.1 and 1.4.2 where the funds are part of a loan extended by the Client;
  - 1.4.4. payment transactions where the Client has consented to the execution of the payment transaction via a telecommunication, digital or IT device, and payment is sent to the operator of a telecommunications or IT system or network which acts solely as an intermediary between the Client and the Bank;
- 1.5. access to accounts and accounts serving payment cards via e-banking;
- 1.6. issuance, use and servicing contactless debit cards;
- 1.7. submitting requests and providing consent for accounts and/or cards via Raiffeisen Direct and the Authorisation Centre;
- 1.8. others which the Bank can create for use by the Client;

2. These General Terms and Conditions are mandatory for the Client and are an inalienable part of the relevant agreements for the use of a payment service and/or payment tool, where the Application and Contract for the issue of a debit card and provision of bank services for private individuals and/or any other bank form/statement/contract for the use of a payment service and/or payment instrument (hereinafter generally referred to as Application and Contract concluded between the Bank and the Client).

In case there is a discrepancy between these General Terms and Conditions and the conditions underlying the Application and Contract in question, the provisions of the specific Application and Contract will apply.

3. The relations between the Bank and the Client concerning payment services and payment instruments – contactless debit cards and Raiffeisen ONLINE – are described in these General Terms and Conditions, which include common sections applicable for all payment services and instruments as well as special sections where the specifics of the debit card and Raiffeisen ONLINE are described.

4. To accounts, which are not used for payments, the rules for one-off payment transactions regulating the conditions for deposits and withdrawals shall apply.

5. Prior to opening a payment account, the Client obtains these General Terms and Conditions, the Application-contract, the General Terms and Conditions for business use of the Bank, the Tariff for the fees and commissions of Raiffeisenbank (Bulgaria) EAD for the fees and commissions of private individuals in the offices, or he/she familiarises with them on the website of the Bank. The Client can accept them in case he/she decides to use payment services/payment instruments provided by the Bank.

6. While the Application and Contract is in force, the Client is entitled, upon request, to receive these General Terms and Conditions on hard copy or any other durable medium within the meaning of these General Terms and Conditions.

### **II. BANK DETAILS**

7. Raiffeisenbank (Bulgaria) EAD is a commercial entity registered in the Commercial Register with the Registry Agency with UIC 831558413; Licence for performing bank activities Б12 of BNB, Order ПД 22-2254 of 16.11.2009 of BNB;

Seat and address of management: 55 Nikola Vaptsarov Blvd. EXPO 2000, Losenets District, 1407 Sofia, Bulgaria;

Call center phone: 0700 10 000 (Vivacom) and 1721 (A1 и Telenor)

Phone for blocked bank cards: 02/9624 102, Monday-Sunday 24/7.

Phone for blocked access to Raiffeisen ONLINE: 02/91 985 666,

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Monday-Friday from 8 am to 8 pm.

Website: [www.rbb.bg](http://www.rbb.bg)

Hours with Clients in official working days: 8.30 am to 5 pm.

8. The competent authority in charge of oversight over the Bank as payment service provider is BNB.

### **III. OPENING A PAYMENT ACCOUNT**

9. When opening a payment account, the Client provides to the Bank the following documents and information:

9.1. Personal data of the account holder as per identity document;

9.2. Personal details according to an identity document and the signatures of the individuals who have the rights to operate with the funds in the account; the signatures of these individuals should be placed in the presence of an authorized employee of the Bank, or be notarized.

9.3. Other data and information at discretion of the Bank are needed for fulfilment of its duties to know its clients and the bank products they use.

9.4. power of attorney, if such document exists, with which the titular authorizes other person/s to open payment account and to operate with the funds in the account, is subject to the following rules:

9.4.1. for residents - the power of attorney to be prepared on Bank's template (in case it is on Client's template, the Bank could refuse it). The account holder – authorizer signs the power of attorney personally in front of an authorized employee of the Bank and in the presence of a proxy who also provides specimen of his signature. In exceptional cases, the signature of the titular can be notarized by a Bulgarian notary or by the Bulgarian consul or the Bulgarian consulate office abroad. In these cases, the power of attorney should not be signed/legalized for a longer than a year period until the day it is presented to the Bank. The Bank decides and notifies the client whether the Bank will accept the power of attorney after necessary checks at Banks discretion.

9.4.2. For non-residents - power of attorney is prepared on bank's template. The account holder – authorizer signs the power of attorney personally in front of an authorized employee of the Bank, and in the presence of the proxy, who also provides specimen of his signature. The account holder expressly specifies one particular Bank office, where he will be serviced through a proxy. The Bank enters into business relations with a new client non-resident only in a personal presence of the client.

9.4.3. All presented powers of attorney for operating with the funds in the accounts must be confirmed in written form personally by the titular in front of an authorized employee of the Bank every 3(three) years from filling of the power of attorney in front of the Bank. In case of missing confirmation, according to the previous sentence, the Bank has the right to limit the rights of the proxy to operate with the funds in the accounts of the titular.

10. Changes in the documents under Article 9.1, Article 9.2, Article 9.3 and Article 9.4 shall have effect in relation to Bank, only from the time when the Bank receives a written notification of them from an authorized individual.

11. The Bank may also request other documents for opening and running a payment account for which the person opening the account is notified in advance.

12. The Bank shall assign a unique identifier – International Bank Account Number (IBAN) to each account opened, and the Customer shall point this unique identifier at every payment order. The Bank shall prepare a monthly statement (Statement) and provide the account holder, upon request, with a hardcopy thereof free of charge at the offices of the Bank.

### **IV. CONSENT FOR EXECUTION AND WITHDRAWAL OF A PAYMENT TRANSACTION**

13. The Client agrees to execute the Payment Transaction (hereinafter referred to as the PT) via signed standard forms of payment requests deposited on hard copy or electronically.

13.1. In order to limit the risk of unauthorized payment transactions, the Bank reserves the right for which consent is given by a proxy on paper to seek the titular explicit confirmation of this operation and to refuse to accept payment transaction for execution unless it receives confirmation from the account holder.

14. The request or consent of the Client, in his capacity as payer, for PT execution may be withdrawn by the Client any time but not later than at the time when the PT became irrevocable. The Bank shall deem PT irrevocable upon receipt of the payment request.

15. Where the PT under Article 14 is performed at the initiative of or via the beneficiary, the payer may not withdraw the payment request after its submission or after consenting to the execution of the PT in favour of the beneficiary.

16. Where the Client providing the payment request wishes for the payment request to be made on a given day or on the day following the

expiry of a certain term, the Client may cancel the payment request at latest by the end of the working day proceeding the agreed day.

17. Upon direct debit, the Client, in his capacity as payer, may cancel the payment request at latest by the end of the working day proceeding the agreed day for crediting his/her account.

18. Upon expiry of the terms under Article 14 – Article 17 above but not later than the crediting of the beneficiary's account, the payment request cannot be cancelled only upon consent to this end between the Client and the Bank, where in the cases under Article 17, the consent of the beneficiary of the funds is required.

19. The Bank can charge a fee for the cancellation of the payment request, in accordance with the acting Tariff of the Bank.

20. The payment request is withdrawn in writing.

21. The Bank may give up the execution of a payment request for which the Client has provided consent only if:

21.1. The payment request does not contain all specific conditions concerning the Application and Contract and/or any other relevant document signed by the Client upon signing the contract, these General Terms and Conditions and the General Terms and Conditions for the business activity of the Bank;

21.2. The execution of the payment request would violate provisions of the Bulgarian legislation, a court ruling or a decision of public authorities;

21.3. The Bank notifies the Client in writing about the reasons leading to the refusal to execute the payment request unless a regulatory ban is in place on the provision of such information.

22. In the event that the customer uses payment initiation and third party payment service provider services, it is considered that the customer has given his / her consent to disclosure of a banking secrecy to the third party payment service provider.

## V. EXECUTION OF PAYMENT TRANSACTIONS

23. The time of payment request receipt is the time when the Bank obtains the payment request submitted directly by the Client or indirectly by or via the beneficiary in the agreed manner and method for payment request receipt in accordance with Article 13.

24. Where the time of receipt is not a working day for the Bank of the payer, the payment request is considered received on the next business day.

25. Payment requests are accepted for execution in accordance with the deadlines envisaged in the acting Tariff of the Bank.

26. If the Client wants the payment request to be executed on a certain day or on the day following the expiry of a deadline, the agreed day is believed to be the time of payment request receipt, and if this day is not a working day for the Bank, this will be the next working day.

27. Where the Client's payment account has no sufficient cash for PT execution, the Bank shall refuse to execute the payment request. The Bank shall timely inform the Client about failure to execute the PT.

28. The Bank shall process payment requests in foreign currency based on SWIFT, BIC or any other identifier of the Bank of the beneficiary and IBAN/unique identifier of the beneficiary, provided the Client correctly submits them. Upon submitting a Payment Request in BGN, the Client indicates a BIC and IBAN of the beneficiary's account, which are required for the execution.

29. The failure to provide, the incomplete or inaccurate provision of details under Article 28 can bring about a delay in the processing of the transfer or failure to execute the PT. The Bank is not held responsible for the execution of requests with bank details, which have been wrongfully sent by the Client.

30. The Bank can refuse execution of the payment request if it has been written down illegibly.

30.1. The Bank may refuse to execute a payment transaction or access a payment account in the event of execution or access being through a third-party payment service provider that has not been identified with the Bank and / or is not listed in the Register kept by the BNB for the licensed suppliers performing payment services under the PSPSA.

31. Where the payment request is executed in accordance with the IBAN or unique identifier specified in it, the request is deemed properly executed with regard to the beneficiary.

32. The Bank is not held responsible for the default or incorrect execution of a payment transaction because the Client has wrongfully specified the unique identifier.

## VI. TERMS FOR EXECUTION OF PAYMENT SERVICES

33. Upon execution of payment transactions in BGN, EUR, or related to one-off exchange of foreign currency (BGN-EUR) provided the exchange takes place on the territory of the Republic of Bulgaria as well as upon

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trans-border euro-denominated payment transactions to a country of the European Economic Area (EEA), the payment account of the beneficiary's Bank is credited with the sum of the payment transaction, at latest by the end of the next working day from receipt of the payment request. Where payment transactions on hard copy are executed, the term of execution is two business days from receipt of a payment request.

34. Upon payment transactions in a foreign currency other than the one specified in Article 33 above, the term for execution within the scope of the EEA is four business days at most.

35. Where the accounts of both the payer and the beneficiary at the Bank, the value date of crediting the beneficiary's payment account is the same working day.

36. The terms for executing the PT outside the ones specified in Article 33 - Article 35 above are determined in accordance with the acting Tariff of the Bank. Upon execution of payment transactions in BGN via RINGS, the payer's Bank ensures the crediting of the payment account at the beneficiary's Bank on the same working day where the payment request is received.

