

## **GENERAL TERMS AND CONDITIONS FOR PROVISION OF PAYMENT SERVICES, DEBIT CARDS AND RAIFFEISEN ONLINE TO LEGAL ENTITIES**

### **I. GENERAL**

1. The General Terms and Conditions for Provision of Payment Services and Raiffeisen Online to Legal Entities (General Terms and Conditions) aim to inform the legal entities (CLIENT) about the opening and maintaining of payment accounts, issuing debit cards, using Raiffeisen ONLINE and the payment services provided by Raiffeisenbank (Bulgaria) EAD (BANK) described in Section II "Payment Services".
2. The relations between the Bank and the Client regarding payment services and payment instruments – debit cards and Raiffeisen ONLINE – are described in these General Terms and Conditions which include general sections applicable to all payment services and instruments and special sections describing the specifics of debit cards and Raiffeisen ONLINE.
3. These General Terms and Conditions do not replace the commitments undertaken by the CLIENT and the BANK in a Contract – Request for opening and servicing a bank account and provision of banking services to legal entities, an integral part of these General Terms and Conditions.

In case of discrepancy between these General Terms and Conditions and the terms set forth in the specific Contract–Request, the provisions of the specific Contract–Request shall apply.

4. When opening a payment account, the CLIENT receives these General Terms and Conditions, General Terms and Conditions for the business of the BANK and depending on the specific services the CLIENT will use – a Contract – Request for opening and servicing a bank account and provision of banking services to legal entities (including a Specimen with authorized signatures), a Contract – Request for issuing a debit card to a legal entity (for clients who have applied for a debit card for legal entities), General Terms and Conditions for use of Elba International (for clients who have applied for the Elba International service) at the offices or is acquainted with them on the Bank's website. The Client must agree with their content in case s/he decides to use payment services/payment instruments provided by the Bank.
5. The procedure and manner of opening, keeping and closing accounts of budgetary enterprises, including the restrictions and conditions to having payment accounts, shall be determined by instructions of the Minister of Finance and the Governor of the Bulgarian National Bank (BNB).
6. The CLIENT's payment accounts are protected through the participation of the BANK in the Bank Deposit Guarantee Fund up to the amount and under conditions, according to the provisions of the Bank Deposit Guarantee Act, described in Chapter XIII of this document.

### **II. PAYMENT SERVICES**

7. The payment services provided by the BANK to the CLIENT for the execution of payment operations are:
  - 7.1. deposit of cash in a payment account and the related operations for servicing a payment account;
  - 7.2. withdrawal of cash from a payment account and the related operations for servicing a payment account;
  - 7.3. execution of payment operations, including transfer of funds from and to a payment account of the CLIENT, as well as execution of payment operations by Art. 7.3.1 and Art. 7.3.2, where the funds are part of a loan provided to he CLIENT which implies:
    - 7.3.1. execution of direct debits, including one-time direct debits;
    - 7.3.2. execution of credit transfers, including orders for regular remittances;
  - 7.4. payment transactions where a CLIENT's consent to execute a payment transaction is given by means of a telecommunication, digital or information device and the payment is made to the telecommunications or information system or network operator acting only as an intermediary between the CLIENT and the BANK.
  - 7.5. issuing payment instruments and/or accepting payments with payment instruments;
  - 7.6. execution of available money transfers;
  - 7.7. payment initiation services;
  - 7.8. account information services;
  - 7.9. other services that the BANK may create for the CLIENT;

### III. OPENING A PAYMENT ACCOUNT

8. When opening a payment account, the CLIENT shall produce to the BANK the following documents and information:

8.1. uniform identification code or BULSTAT registration certificate;

8.2. an extract from the memorandum of association of the person that opens the account wherein the powers to dispose with its property are set;

8.3. a current certificate for registration of the person that opens the account showing the persons that are managers and representatives of the account holder and their personal data according to an identity document;

8.4. a power of attorney, if any, wherewith the person (persons) that manages and represents the account holder authorizes another person/persons to dispose with the money in the account on behalf of the account holder; the signature of the authorizer must be affixed in the presence of a person authorized by the payment service provider or must be notarized. When authorizing operations for disposal with fixed term deposits, the power of attorney must be notarized.

8.5. personal data as per identity document and a specimen of the signatures of the persons entitled to dispose with the money on the account; the signatures of these persons must be affixed in the presence of an authorized employee of the payment service provider or must be notarized.

9. Changes to the documents under Art. 8.1, Art. 8.2, Art. 8.3, Art. 8.4. and Art. 8.5 have an effect in respect of the BANK only from the time when the BANK is notified in writing about such changes by an authorized person.

10. The documents under Art. 8.2 and Art. 8.3 as well as the documents of amendments thereto shall not be provided by clients who are entered in the trader register under the Registry Agency.