37. The value date of crediting the beneficiary's payment account is not later than on the working day when the account at the beneficiary's Bank is credited with the sum entered in the PT. The value date of crediting the payer's account is not earlier than the time when the payment account is credited with the sum entered in the PT. The Bank of the beneficiary provides the sum entered in the PT to the beneficiary immediately after the account of the beneficiary's Bank is credited with this sum.

38. When depositing moneys in the payment account, the Bank provides the sum and determines the value date of crediting upon receipt of the funds.

## VII. PAYMENT ACCOUNT WITH BASIC FEATURES

39. The Bank shall accept to open and operate a payment account with basic features based on signed Application-contract from the Client (Holder) via which the Bank accepts money for safe keeping and performs, at the request of the Client or his/her duly authorised representatives, payments, within the scope of the balance on the account.

40. Payment account with basic features is a payment account in BGN under Article 118 (1) of the Payment Services and Payment Systems Act (PSPSA).

41. The Client has the right to assign whereas the Bank accepts to open and operate in his/her name just one payment account with basic features in BGN.

42. Withdrawals and payments may be executed to the amount of the balance on the Account, after deduction of the transaction fees and commissions, in accordance with the Chapter Seven of acting Fees and Commissions Tariff of Raiffeisenbank Bulgaria for Individual clients.

43. The Bank provides opportunity to perform unlimited operations on the payment account for basic features.

44. The Holder of the payment account for basic features is entitled to additional services to the account of their choice and desire, refusal to use such services can not be considered grounds for termination of account.

45. Under Article 119 of PSPSA the Bank may refuse to open the payment account with basic features, when:

45.1. the Client already holds payment account in the Bank which allows him to make use of the services listed in Article 40 Chapter VII of these General Conditions;

45.2. the Client declared that already holds payment account in another Bank in the country which allows him to make use of the services listed in Article 40 Chapter VII of these General Conditions;

46. The Bank open the payment account with basic features or refuse a consumer's application for a payment account with basic features, not later than 10 days after receiving a complete application.

47. Termination of the Contract for payment account with basic features:

47.1. In case of mutual written agreement between Parties;

47.2. Unilaterally from the Client by sending one month preliminary written notice from the Client, if the customer has no obligations;

47.3. The Bank may unilaterally terminate a contract only where at least one of the following conditions is met:

47.3.1. the Client deliberately used the payment account for illegal purposes;

47.3.2. there has been no transaction on the payment account for more than 24 consecutive months;

47.3.3. the Client provided incorrect information in order to obtain the payment account with basic features where the correct information would have resulted in the absence of such a right;

47.3.4. the Client is no longer legally resident in the Union;

47.3.5. the Client has subsequently opened a second payment account

which allows him to make use of the services listed in Article 40 in these General Terms and Conditions;

47.3.6. The Client violates the arrangements with the Bank, according General terms and conditions, Tariff and Application - Contract.

Termination of the contract for a payment account with basic features on one or more of the grounds mentioned in Article 47.3.1 and 47.3.3 effective immediately.

When the Bank terminate contract for a payment account with basic features on one or more of the grounds mentioned in Article 47.3.2,47.3.4,47.3.5 and 47.3.6, the Bank informs the Client of the grounds and the justification for the termination at least two months before the termination enters into force, unless such disclosure would be contrary to objectives of national security or public policy.

48. For unsettled in this section relationship between the Client and the bank are applicable texts governing these General Terms and Conditions.

## **VIII. DEBIT CARD**

This section governs the relations between the Bank and the Client (hereinafter referred to as the cardholder) with regard to the issue and servicing of debit cards (Card).

### **VIII.1. ACCOUNT TO WHICH A DEBIT CARD IS ISSUED**

49. The Bank shall open a current account (hereinafter referred to as in this section Account) in the name of the cardholder and issues a main card and, upon request, an additional card/s with personal identification number (PIN) which is only known to the Cardholder on the grounds of a signed Application-contract. The card is issued on the grounds of a contract signed between the Bank, card organisations and card operators.

50. The Cardholder can use the account for payment transactions in accordance with these General Terms and Conditions with or without the use of the Card.

51. Access to the Account via the Card is enacted via all terminal devices ATM and POS designated with the logo of the relevant international card organisation: Visa and Mastercard.

52. From the Account via a Card, payment transactions can be performed within the scope of the designated operational limits and in accordance with the rules of Visa and Mastercard. Where the Client's Account has insufficient funds for executing the PT, the Bank refuses to execute the payment request, except for in the cases pursuant to Article 75 with reference to Articles 268 below.

53. When executing domestic ATM/POS transactions in a currency, which is different from the foreign currency of the Account, the amount of the transaction is converted into the currency of the Account using the buy/sell exchange rate of the Bank for cashless transactions announced on the day of processing the transaction. If transactions are performed abroad, the amount of the transaction is converted from the currency of the transaction into the currency of the Account at the Bank's exchange rate for card transactions announced for the date of processing the transaction. Information about the Bank's exchange rates for card transactions is published at its website: [www.rbb.bg](http://www.rbb.bg).

54. The Bank shall prepare a statement (Statement) and shall provide it to the Cardholder free of charge on hard copy, upon request, to an office of the Bank.

### **VIII.2. TERMS AND CONDITIONS FOR ISSUANCE AND USE OF A DEBIT CARD**

55. The card is a means of remote Cardholder access to the Account to which the Card is bound for executing payment and non-payment transactions domestically and abroad, in accordance with the requirements of Visa, MasterCard and the acting Bulgarian legislation.

56. Only the Cardholder shall use the card.

57. The Bank shall not issue a Card with a power of attorney.

58. The Card is being issued along with a PIN using which the Cardholder is identified when performing card transactions, in accordance with Article 26 of Ordinance No. 3 of the BNB on the Terms and Procedure for Opening of Payment Accounts, for the Execution of Payment Transactions and Use of Payment Instruments.

59. The card is owned by the Bank and is provided for use to the Cardholder. The Cardholder shall be obliged to store the Card in a responsible manner.

60. The Cardholder must remember his/her PIN that is generated in an appointed by the Bank way (on paper, via POS terminal, through SMS, etc.). The Bank shall provide an opportunity for the Cardholder to change the PIN with a four-digit combination, including at a terminal ATM device serviced by the Bank.

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61. Whenever a Cardholder uses his/her PIN, he/she shall be obliged to ensure that the entry of a PIN cannot be seen by third parties.

62. The Cardholder receives the Card, which has been personally issued to him not later than six months from the date of signing the Contract. Upon expiry of this term, the Card is destroyed whereas the Application-contract shall be deemed terminated.

63. Upon re-issue/renewal of the Card, the new Card is stored at the Bank for six months. Upon expiry of this term, the Card is destroyed whereas the Application-contract shall be deemed terminated.

64. The term of the Card's validity shall expire at the end of the month of the relevant year printed on the front side of the Card.

65. The Bank shall send the renewed card for receipt from the Cardholder in the office they have chosen.

66. Where the Cardholder forgets his/her PIN, he/she may request a new PIN for which he/she shall pay a fee in accordance with the acting Tariff of the Bank.

67. With the Card, the following transactions can be performed in the country and abroad:

67.1. payment of goods and services via terminal POS devices and an imprinter;

67.2. payment of goods and services as well as transfer between accounts via virtual terminal POS devices;

67.3. cashless on-line payment of goods and services, via fax and phone;

67.4. payment of goods and services in the Internet via the online payment systems and/or mobile application;

67.5. Booking of hotels, airfares, rent-a-car, etc.

67.6. payment of goods and services at a domestic commercial site in combination with withdrawal of cash of up to BGN 50 (purchase with cash back), via terminal POS devices performing such a service (only in the country);

67.7. withdrawal of cash via terminal ATM devices, terminal POS devices and an imprinter;

67.8. checking for funds in an account;

67.9. Information and other non-payment transactions (only in the country).

68. The maximum term for execution of payment services, which are performed with the card, shall be determined by the rules of card organisations and card operators.

69. The transactions specified in Article 67 can be performed on all terminal devices bearing the logo of the relevant card organisation, Visa and/or Mastercard, upon inspection of its operational limits and identification of the identity of the Cardholder in any of the following ways:

69.1. upon use of the Card on an ATM, the Cardholder authorises the transaction selected via the introduction of a PIN;

69.2. upon use of the Card on a POS terminal, the Cardholder authorises the transaction by introducing a PIN and/or laying a signature on the printed receipt;

69.3. Upon use of the Card at contactless terminals (designated with the acceptance indicator for contactless payments), introducing a PIN and/or laying a signature may not be required.


70. Upon payment under Article 67.2, Article 67.4 and Article 67.5, it is necessary that the Cardholder provide a name, card number, term of validity and the last three italicised digits written down on the panel at the back of the Card (CVV2, CVC2). If the payment is performed at a merchant's website included in 3-D Secure programmes, the Cardholder confirms the operation in accordance with the requirement for Strong Customer Authentication (one-time password, biometrical data or another). In case the payment is performed on a web site or in a mobile application where the Cardholder had registered the Card in advance and the respective merchant participates in the International Card Organizations' programmes for automatic card data update, it will not be necessary the Cardholder to register the Card again when it is renewed/reissued in order to keep performing transactions.

71. The Cardholder shall be obliged to keep in secret the number of his/her Card as well as CVV2/ CVC2 and the codes/ways for confirmation of online payments, in accordance with the terms and conditions of Section VIII.4 below.

72. For operations under Article 67.4 payments are made according to the rules of the online payments system operator or the mobile application. The Bank is not a party to the legal relationship between the Cardholder and the operator of the online payments system.

### **VIII.3. CONTACTLESS PAYMENT**

73. Contactless payment is performed by approaching the Card at a distance of 1-2 cm from a location on the POS/ATM terminal device,

which is designated with the special sign for contactless payment . The card is not placed in the terminal device. After entering the sum at the terminal, the Cardholder approaches and retains the Card next to the designated location a confirmation for successful payment via a sound and light signal is received.

74. Transactions under Article 67.1 can be performed in a contactless manner on terminal devices, which provide an opportunity for contactless payment in Bulgaria and abroad. These payments can be performed without PIN entry confirmation. The maximum amount for which no PIN shall be required shall be determined individually for each country by the International Card Organisations. The information about the amount valid for Bulgaria can be found at the official site of the Bank, rbb.bg. For security reasons, the entry of a PIN may be required. The same is valid for some contactless payments below the amount designated for the relevant country.

75. When signing an Application-contract for the issuance of a debit card with a possibility for contactless payment, the Cardholder confirms that he/she is familiar and agrees with the type of payment, the methods of requesting and executing the transactions performed by the Card, agrees that each requested contactless payment via the Card will be deemed resolved by the Bank and will execute it by crediting the Account with the requested amount, and transfers it to the account of the payment's beneficiary, even if funds in the Account are insufficient. Where funds prove to be insufficient upon the accounting processing of contactless payment, a non-permitted overdraft shall be formed in the Account in the manner described in Article 268 below.

#### **VIII.4. SECURE ONLINE PAYMENTS (3-D Secure)**

76. With a view to ensure additional security for Cardholders when executing online payments, the Bank shall register all issued Cards for the service Secure online Payments (3-D Secure).

77. Upon each payment on seller's websites participating in the 3-D Secure programmes, the Cardholder confirms the operation in accordance with the requirement for Strong Customer Authentication (one-time password, biometrical data or another).

78. The way of payment confirmation is additional identification, apart from the entry of a CVV2/CVC2 code of the Card. The Bank is not held liable and the losses suffered shall be at the expense of the Cardholder in case of improper use of the Card on the Internet upon third parties' learning the code/way.

79. The Bank shall not be held liable for the Cardholder's failure to receive the confirmation code when abroad, upon incapacity to deliver the notification from the relevant suppliers of mobile communications.

80. The Bank shall not be held responsible for a mobile phone number which has been wrongfully submitted by the Cardholder.

81. The Bank shall not be a party in disputes on the payment conditions, delivery, price, warranty, insurances, etc. which the Cardholder arranges directly with the seller.

#### **VIII.5. NOTIFICATION**

82. The Bank shall provide Cardholders requesting the service Notification, information through text messages or e-mails (notifications) for which the Clients owe a fee in accordance with the Tariff of the Bank.

83. The Cardholder can request at any point in time a change of details, deactivation or suspension of the service Notification.

84. The Notification service provides an opportunity for receiving the following types of notifications:

84.1. for each transaction performed with the Card authorised online at an ATM/POS terminal. An online transaction is any card transaction, which gains real-time approval from the Bank in its role of a Card issuer and within the meaning of Ordinance No. 3 of BNB on the Terms and Procedure for Opening of Payment Account, for the Execution of Payment Transactions and Use of Payment Instruments;

84.2. change of Card status (activation, blocking);

84.3. others.

85. The notification under Article 84.1 contains the following information: date and time of transaction, amount and currency of the transaction, name or address of a merchant owning the ATM/POS terminal, name of a Card, available Card balance after the transaction.

86. For off-line transactions (where no real-time approval by the Bank is required), no notifications are sent and they are reflected in the Account statement.

87. Notification service is offered for the main and additional Cards, where for the main Card all notifications in accordance with Article 84 are sent and for the additional ones – only the notifications in accordance with *General Terms and Conditions for Payment Accounts and Services, Debit Cards and Raiffeisen ONLINE for Private Individuals*

Article 84.1. The main Cardholder receives the notifications for the main and additional cards and the additional Cardholder receives only for the transactions performed with the additional card.

88. The Bank shall not guarantee and shall not be held responsible where the supplier of mobile communications/Internet services does not ensure the receipt or upon untimely receipt of the notifications where the failure to receive or untimely receipt are due to circumstances beyond the control of the Bank: problems with the transmission communication environment of the relevant suppliers of mobile communications/Internet services, force majeure, etc.

89. The Bank shall not guarantee and shall not be held responsible where the supplier of mobile communications/Internet services does not ensure the receipt of notifications or if they are received late.

90. The Bank shall not be held responsible for mobile phone numbers and e-mail addresses, which were wrongfully submitted by the Cardholder.

91. Upon failure to perform the service Notification or if performed with poor quality, irrespective of the reason for this, the responsibility of the Bank shall be limited to the size of the fee obtained for the relevant service.

#### **VIII.6. ADDITIONAL CARD**

92. The Bank shall issue, upon Cardholder's request, an Additional card(s) to a private individual aged above 14, in addition to his/her main Card. Upon the issue of an Additional card, the same is served by the Account of the main Card. The issuance and the use of the Additional cards are entirely at the risk and responsibility of the Cardholder to whom the main Card is issued.

93. The Additional card is obtained by the additional Cardholder upon signing of a Supplementary Agreement to the Application-contract of the main Cardholder and acceptance of these General Terms and Conditions.

94. The Cardholder shall specify operational limits for the Additional card.

95. The main Cardholder shall assume the responsibility for all actions performed with the Additional card. All transactions and transaction fees related to Additional card shall be at the expense of the main Cardholder.

96. With the Additional card(s), all transactions specified in Article 67 can be performed.

97. All other conditions underlying Section VIII of these General Terms and Conditions shall be valid for the Additional card as well.

98. Only the main Cardholder shall be entitled to change the operational limits of the additional cards.

99. The additional Cardholder can activate the Additional card owned by him/her, only where a card is blocked because of three wrong entries of a PIN.

100. The main Cardholder shall be entitled to block the Additional card without the consent of the additional Cardholder.

101. The Additional card shall be deactivated automatically upon termination of the Application-contract concluded with the main Cardholder.

#### **VIII.7. BLOCKING. ACTIVATION. DEACTIVATION**

102. Activation is bringing the Card into status "active". An active card is the card with which the Cardholder can perform transactions (payment and non-payment) on ATM, POS and other devices.

103. The card is blocked within the necessary technical term for processing on the grounds of:

103.1. a notification by phone about a card which has been lost, stolen, forgotten/retained at an ATM, withdrawn or used in any other wrongful way;

103.2. a written statement submitted by the Cardholder or a third party;

103.3. consecutive entry of three wrong PINs;

103.4. failure to observe these General Terms and Conditions by the Cardholder;

103.5. written notification obtained by the Bank for an attachment imposed on the accounts of the Cardholder;

103.6. Card security;

103.7. use of the Card for fraudulent purposes;

103.8. in case of doubt for wrongful use of the Card.

104. The Card is activated in the technical term necessary for processing on the grounds of a written statement by the Cardholder for the activation of a Card blocked:

104.1. due to consecutive entry of three wrong PINs;

104.2. at the request of the Cardholder.

105. The card is internally activated by the Bank within the necessary technical term for processing on the grounds of:

105.1. original submission of a Card of a Cardholder;

105.2. receipt of a notification for discontinuation of an imposed

attachment in the legally prescribed manner;

105.3. upon dropping the sanction for failure to observe these General Terms and Conditions by the Cardholder.

106. The Card is deactivated within the necessary technical term for processing on any of the following grounds:

106.1. termination of the effect of the Application and Contract;

106.2. a Card which was not received by the Cardholder within six months after its issuance;

106.3. issuance of a new Card replacing the outgoing Card upon the expiry of its term of validity (renewal);

106.4. return of a new Card with wrongfully printed details or such which is technically defunct.

107. A deactivated Card cannot be re-activated and should be destroyed.

108. A re-issued/renewed Card is obtained upon return of the old one.

109. Re-issue/renewal of the Card is performed:

109.1. internally by the Bank upon expiry of the term of validity of the old one (renewal);

109.2. after the submission of a written statement and for the following reasons: lost or stolen Card, return of a new Card with printed wrong details or technically defunct/illegible, other reason specified by the Client (re-issuance);

109.3. internally by the Bank in case of doubt of wrongful use of the Card (re-issuance).

110. The Bank shall not renew the Card for a new term of validity in the following instances:

110.1. no card transactions have been performed for more than six months prior to the month of renewal;

110.2. default on the obligations of the Cardholder under VIII.9. RIGHTS AND OBLIGATIONS OF THE CARDHOLDER and VIII.10. RESPONSIBILITIES from these General Terms and Conditions;

110.3. upon failure to renew the Card for a new term of validity, the Contract shall remain in force concerning the Account. Where the client again declares the issuance of a payment instrument, he/she owes a fee in accordance with the Tariff.

111. Upon notification of the Bank about blockage of the Card, the Cardholder or a third party tells its full name, PIN and, if possible, the Card number. Notification shall be made to phones 0700 10 000 (Vivacom) and 1721 (A1 and Telenor) during the office hours of the Bank as well as 24/7 at 02/9624 102.

112. The bank shall run a registry of all incoming notifications by entering a date, time and name of the notifying person.

113. The Cardholder or a third party shall be obliged to submit during the office hours of the Bank a written statement for Card blockage, within three working days from notification over the phone.

114. Where the Cardholder is abroad during the incident, he/she may contact the free phones for bank card emergencies specified at the URL addresses: [www.visa.com](http://www.visa.com), [www.mastercard.com](http://www.mastercard.com). It is recommended that the Cardholder call the local police for assistance and to get an incident report.

115. The bank reserves the right, at any time and without the obligation to point out a reason, to request, block and/or deactivate the Card. In these cases, the Bank notifies the Cardholder about the actions undertaken by phone and/or via an SMS/e-mail/another electronic message, by letter before the blockage/deactivation or immediately after that.

116. The Bank shall reserve the right to block access to the System at any point in time in case of doubt that the Account is being used for fraudulent purposes.

### VIII.8. RIGHTS AND OBLIGATIONS OF THE BANK

117. To issue a Card in the name of the Cardholder under the terms and conditions of the Application and Contract and these General Terms and Conditions.

118. To offer the Cardholder discounts or other conditions defined as promotional or yet special conditions in accordance with the internal rules of the Bank, to various groups of clients or during a given period.

119. To not disclose the PIN about the Card or any other code to anyone, apart from the very Cardholder.

120. To timely block the Card upon receipt of a notification in accordance with Article 103 even in the cases where the Cardholder has acted intentionally and in gross negligence.

121. To internally credit the total amount of payments, withdrawals, interests due, fees, commissions and other costs of the Bank related to the use of the Card, at the expense of the balance on the Account and if there are no sufficient funds – at the expense of an unauthorised overdraft on the Account.

122. To provide BORICA, Visa/Mastercard and/or RPC\* information *General Terms and Conditions for Payment Accounts and Services, Debit Cards and Raiffeisen ONLINE for Private Individuals*

about the balance on the Account and the size of the operational limits related to the use of the Card for which the Cardholder gives his/her irrevocable consent with the signing of the Application and Contract and these General Terms and Conditions.

\* RPC (Regional Processing Center, Bratislava) – card operator.

123. To account for the transactions, which the Cardholder has performed in the order of receipt of the requests, except for in cases of enforcement.

124. To correct technical omissions in the accountancy of transactions or wrongfully accounted transactions by debiting/crediting the Account for which the Cardholder gives his/her irrevocable consent with the signing of the Application and Contract and these General Terms and Conditions.