11. The BANK may require also other documents for opening and keeping a payment account and it shall notify about that in advance the person opening the account.

12. The BANK assigns a unique identifier (IBAN) to each opened account which the CLIENT shall provide with each payment order.

### IV. CONSENT FOR EXECUTION AND WITHDRAWAL OF A PAYMENT OPERATION

13. The CLIENT consents to execute the Payment Operation (PO) by signing standard forms of payment orders submitted on paper or electronically.

14. The CLIENT's order or consent as a payer for the execution of the PO may be withdrawn by the CLIENT at any time, but not later than the moment when the PO has become irrevocable. A PO is considered irrevocable after it has been received by the BANK.

14.1. When a PO is executed on the initiative of or through the recipient, the payer may not cancel the payment order after its submission or after the payer has given his consent for the PO to be executed for the benefit of the payee.

15. When the CLIENT who submits a payment order desires a payment order to be executed on a specific day or on the day following the expiration of a specific term, the CLIENT may cancel the payment order by the end of the business day preceding the agreed day at the latest.

16. In case of direct debit, the CLIENT acting as a payer may cancel the payment order no later than the end of the business day preceding the agreed day for debiting his account.

17. After expiry of the deadlines under Art. 14, Art. 15 and Art. 16 above but not later than the receipt of the payment in the recipient's account, the payment order may be revoked only with the consent of the CLIENT and the BANK, and the consent of the recipient of the funds is also required in the cases under Art.16.

18. The BANK may charge a fee for cancellation of the payment order according to the Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders.

19. The payment order shall be withdrawn in writing.

20. The BANK may refuse the execution of a payment order only if:

20.1. the payment order does not contain all prerequisites according to the Contract – Request for opening and servicing a bank account and provision of banking services, these General Terms and Conditions and the General Terms and Conditions for the business of the BANK or if the execution of the payment order would violate Bulgarian law, a court decision or a decision of a public authority;

20.2. The BANK shall notify the CLIENT in writing of the reasons that led to a refusal to execute the payment order unless there is a prohibition to provide such information under another regulatory act.

20.3. In order to limit the risk of unauthorized payment transactions, the Bank reserves the right, in case of payment transactions the consent for which has been given by a proxy, on paper, to seek the Account Holder for explicit confirmation of the transaction and to refuse to accept the order, if no confirmation is received from the Account Holder.

## V. EXECUTION OF PAYMENT OPERATIONS

21. The time when a payment order is received is the time at which the BANK receives the payment order submitted directly by the CLIENT or indirectly by or through the payee as agreed between the parties for receiving the payment order under Art. 13.

22. Where the time of receipt is not a business day for the payer's BANK, the payment order is considered received on the next business day.

23. Payment orders are accepted for execution according to the deadlines stipulated in Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders.

24. If a CLIENT desires a payment order to be executed on a specific day or on the day following the expiry of a specific term, the agreed day shall be considered the time of receipt of the payment order, and if that day is not a working day for the BANK – the next working day.

25. In case the funds on the CLIENT's payment account are insufficient for the execution of the PO, the BANK shall refuse to execute the payment order. The BANK shall promptly notify the CLIENT of the non-fulfillment of the PO.

26. The BANK processes payment orders in foreign currency on the basis of a correct SWIFT address (BIC) or other identifier of the payee's BANK and IBAN/unique identifier of the payee provided by the CLIENT. When submitting a Payment Order in BGN, the CLIENT indicates the IBAN of the payee's account. In case of payment orders to countries from the European Economic Area (EEA), the Client does not need to provide a SWIFT (BIC) identifier of the payee's BANK.

27. The failure to provide or the provision of incomplete or inaccurate data under Art. 26. may lead to a delay in the processing of the remittance.

28. The BANK is not responsible for execution of orders with bank details provided incorrectly by the ordering party.

28.1. The BANK may refuse to execute the payment order if it is filled in illegibly.

28.2. Where a payment order is executed in accordance with the IBAN or unique identifier specified in it, the order shall be considered accurately executed in respect of the recipient.

28.3. The BANK shall not be responsible for the failure to execute or for the incorrect execution of a payment operation (PO) in case the CLIENT has provided inaccurately the IBAN or the unique identifier of the payee.

28.4. In connection with the determination of the origin of the funds under the payment operation in compliance with the requirements of the Measures Against Money Laundering Act, the BANK may collect and request information from the CLIENT and may also require that a Declaration under Art. 66, para. 2 of the Measures Against Money Laundering Act. The following requirements shall be complied with when completing a Declaration under Art. 66, para. 2 of the Measures Against Money Laundering Act:

28.4.1. Where a legal entity or another legal organization is specified – its name, UIC/BULSTAT, – and if it is registered in another country – the name, registration number or any other identification number under which it is entered in the relevant register of such other country.