125. To draft each month a Statement related to the use of the Card during the previous month.

126. To maintain within a 5-year term recorded information, which allows for tracking the transactions.

127. To familiarise the Cardholder with the type and size of the interest, fees and commissions due, in accordance with the acting Tariff of the Bank and in accordance with the rules of Visa/Mastercard.

128. The Bank is entitled to internally and with no notification to the Cardholder to close the Account upon termination of the Application and Contract on the grounds of Article 62, second sentence and Article 63, second sentence of these General Terms and Conditions.

### VIII.9. RIGHTS AND OBLIGATIONS OF THE CARDHOLDER

129. To use the Card only personally, in accordance with these General Terms and Conditions and to keep it with the care of a good merchant.

130. To use the Card in the agreed manner and goals, without contravening the acting Bulgarian legislation, including via purchases and payments banned by it.

131. To receive in person the issued/re-issued/renewed Card not later than six months from the date of signing the Application and Contract/Re-issuance/Renewal of the Card.

132. To keep in secret both its PIN and the codes under section VIII.5 above and to take all the necessary measures to prevent third parties from getting to know it.

133. To not record it's PIN, the codes under section VIII.4 above, other similar codes or authenticating information in a manner, which allows them to be known by another person, including on the Card or any other item borne along with the Card.

134. To execute Card transactions specified in Article 67, if there are sufficient funds on the Account, which are above the minimum non-reducible remainder but not more than the operational limits approved by the Bank.

135. To change the Card's parameters and operational limits by filing a statement with the Bank.

136. To secure sufficient funds in the Account to be able to accurately and timely cover the liabilities occurring in relation to transactions performed and the related interest, fees and commissions, in accordance with the currently acting Tariff of the Bank.

137. To pay the transaction amounts, interest, fees and commissions, in accordance with the currently acting Tariff of the Bank, by giving his/her irrevocable consent for them to be internally collected at the expense of the funds in the Account and if the funds are insufficient, at the expense of unauthorised overdraft in the Account.

138. To obtain Card statements by notifying the Bank, without any undue delay, on the conditions of Article 153.

139. The Cardholder gives its irrevocable and unconditional consent for the Bank to internally collect its receivables ensuing from and with regard to a contract from all its accounts at the Bank and/or to deduct its receivables from any funds held by the Cardholder in it.

140. Where the collection of receivables in accordance with Article 139 is performed by accounts in a currency other than the Card's currency, exchange shall be performed using the relevant exchange rate of the Bank for the day of the collection, where the exchange rate fluctuations shall be at the expense of the Cardholder.

141. To immediately notify the Bank about:

141.1. the destruction, loss, theft, seizure in any other way, falsification or use in any other improper manner of the Card, as well as finding out the PIN from a third party;

141.2. performing a transaction which is not approved by the Cardholder;

141.3. a mistake encountered upon reflecting the transactions with the Card from the Bank.

142. To request re-issuance in case of a loss or theft of the Card by filing a statement and submitting it to the Bank.

143. To notify the Bank in writing within a one-month term prior to the



expiry of the term of the Card's validity where he/she does not wish that its card be renewed for a new period.

144. The Cardholder returns the Card and the issued additional card of the Bank immediately upon expiry of its term of validity or in the cases of termination of contractual relations, on the day of the termination notification.

### VIII.10. RESPONSIBILITIES

145. In case of an outstanding transaction, the Bank recovers the Cardholder the value of the unauthorised payment transaction and, where necessary, it restores the Cardholder's Account to the condition in which it would have been prior to the execution of a transaction, immediately and in any case no later than the end of the next business day following the receipt of the notification from the Bank, unless the Bank has reasonable suspicion of fraud, for which the Bank shall notify the relevant competent authorities thereof. The value date for crediting the Cardholder – payee's payment Account is no later than the date on which the Account was debited with the amount of the unauthorised payment.

145.1. The provision of Article 145 shall not apply and the Cardholder shall weather the losses related to the unauthorised transactions ensuing from the use of a lost, stolen or illegitimately acquired card for BGN 100.

145.2. The Cardholder shall weather all losses, irrespective of their size, related to unauthorised transactions if he/she has caused them through fraud or the default on one or more of his/her obligations under Article 75 of the Payment Services and Payment Systems Act (PSPSA), intentionally or due to gross negligence.

146. The parties agree that the Cardholder has violated his/her obligations under Article 75 of the PSPSA due to gross negligence where:

146.1. he/she has stored the Card along with a document containing a PIN written down on it;

146.2. he/she has told the PIN and/or codes pursuant to Section VIII.4 above to a third person, including to a family member or relative;

146.3. he/she has given the Card for use by a third person or has agreed or allowed for the Card to be used by a third person;

147. Upon notification in the manner specified in Article 75(2) of the PSPSA, the Cardholder shall not suffer any property damages ensuing from the use of a lost, stolen or illegitimately acquired Card, except for in the cases where the Cardholder has acted in a fraudulent manner.

148. Upon receipt of the Card, all consequences from actions performed with the Card, as well as all consequences from transactions performed by telling the information about the Card shall be at the expense of the Cardholder.

149. The Cardholder shall face penal and/or civil liability in court in the following cases:

149.1. in case of fraud and wrongful use of the Card;

149.2. if the obligations concerning protection of the Card, PIN, codes under Section VIII.4 above, intentionally or due to gross negligence are violated;

149.3. upon use of a Card with expired term of validity, blocked, deactivated or falsified.

150. The Bank shall not be held liable if the written statement submitted by a third party or a notification by phone about the loss, theft, revocation or use of the Card in any other wrongful manner has wrong contents and the Bank has undertaken the necessary measures related to the blockage of the Card. The Bank is not held responsible for damages, losses or forgone benefits, which could ensue from that.

151. The Bank is not held responsible if a merchant or commercial organisation refuses to accept a payment with the Card for any reason as well as if a payment initiated by the Cardholder cannot be performed with the Card for technical, communication or any other reasons, which are beyond the control of the Bank.

152. The Bank is not held responsible for transactions for which the payment is performed with a Card. This refers to all possible and admissible claims on paid goods or services as well as other disputes, which are directly settled with the affected counterparty.

### VIII.11. DISPUTE RESOLUTION

153. The Cardholder shall object before the Bank to unauthorised and inaccurately performed transactions which feature in the Statement with no undue delay but not later than 13 months from the date of crediting his/her Account. Upon refusal by the Bank or if the decision is not satisfactory, the Cardholder can claim return of the sums from unauthorised or inaccurately performed transactions before the Reconciliation Commission under Article 160 below, before another reconciliation institution, court or arbitration within the scope of the common legal limitation periods. It is believed that the Cardholder has learned about the unauthorised or inaccurately

executed transactions at latest with the receipt of the monthly statement under Article 54 and/or in case, he/she is informed with an SMS or in any other manner by the Bank. The Cardholder should file an objection in writing in an office of the Bank. For any unfounded claims on transactions, the Cardholder shall pay a fee in accordance with the acting Tariff of the Bank.

154. The review of incoming objections shall be made in accordance with the rules of Visa/Mastercard and the provisions of the acting Bulgarian legislation.

155. Upon review of incoming objections by a Cardholder, the Bank is entitled to request and should receive within 5 working days additional documents and information, which are necessary for certification of the objection before the counterparty Bank. After the expiry of this term, the Bank may terminate the review of the objection.

156. The Bank shall pronounce with a written decision on the incoming objection within the term laid down in the PSPSA.

157. If evidence certifying the unfounded nature of the objection is received, the Bank internally debits the Account of the Cardholder with the sum recovered by it over the objection. By signing the Contract and these General Terms and Conditions, the Cardholder gives its unconditional consent for debiting the Account in these cases.

158. At the request of the Cardholder, the Bank initiates arbitration proceedings before Visa/Mastercard for resolving a disputed payment, where all fees and commissions shall be at the expense of the Cardholder.

159. The Bank notifies the Cardholder about all actions undertaken which would bring about an obligation for payment of additional fees and commissions by the Cardholder.

160. Where the decision does not satisfy the Cardholder, the dispute may be referred to the Reconciliation Commission for payment disputes, in accordance with the provisions of the PSPSA and the Rules of Procedure for the Activity of the Reconciliation Commission for Payment Disputes.

161. The Reconciliation Commission shall review objections, which have not been referred for resolution to a court, arbitration court or any other reconciliation institution if no agreement has been reached with the other party.

162. The recordings of all operations made with a payment card are accounting documents within the meaning of the Accountancy Act and are deemed true until proof to the contrary.

### VIII.12. TERM OF THE CONTRACT FOR A DEBIT CARD. TERMINATION.

163. The term of the Debit Card Contract is three years. The term shall be renewed automatically for a new period, if any of the parties has not terminated it unilaterally.

164. Upon failure to renew the Card for a new term of validity, the Contract shall remain in force concerning the Account.

165. The Contract is terminated by the Cardholder:

a. upon one-month written notice for refusal to renew the Card and provided that the Cardholder has cleared all its obligations to the Bank;

b. upon one-month written notice at any point in time of the Contract's effect and provided that the Cardholder has cleared all its liabilities before the Bank and has returned the Card at the time of filing the statement.

166. Upon default on the obligation to return the Card in the Bank, the Cardholder shall be responsible for all transactions performed with it after the date designated for its return as well as for any obligations ensuing from these transactions.

167. The Bank shall be entitled to unilaterally terminate the Contract, without a notice, in the following cases:

a. upon default of the Cardholder on any obligation and/or responsibility under these General Terms and Conditions;

b. if the Cardholder has not received the Card upon expiry of a six-month term from the conclusion of the Contract or the re-issuance/renewal of the Card.

168. The Bank is entitled to unilaterally terminate the Contract with a two-month written notice.

169. By terminating the Contract, the right of the Cardholder for the use of the Card shall be terminated (the Card is deactivated), all receivables of the Bank under the Contract become callable.

170. The closure of the Account by the Cardholder and the use of the funds in the Account, if any, are allowed 30 days after the termination of the Contract but not before all the transactions performed with the Card are accounted for, when the Card is returned and all other due interest, fees and commissions related to the use of the Card or with the Account are cleared.

171. The termination of the Contract does not relieve the Cardholder of the obligation to clear all its liabilities to the Bank related to the use of the

Card.

172. If the Cardholder terminates the Contract, he/she shall not owe fees and commissions for the termination.

## IX. RAIFFEISEN ONLINE

173. This section governs the relations between the Bank and the Client being an ONLINE User, namely a private individual authorised to inspect the balance (passive access) and/or to inspect the balance and to sign and send requests for payment transactions, forms and requests (active access).

174. The service offered via an e-channel for access by the Bank which is subject to these General Terms and Conditions is the Online Banking product (via the website of the service or through a specialised application for mobile devices) hereinafter referred to as Raiffeisen ONLINE.

175. Raiffeisen ONLINE offers the following opportunities to the Client:

175.1. Receipt of up-to-date information about the balance of an account(s);

175.2. Receipt of information about account(s) activity;

175.3. Information about foreign currency exchange rates.

176. E-channel for access – banking via a website of the service offers the following possibilities:

176.1. For users with passive and active access:

176.1.1. Receipt of up-to-date information about the balance of an account(s);

176.1.2. Receipt of information about account(s) activity;

176.1.3. Information about bank card balances and activities;

176.1.4. Information about deposits;

176.1.5. Information about loans;

176.1.6. Information about foreign currency exchange rates;

176.1.7. Information about contractual funds;

176.1.8. Access to statements for accounts and products

176.1.9. Creation and review of e-requests for banking products and services:

176.1.10. Changing the username and password for access to the system;

176.1.11. Reference about the time of use of the system by the relevant ONLINE user;

176.1.12. Mailbox;

176.1.13. Shortcuts to any of the functionalities;

176.1.14. Customisation of the user view.

176.2. For users with active access:

176.2.1. Ordering internal bank and inter-bank transfers and requests for direct debit in local currency;

176.2.2. Ordering wire transfers in a foreign currency;

176.2.3. Completing e-forms and requests for deposits and sending additional documents required for a specific type of wire transfers;

176.2.4. Exchange of foreign currency between accounts of the Client at the Bank;

176.2.5. Generation of an automatic payment request for e-invoices where the user uses the service E-Invoice of Bankservice AD;

176.2.6. Signing and sending requests for payment transactions upon active access in Raiffeisen ONLINE;

176.2.7. Creating, activating and deleting of payment orders for regular transfers.

176.2.8. Signing and sending e-requests for banking products and services:

176.2.9. Opening and closure of deposits;

176.2.10. Active transactions with contractual funds (subscription of shares, transfer of shares and buy-back). The services Information about contractual funds and Active transactions with funds are accessible only to clients of Raiffeisen Asset Management.

176.2.11. Regardless of the number of payment transactions entered for execution by the Client in functionality grouped order of the "Packet transfer in euros to EEA" banks apply the payment rules and restrictions that the client has declared for the type of grouped payment.

176.3. Bill payments

176.3.1. Single payments

176.3.2. Subscription for executing bill payments

- with confirmation of each payment

- automatically

176.3.3. Changing and deleting a subscription for bill payments

177. The e-channel for access – banking through a custom application for mobile devices (smartphones, tablets, etc.) offers the following possibilities:

177.1. For users with passive and active access:

177.1.1. Receipt of up-to-date information about the balance of an

account(s);

177.1.2. Receipt of information about account(s) activity;

177.1.3. Information about bank card balances and activities;

177.1.4. Information on deposits;

177.1.5. Information on loans;

177.1.6. Other information services about the banking products used and services, news, etc.

177.2. For users with active access:

177.2.1. Ordering internal bank and inter-bank transfers and requests for direct debit in local currency;

177.2.2. Ordering wire transfers in a foreign currency;

177.2.3. Exchange of foreign currency between accounts of the Client at the Bank;

177.2.4. Signing and sending requests for payment transactions upon active access in Raiffeisen ONLINE.

177.3. Bill payments

177.3.1. Single payments

177.3.2. Subscription for executing bill payments

- with confirmation of each payment

- automatically

177.3.3. Changing and deleting a subscription for bill payments

178. For active transactions at Raiffeisen ONLINE, the means for authorisation under Article 176.2 and Article 177.2. are:

178.1. one-off authorisation code with temporary term of validity sent by the Bank via an SMS to a mobile phone number registered with a mobile operator on the territory of the Republic of Bulgaria, in the name of the relevant user;

178.2. one-off authorisation code generated by a Token device;

179. the Bank does not perform payment transactions at Raiffeisen ONLINE upon default of the ONLINE user on the authorisation terms and conditions;

180. When ordering transfers between the personal accounts of Clients who are private individuals registered in Raiffeisen ONLINE, the Bank does not require authorisation with any of the above-mentioned means.

181. The Bank is entitled to increase or limit the scope of the service of Raiffeisen ONLINE, including changing the technical procedure concerning the performance of the services via e-channels for access. These actions of the Bank are based on changes in the requirements of the acting legislation, security reasons or improvements in the relevant product.

## IX. 1. REGISTRATION FOR USE OF RAIFFEISEN ONLINE

182. To use the services of Raiffeisen ONLINE, the Client completes an Application and Contract or any other Request for registration whose contents and form are determined by the Bank. If the registration for the service is done electronically, the customer receives the following rights: information for accounts and products, transfer between own accounts and bill payments.

183. By submitting the request in accordance with Article 182 in an office of the Bank or electronically on [online.rbb.bg](http://online.rbb.bg) or the custom application for mobile devices (smartphones, tablets, etc.), the Client declares that he/she is familiar and accepts these General Terms and Conditions. The Client shall oblige to familiarise the ONLINE User with these General Terms and Conditions.

184. The contractual relations between the Bank and the Client concerning the use of Raiffeisen ONLINE shall enter into force upon signing a request for registration for the service by the Client, provision of access rights to the ONLINE User and once the ONLINE User obtains a username and a password (in a sealed envelope) or after completing the registration on [online.rbb.bg](http://online.rbb.bg) or the custom application for mobile devices (smartphones, tablets, etc.). Relations between the parties shall be governed by these General Terms and Conditions, the concrete conditions specified by the Client in the request for registration, the acting Tariff and the General Terms and Conditions for business activity of the Bank, as well as the User Guidelines published at the website of the Bank: [www.rbb.bg](http://www.rbb.bg) и [online.rbb.bg](http://online.rbb.bg).

185. The ONLINE User gets access to Raiffeisen ONLINE one working day from receipt of his/her username and password in an office of the Bank. The ONLINE user receives an SMS notification on the telephone number from the Application when the PIN-envelope for access to Raiffeisen ONLINE is active.

186. The Bank provides a username and password for access personally to each ONLINE User in an office of the Bank. If the registration is done online, the customer chooses his own username and password at the moment of registration.

187. If the Client has requested the use of active services at Raiffeisen ONLINE in advance, the Client is able to choose the manner in which the

ONLINE User will authorise the requests made in accordance with Article 176.2 and Article 177.2, by specifying this in the request for registration for the service and provision of bank services.

188. If the one-off code sent by the Bank via an SMS is selected as the method of authorisation of active transactions, the Client must specify in the Request for Use a mobile phone number of a mobile operator registered on the territory of the Republic of Bulgaria. The ONLINE User will receive to the said mobile phone number a single code for confirmation of a wire transfer or e-request that contains details of the operation.

The Bank shall not be responsible when the ONLINE User fails to receive the SMS sent due to Client's lack of contractual relations with the mobile operator and/or for technical reasons related to the mobile operator or technical means of the ONLINE User (e.g. lack of coverage, roaming, turned-off phone, etc.) or if the ONLINE User has changed his/her phone number without notifying the Bank, as well as in case of a loss or theft.

189. The tokens are issued in an office of the Bank for a fee for use, in accordance with the acting Tariff of the Bank.

190. The token and the one-off code sent by the Bank via an SMS shall serve for authorisation only in the system of Raiffeisen ONLINE and cannot be used for any other purposes, unless the Bank and the Client have agreed in writing otherwise.

## IX.2. USE OF E-SERVICES

191. The access to Raiffeisen ONLINE shall be made on the internet address [www.online.rbb.bg](http://www.online.rbb.bg), the official website of Raiffeisenbank (Bulgaria) EAD, <https://www.rbb.bg> or via custom application of Raiffeisen ONLINE for mobile devices according to the Security Instructions published by the Bank.

192. The Bank shall have the right to require additional verification for the sign in of the ONLINE user through one-time password, sent by the Bank via SMS to the user's mobile number for contact, specified in the request for Raiffeisen ONLINE.

193. The ONLINE user has the right to choose a quick access to the specialised application for mobile devices once the user is identified with username and password for Raiffeisen ONLINE. The enabling of the quick access to the mobile application is done according to the published Security Instructions. The quick access to the mobile application does not cancel or change the username and password of the ONLINE User.

194. All actions performed on behalf of the Client after the successful identification of the ONLINE User by entry of a user name and password and/or authorisation with a token, one-off code sent by the Bank via SMS are validly signed written statements binding the Client. Identification with a user name and password, token, one-off code sent by the Bank via an SMS has the effect of an electronic signature within the meaning of the Electronic Document and Electronic Signature Act and has the effect of a legally valid signature within the meaning of Article 8 of the Accountancy Act.

195. The Bank's execution of wire transfers in a local and foreign currency, transfers between local and foreign persons, payment of remuneration and other active transactions ordered by the ONLINE User via Raiffeisen ONLINE is performed in compliance with the requirements of the acting regulations and those for their application.

196. The Bank requires the provision of the necessary documents in electronic or hard copy, in accordance with the requirements of the acting legislation and the General Terms and Conditions of Business Activity of the Bank currently in force.

197. The payment requests received via Raiffeisen ONLINE requested by the ONLINE User are processed in the regular term of the Bank determined in the acting Tariff of the Bank, in accordance with the legally established terms.

198. The Bank may require additional confirmation of an electronic payment order by contacting the ONLINE user, even when the order is signed by means of authorization. The telephone number provided in the request for Raiffeisen ONLINE is used for this purpose. The Bank reserves the right to delay or deny the execution of electronic payment order in case:

- The Bank could not reach the ONLINE user
- There is doubt about the authenticity of the ONLINE user

199. Where a deposit whose request for opening is sent via Raiffeisen ONLINE is an off day or where the deposit was made after 5 pm on a working day, the next working day will be considered as the date of opening the deposit.

200. All debit and credit records in the Client's accounts will be regarded as final after the end of the accounting day.

201. The Bank will reserve the right to request from the Client additional information and/or Declaration in accordance with Article 66(2) another

applicable provisions of the Measures Against Money Laundering Act, with reference to the execution of a specific transaction. In case of refusal by the Client to fill in such a declaration, the Bank will notify the Financial Intelligence Division at the National Security State Agency in writing, in accordance with the provisions of Article 72 of the Measures Against Money Laundering Act.

202. The ONLINE user has access to electronic statements in Raiffeisen ONLINE. The statements are stored at the system up to 18 months after their issuing.

203. In case the ONLINE user would like to have access to the statements for longer period the user should archive their statements on hardware storage device for the current year.

204. The Bank has the right to impose restrictions for transactions via Raiffeisen ONLINE, which ensue from the requirements of the acting legislation, internal rules of the Bank, these General Terms and Conditions and the maintenance of the necessary system security.