28.4.2. Where contracts (including donation contracts), invoices or other documents are indicated, their type, number (if applicable), date of conclusion or signing, as well as details of the persons with whom the contract has been concluded or who have signed or issued the documents are specified.

28.5. The Bank reserves the right to request additional documents, including the originals on paper, in connection with a specific remittance of the Client, the fulfilment of the legal requirements in accordance with applicable regulations of the national and European legislation. In case the Client fails to fulfil his commitment under the previous sentence, the Bank may refuse or delay the execution of the respective payment operation. In such cases, the Bank shall not be liable for damages of any nature suffered as a result of a refused and/or delayed payment transaction.

28.5.1. A statement made by the Client in relation to and/or on the occasion of the commitment specified in Art. 28.5 through an official correspondence e-mail address provided to the Bank shall be considered a validly binding written statement signed with a handwritten signature within the meaning of the Electronic Document and Electronic Certification Services Act and Regulation (EU) EC 910/2014 of the European Parliament and Decision of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (OJ, L 257/73 of 28 August 2014).

28.5.2. If it is established during the implementation of the commitment specified in item Art. 28.5. that a specific transfer of the Client is related to transactions of virtual currency, the Bank will refuse the respective payment operation. Virtual currency payments are defined as high-risk because of the increased risk of performing transactions that may serve for purposes of crimes such as money laundering and terrorist financing.

28.6. The Bank reserves the right to refuse execution of a payment order when:

28.6.1. The payment order is related to a transaction involving in any way individuals or legal entities, organizations, entities or countries/jurisdictions that have been sanctioned or are not allowed to provide financial services under a

resolution of The United Nations Security Council or acts and decisions of bodies of the European Union adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfilment of other objectives of the international community;

28.6.2. The payment order is related to a transaction involving in any way individuals or legal entities, organizations, entities or states / jurisdictions that have been sanctioned by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC);

28.6.3. The payment order is in connection with a transaction related in any way to property owned or controlled by a person under Art. 28.6.1. or Art. 28.6.2., as well as with an investment or transaction with subject which is such property.

28.7. The Bank shall not be liable if a correspondent bank delays, refuses to execute or blocks an amount of a payment transaction in a currency ordered by the Client in the cases under Art. 28.6.1., Art. 28.6.2. and/or Art. 28.6.3. In case that after execution of the payment order of the Client it is established that it falls within the circle of those under Art. 28.6.1., Art. 28.6.2. and/or Art. 28.6.3., and the Bank suffers damages as a result of the execution of the payment order and/or incurs expenses in this connection, the Client undertakes the liability to indemnify the Bank for all damages, including any property sanctions and/or expenses incurred.

29. The CLIENT confirms that he is informed of the BANK's obligation under Regulation (EU) 260/2012 of the European Parliament and of the Council to ensure the use of the XML format for payment orders in EUR, which are grouped for the purposes of the transfer, in case the payment service provider of the recipient is located in a country of the European Economic Area or in a country which, by virtue of an obligation of the ordering party's provider expressly provided for in the relevant agreement is obliged to use this format.

30. In fulfilment of the above obligation, the BANK has the right, as of 31.10.2016, not to execute grouped payment orders under Art.29 through an electronic channel in case the specified payment order by the CLIENT is not sent in XML format.

31. The CLIENT undertakes to use XML format for the payment orders specified in Art.29 . The CLIENT expressly agrees with the terms of the previous item and releases Raiffeisenbank (Bulgaria) EAD from any liability in case an outgoing credit transfer in EUR ordered by the CLIENT, which is not sent in XML format, is not executed.

## **VI. DEADLINES FOR EXECUTION OF PAYMENT SERVICES**

32. When performing payment operations in BGN, EUR, in case of one-time currency exchange between BGN and EUR, on the territory of the Republic of Bulgaria, as well as in cross-border payment operations in EUR and in currencies of EEA Member States to EEA State, the payer's BANK credits the payment account of the payee's BANK with the amount of the payment operation no later than the end of the next business day after the time of receipt of the payment order. In case of execution of paper-based payment operations, the term for execution is two working days from the time of receipt of the payment order.

33. In case of payment transactions in a currency different from the currency under Art. 32 above, within the EEA, the period for execution is maximum four business days

34. In case the accounts of the payer and the payee are kept at the BANK, the value date for crediting the payee's payment account is the same business day.

35. The deadlines for execution of a PO outside the deadlines under Art. 32 and Art. 33 above are determined in accordance with Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders. When performing payment operations in BGN through RINGS, the payer's BANK makes sure that the payment account at the payee's BANK is credited with the payment on the same business day on which the payment order is received.