205. The Bank has the right to temporarily or permanently add a new service or block existing services performed in Raiffeisen ONLINE without a notice.

## IX.3. USE OF A HARDWARE DEVICE - TOKEN

206. Based on a written copy by the Client, the Bank offers the ONLINE User a hardware device for user identification, a token (hereinafter referred to as "token") with a personal identification number (PIN). The token is an authorisation means when performing active transactions, in particular when signing and/or sending requests by the ONLINE User to the Bank on behalf and at the expense of the Client.

207. Upon receipt of the token, the ONLINE User bears joint responsibility with the Client for all consequences and actions performed with it.

208. The ONLINE User shall face penal and/or civil liability in court in the following cases:

208.1. In case of fraud and wrongful use of the token;

208.2. Upon violation of the obligations for protecting the token and the PIN.

209. The Bank shall not be held liable in case of a transaction with a token which is lost, stolen, revoked or used in any other wrongful manner, in combination with a properly entered PIN.

210. The Bank shall not be held liable if the written statement submitted by a third party or a notification about the loss, theft, revocation, falsification or use of the token in any other wrongful manner has wrong contents or has been falsified, and the Bank has undertaken the necessary measures related to the blockage of the token.

211. The ONLINE User is obliged, upon obtaining the token, to replace the relevant personal identification number (PIN).

212. The ONLINE User is obliged to store the token and to use it only personally, with the care of a good merchant and in compliance with the conditions for its activation and use, including the instruction for using the token appended to these General Terms and Conditions.

213. The Bank is obliged to provide a new token free of charge upon a defect in the device within 1 year and 6 months from its receipt.

214. Upon loss/theft of the device, the Bank shall provide the Client a new token for a pay at the price valid at the time, in accordance with the acting Tariff of the Bank.

## IX.4. Bill payments in Raiffeisen ONLINE

215. The Bank offers to its customers the possibility for payments – single or periodic - of bills to utility providers for payments of pending utility bills through Raiffeisen ONLINE. "Utility bill" means a monetary payment for used utility services to the provider of that service (for example water, electricity, heating, gas, Internet, telecommunications, TV, etc.), which the ONLINE user has chosen to pay in Raiffeisen ONLINE.

In order to provide the service for bill payments, the Bank has concluded a contract with an intermediary, with which the utility service providers have established relations. The Bank receives from the intermediary information for the exact amount of the bill and the deadline for the payment.

The Bank is not a party in the contract for the utility service between the user and the provider, respectively, the Bank is not liable: a) for the quality and actual provision of the utility service (unless the service is not provided due to not paid bill by the Bank's fault) or b) for whether the bill payment corresponds to the actually used utility service.

216. The functionality for bill payments is available only for the ONLINE user who is also the account holder, of which the bill payment is initiated.

217. The confirmation for bill payment does not require a confirmation via additional means of authorization.

218. The ONLINE user has the option to choose one of the following



methods for bill payment:

218.1. Automatic bill payments: the payments are executed without confirmation of each payment.

218.2. Automatic bill payments to a specified limit by the ONLINE user: bill payments to the specified amount are executed automatically, each payment above the specified limit should be confirmed by the ONLINE user

218.3. With confirmation of each payment

219. The bank daily checks the information system of the intermediary for existing unpaid bills. The check is made for the identification data (subscriber number, customer number, etc.) given by the ONLINE user at the subscription for the bill payment. The data must be sufficient for authenticating the user of the utility service information system of the intermediary. The intermediary provides the bank with the information about the existing bills, after which the payment can be made according to the chosen method in Article 218.

220. The Bank is not responsible for the completeness and reliability of the data from the information system of the intermediary considering the existence of the existing bill, its amount or payment period to the utility service provider. The payment periods of existing bills are defined in the contracts between the utility service provider and the respective customer. For information about these periods the customer should contact the provider of the service.

221. In the cases under Article 218.1, as well as in the case of automatic payment of accounts to the limit according to Article 218.2, the payment is made after the Bank has received information from the intermediary about the amount of the existing bill and the payment period.

222. The Bank makes payments up to the amount available on the bank account, from which the ONLINE user has ordered the payment of the bill. In case there is insufficient funds for the payment of the existing bill and for the Bank fee for this service, the transaction is rejected due to insufficient funds and a new bill payment is created, which requires confirmation from the ONLINE user until the deadline for the payment of the bill expires. In this case, if the bill remains unpaid, the Bank is not responsible for any losses of the ONLINE user or third parties.

223. The Bank does not execute partial payments of bills.

224. The Bank executes bill payments in order of their arrival from the suppliers.

225. After the account of the customer is debited with the amount of the bill payment, the Bank provides the intermediary with the information that the bill has been paid.

226. The Bank provides the opportunity of receiving e-mail notifications regarding the requested bills payments. Types of e-mail notifications:

226.1. Incoming bill payment which needs to be confirmed – when confirmation of each payment is chosen;

226.2. Successful payment – on a successfully made bill payment;

226.3. Failed payment – failure due to insufficient funds or other reason.

227. For the bill payments through Raiffeisen ONLINE, the ONLINE user owes fees, in accordance of the active Tariff of the Bank, valid for the period during which the payment is made. By using bill payments, the customer gives his explicit consent to the Bank to collect the applicable fees for bill payments. The Bank collects a fee for each bill payment at the time of the transaction.

228. The client is informed that in order to perform the bill payment service, the Bank provides the intermediary with data identifying the user of the utility service to the respective provider, e.g. customer number / subscriber number or more.

229. Termination of subscriptions for bill payments:

229.1. The Customer may terminate the subscription for bill payments at any time through Raiffeisen ONLINE

229.2. The Bank terminates the bill payment upon closure of the current account with which the subscription is made.

229.3. The Bank may terminate the bill payments unilaterally, with two months notice.

229.4. The Bank may terminate bill payments unilaterally, without notice, upon termination of the contract between the utility provider and the intermediary or upon termination of the contract between the Bank and the intermediary.

### **IX.5. Regular Transfers in Raiffeisen ONLINE**

230. Raiffeisen ONLINE offers the possibility for the ONLINE user to create payment order for executing of regular transfers on a predefined frequency by the user.

231. The order for executing of regular transfers is a pre-signed standard form of a payment order that is executed on a predetermined by

the ONLINE user frequency and date.

232. After creating the regular payment, the ONLINE user have to activate its execution via the chosen means of authorization for the ONLINE user. The Bank starts the execution of the regular transfer after it is activated by the user.

233. The Bank executes the payment orders for regular transfers in the order of their activation and up to the available amount of the bank account from which the ONLINE user has ordered the regular payment.

234. The Bank does not execute partial payments of bills.

235. The Bank executes the regular transfers in accordance with the terms of execution of payment services, appointed in the Tariff of the Bank.

236. For execution of regular payment via Raiffeisen ONLINE, the ONLINE user owes fees, in accordance of the active Tariff of the Bank, valid for the period during which the payment is made. By activating of the regular transfers, the customer gives his explicit consent to the Bank to collect the applicable fees for the service. The Bank collects a fee for each regular transfer at the time of the transaction.

237. Termination of service::

237.1. ONLINE User may cancel the regular transfer only through Raiffeisen ONLINE within 1 working day prior to the scheduled date of the regular transfer.

237.2. The Bank terminates the regular payment upon closure of the current account with which the regular payment is ordered.

237.3. The Bank may terminate the regular transfer unilaterally, with two months notice.

### **IX.6. OBLIGATIONS AND RESPONSIBILITIES**

238. The Client shall be responsible and is bound by all actions performed on its behalf, upon receipt of access of the ONLINE User to Raiffeisen ONLINE based on a positive electronic identification and authorisation, in accordance with the Electronic Document and Electronic Signature Act.

239. The Client shall be obliged to secure access and to execute transactions in Raiffeisen ONLINE only on his/her behalf and the ONLINE Users authorised for the purpose, in accordance with these General Terms and Conditions.

The ONLINE User shall be obliged to keep in secret his/her password, his/her personal identification number for access to the token as well as other means for electronic identification and authorisation provided by the Bank by taking all necessary measures for preventing third parties from knowing them; not to record the PIN, any other similar code or authentication information in a way which allows another person to get to know it, including on the token, mobile phone or any other item which he/she carries with them.

240. The Bank accepts the positive validation of the password and other means for electronic identification and authorisation provided to the ONLINE User as sufficient evidence about his/her identity. The Bank shall not be obliged to perform additional actions for certifying the identity of the ONLINE User.

241. The following cases represent default on the obligations of the ONLINE User in accordance with Article 75 of the PSPSA due to gross negligence:

241.1. The acquisition of the password and other means for electronic identification and authorisation provided by the ONLINE User by a third party due to default on the Security Instructions of the Bank which are an inalienable part of these General Terms and Conditions;

241.2. Where an Internet payment unauthorised by him/her is performed from a PC located in the home of the ONLINE User, in the office where he works, or from any other device under its control;

241.3. Where an Internet payment unauthorised by him is authorised via a user name and password, token, one-time code sent by the Bank via an SMS;

241.4. When the ONLINE user does not access Raiffeisen ONLINE directly through <https://online.rbb.bg>, the official website of Raiffeisenbank (Bulgaria) EAD, <https://www.rbb.bg> or via custom application of Raiffeisen ONLINE for mobile devices.

242. In case a third party uses the password and other means of electronic identification and authorisation provided to the ONLINE User in an unauthorised manner, the Bank shall not be held responsible for Client losses resulting from the actions of a third party if the acquisition of the password and other means for electronic identification and authorisation provided to the ONLINE user by the third party and the relevant payments have taken place under the hypotheses of Article 241.

243. The users of the services who are not users within the meaning of PSPSA are wholly responsible for all transactions by unauthorised persons, as a result of unauthorised access.

244. The Bank shall not be held liable for claims on paid goods or

services as well as in case of other disputes, which are directly settled with the affected counterparty.

245. The Bank shall not be held responsible for delay or default on a payment request as a result of or in connection with inaccuracies or errors in the filling out of the information, in case of force majeure, due to technical problems, lack of Internet connection, disturbances along the lines, etc., except for in the cases where the damages have occurred as a result of gross negligence on behalf of the Bank.

246. For use of Raiffeisen ONLINE, the Client shall pay fees and commissions in accordance with the acting Tariff of the Bank.

247. By accepting these General Terms and Conditions, the Client shall give his/her unconditional and irrevocable consent and authorise the Bank to charge his/her account opened at the Bank with the sums of the fees and commissions owed by the Client.

248. The Client shall be obliged to secure in his/her account in the Bank sufficient funds, which are necessary to cover all, his/her requests, obligations to the Bank or third parties occurring as a result of the use of Raiffeisen ONLINE. Where there the Client's payment account has no sufficient cash for executing the payment transaction, the Bank refuses to execute the payment request. The revoked payment request obtains status "Deleted" with which it will be deemed that the Bank has notified the Client that the payment request will not be executed.