36. The value date for crediting the payee's payment account is not later than the business day on which the payee's BANK account is credited with the amount under the PO.

The value date of debiting the payer's account is not earlier than the time when the payment account is debited with the amount under PO. The payee's BANK shall make the amount under the PO available to the payee immediately after the payee's BANK account is credited with that amount.

37. When cash is deposited into the payment account, the BANK makes the amount available and determines the value date of crediting the account immediately after the money is received.

## **VII. DEBIT CARD**

This section regulates the relations between the Bank, the Client and the Cardholder/Cardholders in relation to the issuing and servicing of debit cards.

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

38. The Bank opens a payment account (hereinafter referred to in this section as an Account) of a commercial company, a sole trader or a freelancer (Client) and issues a debit card(s) (Card, Cards) to persons designated by the

Client (Cardholder/Cardholders) in compliance with the internal rules of the Bank and on the basis of a signed Contract-Request (Contract). The card is issued on the basis of a contract concluded between the Bank, the card organizations and the card operators.

39. The Client may use the Account for payment operations in accordance with these general terms and conditions with or without a Card.

40. The Account is accessed via a Card through all ATM and POS terminal devices marked with the logo of the respective international card organization.

41. Payment operations can be performed from the Account and using the Card within the operating limits and in compliance with the rules of the international card organizations.

42. When performing ATM/POS operations in this country in a currency other than the currency of the Account, the amount of the operation is converted from BGN into the currency of the Account at the buy/sell rate of the Bank for cashless operations announced for the day on which the transaction is processed. In case of operations performed abroad, the amount of the operation is converted from the currency of the operation into the currency of the account at the Bank's rate for card operations, announced for the day on which the transaction is processed. Information on the Bank's card transaction rates is published on its website: [www.rbb.bg](http://www.rbb.bg).

43. The Client shall keep a non-reducible minimum balance under the Account in compliance with the Raiffeisenbank (Bulgaria) EAD Tariff of Fees and Commissions for Legal Entities and Sole Traders (hereinafter referred to as the Tariff).

44. In cases where due to transactions, interest rates, fees, commissions, exchange rate differences and other operations, the balance under the Account drops below the non-reducible minimum balance or enters an unauthorized overdraft, the Client is obliged immediately, but not later than 10 days from the date of the unauthorized overdraft or the drop below the non-reducible minimum balance, to credit the Account with an amount sufficient to cover at least the unauthorized overdraft and the non-reducible minimum balance. In case of non-performance, the Bank may deactivate the Card and/or, on the basis of a Client's Account statement, may resort to enforcement measures to collect the due amounts following the legal procedure. In this case, the Bank has the right to take action in accordance with the current Bulgarian legislation, including to close the Account.

45. The entries of all operations performed with the Card are accounting documents within the meaning of the Accounting Act and shall be considered correct until proven otherwise.

46. The Bank prepares a monthly statement (Statement) and provides it to the Client upon request at an office of the Bank.

## **VII.2. CONDITIONS FOR ISSUE AND USE OF DEBIT CARDS**

47. The card is a means for remote electronic access to the Account to which the Card is issued, for performing payment and non-payment transactions in this country and abroad in accordance with the requirements of international card organizations and the current legislation in the Republic of Bulgaria.

48. The Card can be used personally only by the Cardholder.

49. The card is used together with a PIN which is a type of personalized security device according to Art. 26 of Ordinance № 3 of the BNB of 18 April 2018 on the Terms and Procedure for Opening Payment Accounts, Executing Payment Transactions and Using Payment Instruments.

50. The Card is property of the Bank and is provided for use to the Cardholder. The Cardholder is obliged to keep the Card with due care.

51. The Cardholder must memorize his PIN which is initially generated in a manner proposed by the Bank (via POS terminal, by message, etc.). The Cardholder may change the received PIN with a selected four-digit combination at a terminal device serviced by the Bank. The PIN of an expired Card is preserved for the renewed Card after the expiry of its validity.

52. When using his PIN, the Cardholder must make sure that the PIN cannot be seen by third parties.

53. The Cardholder shall receive the Card issued to him not later than six months from the date of signing the Contract. After this period the Card shall be destroyed.

54. The Cardholder shall receive personally the Card issued to him not later than six months from the date of signing the Contract. After the expiry of that period the Card shall be destroyed and the Bank has the right to cancel the Contract-Request.

55. When a Card is re-issued/renewed, the new Card shall be kept at the Bank for six months. After the expiry of that period the Card shall be destroyed and the Bank has the right to cancel the Contract-Request.

56. The Bank issues the Card with a validity period, that expires on the last day of the month/year indicated on its front side (validity of the Card).

57. In case the Cardholder forgets his PIN, he can request a new PIN.

58. The following operations can be performed with the Card in this country and abroad:

1. payment for goods and services through POS terminal devices and imprinter;

2. payment for goods and services and transfer between accounts through virtual POS terminal devices;
  3. non-cash payment for goods and services on the Internet, by fax and telephone;
  4. payment for goods and services on the Internet using Internet payment systems and/or a mobile application;
  5. booking hotels, plane tickets, rent-a-car, etc.;
  6. payment for goods and services through POS terminals at commercial sites in this country, combined with cash withdrawals up to BGN 50 (purchase with cash back) – at companies offering such a service (only in this country);
  7. cash withdrawal at ATM terminals, POS terminals and imprinter;
  8. reference and other non-payment operations (only in this country);
  9. payment operations performed on the initiative of or through the merchant (recipient) such as utility bills, regular payments, subscriptions, car/bicycle rental fees, costs for downloading music/movies from the Internet, etc.
59. The maximum term for execution of the payment services performed with the Card is determined by the rules of the card organizations and the card operators.
60. The operations specified in Art. 58 may be performed at all terminal devices bearing the logo of the respective card organization after checking the operating limits of the card and identifying the identity of the Cardholder in one of the following ways:
- 60.1. when using the Card at an ATM, the Cardholder authorizes the selected operation by entering a PIN;
  - 60.2. when using the Card at a POS, the Cardholder authorizes the operation by entering a PIN and/or signing the printed receipt. Entering a PIN may not be required when paying at a self-service terminal for the purpose of paying a transport or parking fee;
  - 60.3. When using the Card at contactless terminals (marked with a sign for acceptance of contactless payments) it may not be necessary to enter a PIN and/or to sign.
61. Operations under Art. 58.1. can also be performed contactlessly at terminal devices providing the possibility for contactless payment in Bulgaria and abroad. These payments can also be made without confirmation by entering a PIN. The maximum amount up to which no PIN is required is determined for each country by the International Card Organizations, but it is not higher than EUR 50 or the corresponding equivalent in the local currency. Information on the amount valid for Bulgaria can be found on the official website of the Bank – [rbb.bg](http://rbb.bg). A PIN must be entered after making five consecutive contactless payments or after making consecutive contactless payments the total value of which exceeds EUR 150 (or the corresponding equivalent in the local currency). For security reasons entering a PIN may be required for contactless payments below the amount set for the respective country. Contactless operations with the Card can also be performed through a digital wallet, and in these cases their confirmation is according to the respective conditions of the digital wallet with which the Cardholder gets acquainted and agrees.
62. By signing the Contract, the Client confirms that he is familiar and agrees with the methods of ordering and executing contactless transactions with the Card, and agrees that the Bank will execute every ordered contactless payment through the Card debiting the Account with the ordered amount and transferring it to the account of the payee even in cases of insufficient funds in the Account. In case of insufficient funds during the accounting processing of a contactless payment, an unauthorized overdraft shall be formed in respect of the Account following the procedure of Art. 44.
63. For operations under Art. 58 (2, 3, 4, 5, 9) the Cardholder shall provide: name, Card number, validity period and the last three digits written on the back panel of the Card in italics (CVV2, CVC2). If a payment is made on the website of a merchant included in 3-D Secure programs, the Cardholder confirms the transaction in accordance with the requirements for Strong Customer Authentication (one-time password, biometric data or otherwise). If the Cardholder agrees to make payments on the initiative of or through the merchant (beneficiary), the Cardholder shall undergo strong customer identification. If a payment is made on a website or mobile application where the Cardholder has previously registered his Card and the respective merchant participates in the programs of international card organizations for automatic updating of card data, the Cardholder will not be required in case of renewal/reissuance of the card to register it again on that site/application in order to continue making

payments.

64. For operations under Art. 58.4., the payments take place according to the rules of the system operator. The Bank is not a party in the legal relations between the Cardholder and the operator of the internet payment system.
65. The Cardholder is obliged to keep the number of his Card secret as well as the CVV2/ CVC2 and the codes/ways to confirm payments on the Internet.
66. The Bank collects an annual fee for servicing each issued Card as a payment instrument according to the Bank's Tariff.
67. The Card service fee is charged automatically by the Bank for each year of the validity period of each Card on the balance on the Account, and in case of insufficient funds – on the unauthorized overdraft under the Account. A service fee is charged only for Cards that are not deactivated.
68. When the Contract is terminated, the Bank does not refund the fees, commissions and other charges paid by the Client for the payment services provided by the Bank and for the use of payment instruments.