#### **IX.7. BLOCKING RIGHT TO ACCESS**

249. The Client/ONLINE User shall be entitled to order blockage of the right to access, without the need to specify a specific reason to this end.

250. The Client/ONLINE User shall be obliged to notify the Bank immediately in case of:

250.1. Justified doubt that the password for access and/or other means for electronic identification and authorisation provided by the Bank, respectively: have become known to third unauthorised parties, have been forgotten, have been technically destroyed or damaged;

250.2. A transaction has been detected in the account which has not been ordered on behalf of the Client;

250.3. An inaccuracy or discrepancy in the particulars (sum, beneficiary, etc.) has been established in a transaction ordered by the Client.

The notification about blockage of access shall be made in writing. Where a notification has been sent by phone, the Client/ONLINE User shall be obliged within one working day from the day of notification to submit in writing a request for blocking the relevant user from the right to access the system.

The Bank shall be obliged to timely block as the case may be: the Client's and/or the ONLINE User's right to access and/or other means for electronic identification and authorisation, upon receiving a notification under this article even if the Client/ONLINE User has acted deliberately or in gross negligence.

251. The Bank shall be entitled to block the access of the Client to the service about Raiffeisen ONLINE where:

251.1. this is necessary due to a reason related to the security of the payment instrument;

251.2. there is doubt about an unauthorised or fraudulent use of the payment instrument;

252. The Bank shall notify the Client about the blockage of access to online banking in advance, where this is possible or immediately after the blockage.

#### **IX.8. TERMINATION OF USE**

253. The Client may terminate the use of Raiffeisen ONLINE at any point in time, provided that there are no outstanding obligations to the Bank.

254. The Bank may unilaterally terminate the Client's use of Raiffeisen ONLINE with a two-month notice for Clients who are private individuals. The use of Raiffeisen ONLINE can be terminated unilaterally by the Bank with no prior notice in the following cases:

254.1. An obligation by the Client, in accordance with these General Terms and Conditions.

254.2. Upon closure of all accounts of the Client.

255. The Bank has the right, at any time and for objective reasons, as well as the Client can request from the Bank to immediately terminate the access to Raiffeisen ONLINE of an ONLINE User designated by him/her and/or to deactivate a means of electronic authorisation and identification provided to it by the Bank which does not terminate the contractual relations between the Client and the Bank.

256. The provisions of Section IX of these General Terms and Conditions shall remain in force until the final settlement of the relations between the parties and the obligations of one of the parties to the other.

*General Terms and Conditions for Payment Accounts and Services, Debit Cards and Raiffeisen ONLINE for Private Individuals*

#### **IX.9. ADDITIONAL TERMS AND CONDITIONS**

257. Where the Bank expands the scope of services at Raiffeisen ONLINE, it will be considered that the Client has consented to it if he/she has requested the service in an office of the Bank or through technical communication means as well as by using the new service for the first time. In these cases, the term under Article 311 for amending these General Terms and Conditions shall not apply. The Bank has the right to temporarily or permanently add a new service or block existing services performed in Raiffeisen ONLINE without a notice.

258. Documents printed by Raiffeisen ONLINE shall be for information purposes only.

#### **X. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES**

259. With reference to the provision of payment services, the Bank shall collect fees and commissions in accordance with the acting Tariff on the Fees and Commissions of Raiffeisenbank (Bulgaria) EAD for private individuals and it will determine interest rates in accordance with the Interest Rate Newsletter of the Bank for Private Individuals and the exchange rates declared in the premises of the Bank and on the website of the Bank: [www.rbb.bg](http://www.rbb.bg)

260. The changes in the exchange rates will apply immediately and with no prior notice.

261. The Client shall be deemed informed about the changes in accordance with Article 270 below, with their notification in the premises of the Bank and their publication on the webpage of Raiffeisenbank (Bulgaria) EAD – [www.rbb.bg](http://www.rbb.bg).

262. Changes in the Interest Rates shall be performed and shall enter into force with regard to the Client, in accordance with the provisions of Article 311 and Article 315 below.

263. Where the changes in the interest rate are more favourable for the Client, they shall apply without prior notice.

264. In the case of payment transactions which take place in the currency of a Member State within the meaning of the PSPSA, and where both the Payer's Bank and the Beneficiary's Bank are located within the EU the beneficiary under the payment request shall pay the fees owed to the Bank of the beneficiary and the payer shall pay the fees owed by the Bank of the payer - Shared Expense Clause (SHA).

265. For payment transactions executed in a currency other than the currency of a Member State within the meaning of the PSPSA, and where both the Bank of the payer and the Beneficiary's Bank are located within the territory of the EU, the beneficiary under the payment request shall pay the fees owed to the Bank to the beneficiary and the payer shall pay the fees owed by the Bank of the payer - Shared Expense Clause (SHA).

266. Where the Bank of the payer is established outside the EU, the Client can request transfers with clauses for costs entirely at the expense of the payer (OUR), entirely at the expense of the beneficiary (BEN) or shared (SHA).

267. Where upon execution of the PT, the Bank, at the request of the Client, must convert the sums under the PT on another transaction, where the Bank will perform the exchange under the relevant exchange rate of the Bank for the day of PT execution. The Bank shall publish the exchange rates of the website and shall provide his/her clients in its premises.

268. Where due to transactions, interest rates, fees, commissions, exchange rate fluctuations and other transactions, the balance on a payment account falls below the minimum non-reducible remainder or enters into an unauthorised overdraft, the Client shall be obliged to immediately, but not later than 10 days from the date of entry into an unauthorised overdraft or reduction below the minimum non-reducible remainder, charge his/her account at least with an amount which is sufficient to cover the unauthorised overdraft and minimum non-reducible remainder. Upon default, the Bank can deactivate the payment Card (upon the issue of one to the account) and/or based on a bank statement of the Client to resort to enforcement for the collection of the sums owed in the legally prescribed manner. In this case, the Bank shall be entitled to undertake actions in accordance with the acting Bulgarian legislation, inclusive to close the account.

#### **XI. COMMUNICATION EXECUTION PROCEDURE**

269. Communication between the Bank and the Client takes place in writing on a hard copy or any other durable medium, or by means for remote communication: fax, e-mail, via access to electronic statements or any other means negotiated by the client.

270. Where the Client chooses to use the service Raiffeisen Electronic Statements as a means of correspondence with the Bank, thereby expressly

giving his/her consent and irrevocably authorising the Bank for any statements-related information to be provided via the selected service and in accordance with the frequency of receipt of the statements/correspondence selected by the Client.

271. The necessary information beyond the case of Article 270 will be provided to the Client once a month in the premises of the Bank. Where the Client fails to look up for the specified information within 3 (three) months, it will be deemed that it has been duly provided.

272. The Client gives his/her consent for the Bank to send an SMS, e-mail, another kind of electronic message and/or letter to a mobile phone, e-mail address, mailbox he/she has designated with information about a payment card for the transactions performed with a payment card and the Card-related sums due as well as to send him/her advertising and other messages about products, services and promotions offered by the Bank.

273. The client agrees the Bank to send messages to his mobile phone for contact with information for credit movements on his/her current account/current account with an issued debit card/saving account, under the conditions described in Article 273 - 279 below. The message contains information about the amount of the transfer/cash deposit and the actual balance of the account.

274. The Bank shall send to the Client messages for incoming transfer in BGN, incoming transfer in foreign currency, cash deposits, interest charges account drawdown, etc.. to his/her current account/current account with an issued debit card/saving account. A message shall not be sent for any kind of incoming amounts less than 5 (five) units of currency.

275. The Bank shall send messages for Account credit movements between 07:00 and 21:00 h. every day of the week If Client provided to the Bank mobile number on registered in the Republic Bulgaria mobile operator.

276. The Client shall receive the message usually within 2 (two) hours after completion of the transaction. There might be delays caused by circumstances outside of the control of the Bank.

277. The Bank shall not be deemed responsible in case if the mobile operator does not transmit the message at all or transmit is untimely as well as in cases when due to circumstances beyond the control of the Bank (stopping electricity power, earthquakes and other disasters and force majeure) separate messages could not be sent or received respectively by the Client.

278. The Bank shall not be deemed responsible if the Client does not receive the sent message, because of lack of contractual relationship between the Client and the service provider, technical reasons related to mobile services (eg. a lack of range, roaming coverage, disconnected telephone, etc.) or if the client has changed his phone number without having notified the Bank or if the client has changed the mobile operator keeping the same telephone number, but the original mobile operator does not cooperate properly to redirect the message.

279. The client has the right to request deactivation of the service on telephone number 0700 1000 (for subscribers of Vivacom) / 17 21 (for subscribers of A1 and Telenor) or by submitting a written request in Bank's office.

280. The address for correspondence of the Client specified in the Application and Contract and/or any other form shall be deemed the address of correspondence to which the Bank will send notifications, notices and other documents envisaged in these General Terms and Conditions. Where the Client has changed his/her address without timely notifying the Bank in writing about his/her exact new address of correspondence, all notifications and notices to his/her old address shall be deemed validly received with the certification of a courier service, by mail or any other hand-in officer that the addressee was not found at the specified address. Upon change of the Bank's address of management specified in these General Terms and Conditions, the Client shall be deemed notified about its new address of management from the time of declaring the change in the electronic Commercial Register at the Registry Agency which is public.

281. The Client shall be obliged to immediately notify the Bank about changes occurring in the originally completed data in the Application and Contract. Or else all notifications, etc. sent by the Bank to the address specified in the Application and Contract shall be deemed duly handed in with the send-out of the address.

282. The official address for correspondence is Bulgarian.

## **XII. PROTECTIVE MEASURES IN THE PROVISION AND USE OF PAYMENT SERVICES**

283. The Client shall object before the Bank to unauthorised and inaccurately PT with no undue delay but not later than 13 months from the date of crediting his/her account. Upon refusal by the Bank or if the decision is not satisfactory, the Client can claim return of the sums from

unauthorised or inaccurately performed transactions before the Reconciliation Commission under Article 298 below, before another reconciliation institution, court or arbitration within the scope of the common legal limitation periods.

284. Where a PT is unauthorised, the Bank of the payer refunds the Client the value of the unauthorised PT immediately and in any case but not later than the end of the following business day from the receipt of a notification about an unauthorised PT unless the Bank has reasonable suspicions of fraud for which the Bank notifies the relevant competent authorities thereof. The value date for crediting the payer's payment account is no later than the date on which the account was debited with the amount of the unauthorised payment transaction.