### **VII.3. Activation. Blocking. Deactivation.**

69. Activation means bringing the Card into an "active" status. An activated card is a card with which the Cardholder can perform operations (payment and non-payment) at ATM, POS and other terminal devices.
70. The card is blocked within the necessary technological term for processing on the grounds of:
  - 70.1. telephone message for a lost, stolen, confiscated or otherwise illegally used Card;
  - 70.2. a written application submitted by the Client, the Cardholder or a third party for blocking of a lost, stolen, confiscated or otherwise illegally used Card;
  - 70.3. a card forgotten in an ATM terminal device;
  - 70.4. wrong PIN code is entered three times in sequence;
  - 70.5. non-compliance with the Contract and/or these General Terms and Conditions on the part of the Client and/or the Cardholder;
  - 70.6. a written notice is received at the Bank regarding an attachment order imposed on the Client's accounts;
  - 70.7. in case illegal use of the Card has been suspected;
  - 70.8. threat to the security of the Card;
  - 70.9. in case of suspicion that the Card is used for fraudulent purposes;
  - 70.10. at any time at the request of the Client with a written request for blocking without need to specify a reason for this;
  - 70.11. after a written notice for termination of the Contract is submitted by either party;
71. The Card is activated within the technological period required for processing on the basis of a written request submitted by the Client or the Cardholder for activation of a Card blocked because:
  - 71.1. it is forgotten in an ATM terminal device;
  - 71.2. a wrong PIN code is entered three times in sequence;
72. The Card is activated within the technological period required for processing on the basis of a written request submitted by the Client for activation of a Card blocked at the request of the Client, the Cardholder or a third party.
73. The card is activated automatically within the necessary technological term for processing on the grounds of:
  - 73.1. initial delivery of a Card to a Cardholder;
  - 73.2. receiving a notice for lifting an attachment order imposed in accordance with the statutory procedure;
  - 73.3. termination of the sanction for non-fulfilment of the Contract by the Client and/or the Cardholder;
74. The card is deactivated within the necessary technological term for processing on one of the following grounds:
  - 74.1. no card transactions have been performed for more than six months as of the month in which the card is to be renewed;
  - 74.2. a Card has not been taken by the Cardholder within six months after its issuance;
  - 74.3. issuance of a new Card replacing the currently valid Card;
  - 74.4. return of a Card with printed wrong data or technical defects;
  - 74.5. upon receipt of a message of the demise of the Cardholder;

- 74.6. after a written notice for termination of the Contract is received by either party;
75. A deactivated Card cannot be reactivated and should be destroyed.
76. When notifying the Bank regarding the blocking of a Card, the Cardholder or a third party provides his full name, PIN and, if possible, Card number. The notification is made at telephone number 070010000 (Vivacom) or 1721 (A1 and Telenor) during the Bank's working hours, as well 24/7 at 02/9624102.
77. The Bank keeps a register of all received notifications by entering the date, time and name of the person who made the notification.
78. The Client, the Cardholder or a third party is obliged to submit a written application for blocking the Card to the Bank during working hours, within three working days from the notification by phone.
79. In case a Cardholder is abroad at the time of an incident, he can call directly the free telephone numbers regarding bank card emergencies listed at the respective internet addresses: [www.mastercard.com](http://www.mastercard.com), [www.visa.com](http://www.visa.com). It is recommended that the Cardholder informs the local police in order to obtain assistance and a document in respect of the incident.
80. The Bank reserves the right to request, block and/or deactivate the Card at any time. In these cases the Bank notifies the Client of the actions taken by phone and/or by SMS, e-mail, by letter before blocking/deactivation or immediately after that.
81. The Bank reserves the right to block access to the Account at any time in case of suspicion that the Account is used for fraudulent purposes.

#### **VII.4. Issuance of a new card**

82. The bank issues a new card in the following cases:
- 82.1. automatically, when the validity of the old card expires (renewal);
  - 82.2. at the request of the Client, after submitting an application based on a Bank template, for example in cases of a lost, stolen or damaged Card (reissuance);
  - 82.3. when a new Card is returned with printed wrong data or which is technically defective/illegible (reissue);
  - 82.4. automatically, in case illegal use of the Card is suspected (reissuance).
83. The Bank shall not renew the Card for a new validity period in the following cases:
- 83.1. no card operations have been performed more than six months before the month of renewal;
  - 83.2. non-compliance with the obligations of the Client and/or the Cardholder regulated in sections VII.8. Rights and obligations of the Client, VII.9. Rights and obligations of the Cardholder and VII.10. Responsibilities ensuring from these General Terms and Conditions;
  - 83.3. in case the Card is not renewed for a new term of validity, the Contract remains in force with respect to the Account. In case the Client requests again issuance of a payment instrument, the Client shall pay a fee according to the Tariff.

#### **VII.5. Notification**

84. The Bank provides a notification service to the Client and all Cardholders with short text messages or e-mails (Notification) for which the Clients pay a fee according to the Bank's Tariff.
85. The Client may request at any time changes to the data, deactivation or temporary suspension of the Notification service. The client may change the mobile phone number for receiving of notification text messages with other mobile phone number chosen by him/ her at any time at an office of the Bank. If the ONLINE USER has right for such a request, he/she can change the mobile phone number for SMS notifications with the mobile phone number for contact, indicated in the registration request for Raiffeisen ONLINE services and/or depending on the type of the chosen additional security device indicated in the registration request for Raiffeisen ONLINE services – a mobile phone number for receiving SMS codes when SMS authorization is chosen or a mobile phone number for receiving SMS code for activation of Hardware Token/Software Token.
86. The following types of notifications can be received through this service:
- 86.1. for every ATM/POS transaction authorized online. An online operation is an operation with the Card, in which approval for the operation is received in real time from the Bank as issuer of the Card and within the meaning of Ordinance N<sup>o</sup> 3 of the BNB on the Terms and Procedure for Opening Payment Accounts,

Executing Payment Transactions and Using Payment Instruments;

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

86.3. other.

87. The notification under Art. 86.1 shall contain the following information: date and time of the transaction, amount and currency of the transaction, name or address of the company holding an ATM/POS terminal, name of the Card, balance available on the Card after the operation.
88. For operations for which no approval from the Bank's authorization system is required (offline operations) notifications may not be generated during the performance of the operation; the Client is informed about such operations in the Statement.
89. The Bank is not responsible for notifications that are not received by the Client/Cardholder abroad in case the respective providers of mobile communications/internet services are unable to deliver such notifications.
90. The Bank shall not guarantee and is not responsible in case the provider of mobile communications/internet services does not guarantee the receipt of the notifications or if their receipt is delayed.
91. The Bank is not responsible for mobile phone numbers and e-mail addresses that are incorrectly submitted by the Client or the Cardholder.

**VII.6. Secure online payments (3-D Secure)**

92. In order to provide additional security to the Cardholders when making payments on the Internet, the Bank shall register all issued Cards with the service for Secure online Payments (3-D Secure).
93. Every time a payment is made on the websites of merchants participating in 3-D Secure programs, the Cardholder confirms the operation, and the confirmations can be performed by entering a specially generated one-time password, by using biometric data or by other tool, provided by the Bank in accordance with the legislation in force and standards of information security. The Client may change the mobile phone number for receiving the specially generated one-time password with other mobile phone number chosen by him/ her at any time at an office of the Bank. If the ONLINE USER has right for a such request, he/she can change the mobile phone number for receiving SMS passwords with the mobile phone number for contact, declared in the registration request for Raiffeisen ONLINE services and/or depending on the type of the chosen additional security device indicated in the registration request for Raiffeisen ONLINE services – a mobile phone number for receiving SMS code when SMS authorization is chosen or a mobile phone number for receiving SMS code for activation of Hardware Token/Software Token.
94. The Bank shall not be responsible and the losses incurred shall be at the expense of the Client in case of illegal use of the Card on the Internet after the code/method of confirmation has become known to third parties.
95. The Bank shall not be responsible and the losses incurred shall be at the expense of the Client in case:
- a. a confirmation code has not been received by the Cardholder abroad where the respective mobile communication providers have been unable to deliver the notifications;
  - b. a mobile phone number has been incorrectly submitted by the Cardholder
96. When executing payments on websites of merchants, the Bank does not apply strong customer identification of the Cardholder in the following cases:
- a. the operation does not exceed EUR 30 (or the corresponding equivalent in local currency) and the cumulative value of previous operations without strong customer identification does not exceed EUR 100 (or the corresponding equivalent in local currency) or the number of previous operations without strong customer identification does not exceed five consecutive operations;
  - b. The Cardholder has registered for recurring transactions with the same amount with a specific merchant (subscription type or by creating an account with a specific merchant);
  - c. it is a low-risk operation according to the operation monitoring mechanisms applied by the Bank.
97. The Bank is not a party to disputes over the terms of payment, delivery, price, warranty, insurance, etc., which the Cardholder settles directly with the merchant.