285. The provisions of Article 283 and Article 284 shall not apply and the Client shall weather the losses related to all unauthorised payment transactions ensuing from the use of a lost, stolen or illegitimately acquired payment instrument of up to BGN 100.

286. The Client shall weather all losses related to unauthorised PT if he/she has caused them through fraud or the default on one or more of his/her obligations under Article 239, intentionally or due to gross negligence. In these cases, the Client shall weather the damages, irrespective of their size.

287. After the time of notification in the manner specified in Article 250 above, the Client shall not suffer any property damages ensuing from payment requests performed via Raiffeisen ONLINE, except for in the cases where the Client acted through fraud.

288. The Bank of the payer shall be held responsible before him/her for the exact execution of the PT where the payment request has been submitted by the payer. Where the Bank of the payer proves that the Bank of the beneficiary has received the sum specified in the PT within the term of Article 33. – Article 35, after receiving the payment request by the payer, the Bank of the beneficiary shall be held responsible for the accurate execution of the PT.

289. Where the Bank is in the role of the payer's Bank and is held liable under Article 288, it will timely recover the payer the sum of the outstanding and inaccurately executed payment transaction and, where applicable, restores the credited payment account to the condition in which it would have been prior to the execution of the inaccurately executed PT.

290. Where the Bank is in the role of beneficiary's Bank and is held responsible under Article 288, it will immediately provide the beneficiary the sum under the payment transaction and, where applicable, will credit the payment account of the beneficiary with the relevant sum.

291. Where the payment request is submitted by or through the beneficiary, the beneficiary's Bank shall be held responsible before the beneficiary for the accurate transmission of the payment request of the payer's Bank, in accordance with the terms and conditions specified in the direct debit payment request and in accordance with the applicable deadlines of the settlement systems. Where the Bank is in the role of the beneficiary's Bank and is responsible under this article, it will immediately transmit the relevant payment request of the payer's Bank.

292. The beneficiary's bank is responsible before the beneficiary if it fails to duly execute the payment transaction within the terms under Article 37 and secures the beneficiary the sum under the payment transaction immediately after learning that its account has been credited.

293. Where a PT is not executed or is inaccurately executed for which the beneficiary's Bank is not responsible under Article 291 and Article 292, the payer's Bank shall be held responsible before the payer and shall redeem the payer with no undue delay the sum of the non-executed or inaccurately executed payment transaction as well as the sums necessary for bringing the payment account to the condition in which it would have been prior to the execution of the inaccurately executed payment transaction.

294. Where a payment transaction requested by the beneficiary has not been executed or has been inaccurately executed, the beneficiary's Bank shall undertake actions upon request within the scope of due care for tracking the payment transaction and shall notify the recipient about the result without fee for the recipient.

295. In the event of late payment of a PT, the beneficiary bank shall, upon request of the Bank to the payer acting on behalf of the payer, validate the beneficiary payment account with a value date no later than the date on which the account would have been credited if the PT has been implemented without any delay.

296. The Client may object to the crediting of his/her account and to request from the Bank recovery of the entire sum with which his/her account was credited, within fifty-six days from the day of crediting, if the PT was ordered by or through the beneficiary and in keeping with the following conditions:

296.1 As at the time of issuing a PT execution permit, no exact value is specified; and

296.2 The value of the PT exceeds the value expected by the payer with a view to his/her previous costs for such transactions.

296.3 The Client provides to the Bank evidence concerning the presence of conditions pursuant to Article 296.1 and Article 296.2.

297. The Client is not entitled to recovery under Article 296 if he/she gave his/her consent and was informed about the forthcoming crediting of the account at least twenty-eight days prior to crediting the account.

298. Within 10 working days from receiving the request, the Bank shall recover the Client the entire sum of the PT or shall refuse to recover it by specifying the grounds for the refusal. If he/she does not accept the grounds for the refusal, the payer can object before the Reconciliation Commission for payment disputes or before the competent Bulgarian court.

299. In the cases of Article 296.2, the Client cannot refer to reasons related to foreign currency exchange if the exchange has been made at an exchange rate agreed with the Bank.

### **XIII. TERM OF CONTRACT FOR AN ACCOUNT. TERMINATION**

300. Contracts concerning the opening and running of payment accounts as well as other contracts related to the provided payment services shall be concluded for an indefinite term.

301. Contracts concerning the opening and running of payment accounts as well as other contracts related to the provided payment services shall be terminated and the accounts opened based on this Contract shall be closed:

301.1. upon mutual written consent of the parties

301.2. unilaterally by the Client with a one-month written notice where the Client has no obligations to the Bank as at the time of notice expiry.

301.3. unilaterally by the Bank with a two-month written notice.

302. Upon termination of the Contract, the Client shall pay the fees for payment services charged periodically under the Contract for the expired period of Contract effect. If such fees are paid in advance, they will be recovered pro-rata for the term of termination.

303. Upon termination of the Contract, the Client shall not pay fees and penalties for the termination if 6 months from conclusion of the Contract have passed.

304. Articles 300 - 302 and the provisions of Section XV below shall not apply upon termination of the Application and Contract for opening and servicing a bank account and upon provision of bank services and other contracts referring to the payment services provided due to default on an obligation of either party.

### **XIV. SWITCHING**

305. The Bank provides a switching service. According to of the Payment Services and Payment Systems Act (PSPSA) the Bank in the capacity of the Receiving payment service provider initiated switching service process or support for switching process in her capacity of Transferring payment service provider after receipt of the authorisation from the Client. In the case of two or more holders of the account, authorisation shall be obtained from each of them.

306. The Client can switch from and to payment account opened in the Bank executing of existing standing orders for credit transfers, direct debit mandates, credit transfers, incoming credit transfers and transfer any remaining positive balance to the payment account opened with or without closing the switched payment account.

307. The Bank provides a switching service between payment accounts held in the same currency.

308. With authorisation/ application under Article 305 of these General Terms and Conditions, Client give consent:

308.1. for implementation of Transferring payment service provider to carry out all tasks in switching process:

308.1.1. Within two business days from receipt of the authorisation, the Receiving payment service provider shall request the Transferring payment service provider to carry out the following tasks:

308.1.1.1. within five business days to send:

- A list of the existing standing orders for credit transfers and available information on direct debit mandates;

- The available information about recurring incoming credit transfers and creditor-driven direct debits executed on the consumer's payment account in the previous 13 months;

308.1.1.2. To stop:

- Accepting direct debits and incoming credit transfers with effect from the date specified in the authorisation;

- Cancel standing orders with effect from the date specified in the authorisation;

308.1.1.3. Transfer any remaining positive balance to the payment account opened or held with the Receiving payment service provider on the date specified by the consumer;

308.1.1.4. Close the payment account held with the Transferring payment service provider if there are no existing obligations.

308.2. for implementation of the Receiving payment service provider to carry out all tasks in switching process:

308.2.1. Within five business days of receipt of the information requested from the Transferring payment service provider as referred to in Article 308.1.1 of these General Terms and Conditions, the Receiving payment service provider shall, carry out the following tasks:

308.2.1.1. Set up the standing orders for credit transfers requested by the consumer and execute them with effect from the date specified in the authorisation;

308.2.1.2. Make any necessary preparations to accept direct debits and accept them with effect from the date specified in the authorisation;

308.2.1.3. Where the consumer not chosen to personally provide the information about new payment account to the payers specified in the authorisation, the Receiving payment service provider inform them of the details of the client's payment account and transmit to the payers a copy of the client's authorisation. If the receiving payment service provider has all the information it needs to inform the payers;

308.2.1.4. Where the consumer not chosen to personally provide the information about new payment account to the payees specified in the authorisation, the Receiving payment service provider inform them of the details of the client's payment account and transmit to the payees a copy of the client's authorisation. If the receiving payment service provider has all the information it needs to inform the payees;

308.3. The Client can specifically identify incoming credit transfers, standing orders for credit transfers and direct debit mandates that are to be switched.

309. In case of any financial loss, incurred by the Client and resulting directly from the non-compliance of a payment service provider involved in the switching process with its obligations, claims of damage made directly to the other bank as their refunded by payment service provider is due to client without delay.

310. In case of disputes about switching service the Bank shall pronounce with a written decision on the incoming objection within the term of 15 days. Where the Bank does not pronounce or the decision does not satisfy the Client, the dispute may be referred to the Reconciliation Commission for payment disputes, in accordance with the provisions of the PSPSA and the Rules of Procedure for the Activity of the Reconciliation Commission for Payment Disputes.

### **XV. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

311. The Bank can amend or supplement any time these General Terms and Conditions, the Application and Contract and other contracts concerning the payment services provided by notifying the Client at least two months prior to the date of enforcement of the so-amended or supplemented conditions. The notification can be sent by mail, through the account statement or via the website of the Bank, at the discretion of the Bank.

312. The Client shall be deemed bound by the changes of these General Terms and Conditions, Application-contract and other contracts related to the payment services provided, unless he/she notifies the Bank in writing that he/she does not accept these changes prior to the date of enforcement of these changes. In this case, the Client is entitled to terminate the Application- contract prior to the date of enforcement of the proposed changes.

313. Where the Client fails to declare in writing that he/she does not accept these changes, the same shall be deemed enforced. The Client is entitled to terminate the Contract prior to the date when the changes were proposed to enter into force, without being responsible for expenses and compensations.

314. Where the Bank expands the scope of services which can be used by the Client, it will be considered that the Client has consented to it where, if necessary, he/she requests the service in an office of the Bank or through technical communication means as well as by using the new service for the first time, where in these cases the term under Article 311 applies.

### **XVI. MISCELLANEOUS**

315. For all outstanding issues not present in these General Terms and Conditions and the Application and Contract, the rules of Visa/Mastercard, the provisions of the Payment Services and Payment Instruments Act, Ordinance No. 3 of the BNB on the Terms and Procedure for Opening of Payment Accounts, for Execution of Payment Transactions and for Use of

Payment Instruments, the Credit Institutions Act and all other relevant provisions of the acting Bulgarian legislation shall apply.

316. All disputes related to the interpretation and execution of the Contract and these General Terms and Conditions shall be mutually resolved and in case no consent is reached, the dispute shall be referred to the Reconciliation Commission on Payment Disputes or to the relevant competent court.

317. By signing the Contract and these General Terms and Provisions, the Client shall declare that the Bank provided a sufficient time prior to the signing of these draft General Terms and Conditions and the Client has familiarised with them, including with the entire preliminary information contained in the General Terms and Conditions required under Article 60 of the PSPSA.

318. These General Terms and Conditions shall enter into force on the date of signing the Contract by both parties.

319. In relation to the requirements for protection of personal data, when entering into business relationships, the Bank provides the Client with a Form-information for processing and protection of personal data.

**Date:**.....

**Customers's signature:**.....