**VII.7. Rights and duties of the Bank**

98. To issue a Card(s) in the name of a Cardholder(s) nominated by the Client under the terms of these General Terms and Conditions.
99. To offer to the Client discounts or other conditions, defined as promotional or special conditions in accordance with the internal rules of the Bank, to different groups of clients or over a specific period.
100. Not to disclose the PIN of the Card or any other similar code except to the Cardholder himself.
101. To block the Card in due time after receiving a notification under Art. 70 or by a third party, even if the Cardholder has acted intentionally or with gross negligence.
102. To prepare a Statement for each reporting period related to the use of the Card over the previous reporting period. To accrue automatically the total amount of the operations, due fees, interest and other expenses of the Bank related to the use of the Card, at the expense of the cash on the Account, and in case of insufficient cash, at the expense of unauthorized overdraft on the Account.
103. To provide to card organizations, card operators (BORICA, Mastercard, Visa and RPC – Regional Processing Center, Bratislava – card operator) information on the amount available on the Account and the amount of the operational limits related to the use of the Card, for which the Client gives his irrevocable consent by signing the Contract and these General Terms and Conditions.
104. To account for the operations that the Cardholder has performed in the order of receipt of the orders, except in the cases of forced execution.
105. To correct technical omissions in the accounting of operations or incorrectly accounted operations by debiting/crediting the Account, for which the Client gives his irrevocable consent by signing the Contract.
106. To keep the recorded information that allows tracking of transactions for a period of 5 years.
107. To inform the Client of the type and amount of the interests and fees due according to the Contract and the Tariff of the Bank and according to the rules of the card organizations.
108. The Bank reserves the right to refuse to sign a Contract and issue a Card without stating the reasons for this.
109. The Bank has the right to close the Account formally and without notice to the Cardholder upon termination of the Contract–Request on the grounds of Art. 62, second sentence and Art. 63, second sentence of these General Terms and Conditions.

**VII.8. Rights and duties of the Client**

110. To request the issuance of an unlimited number of Cards to persons designated by him.
111. To acquaint the Cardholder(s) with the rules for using the Card(s) as well as with the rights and obligations of the Cardholder.
112. The Client has the right to perform the actions described in this article by submitting a written application to the Bank:
- a. deactivates any Card issued to the Account;
  - b. blocks any Card issued to the Account;
  - d. determines and changes the parameters and operating limits of each Card;
  - e. requests re-issuance in case of loss or theft of a Card(s);
  - f. requests re-issuance in case of destruction or damage of a Card(s);
113. The Client has the right to block or terminate the use of each Card without the consent of the Cardholders, at any time during the validity of the Contract by submitting a written application to the Bank.
114. The Client assumes responsibility for all actions performed with each Card.
115. All operations and fees for operations performed with each Card shall be at the expense of the Client.
116. To request a change in the parameters and the operating limits of a given Card by submitting an application to the Bank.
117. Each Card is received by the Cardholder nominated by the Client.
118. Only the Client has the right to change the operating limits for each Card.
119. To receive Statements for the operations with the issued Cards and to notify without undue delay the Bank

under the conditions of Art. 139 and 140.

120. To ensure sufficient funds on the Account to cover accurately and on time the obligations arising in connection with performed operations and the related interest, fees and commissions, according to the current Tariff of the Bank.
121. To pay the amounts of the operations, the due fees, interest and other expenses of the Bank, related to the use of each Card, according to this Contract, the Bank's Tariff and the rules of the card organizations, giving his irrevocable consent to be collected automatically at the expense of cash availability on the Account, and in case of insufficient availability, at the expense of an unauthorized overdraft on the Account.
122. The Client gives his irrevocable consent that the Bank may collect automatically its claims arising from and in connection with the Contract from all accounts of the Client with the Bank and/or set off its claims against any assets of the Client kept at the Bank.
123. When the claims under Art. 122 above are collected from accounts in a foreign currency, different from the currency of the card, the exchange shall be performed at the respective exchange rate of the Bank for the day when the collection is carried out.
124. To notify the Bank immediately of any changes in the data that were initially provided. Otherwise, all notifications, statements, etc. sent by the Bank to the address specified in the Contract-Request shall be deemed duly served by being sent to the address.
125. To notify the Bank in writing within one month before the expiry of each Card in case he does not want the Card to be renewed for a new period.

#### **VII.9. Rights and duties of the Cardholder**

126. To use the Card only personally in accordance with the Contract, these General Terms and Conditions and to keep it with due care.
127. To use the Card in accordance with the agreed manner and purposes without opposing the Bulgarian legislation including through purchases and payments prohibited by it.
128. To receive the issued/reissued/renewed Card no later than six months from the issuance of the Card.
129. To keep his PIN secret and to take all necessary measures to prevent its disclosure to third parties.
130. Not to record his PIN, another similar code or identification information in a way that makes it possible to become known to another person, including on the Card or any other item carried together with the Card.
131. To perform operations with the Card according to Art. 58, in case there are sufficient funds on the Account above the non-reducible minimum balance, but not more than the operational limits approved by the Bank.
132. To notify the Bank immediately of:
1. destruction, loss, theft, expropriation in any other way, forgery or other illegal use of the Card, or in case the PIN becomes known to a third party;
  2. an operation that is not approved by the Cardholder;
  3. an error established by him in the operations with the Card recorded by the Bank.

#### **VII.10. Responsibilities**

133. Each Card is issued and used at the Client's own risk and responsibility.
134. The Client shall be responsible for any damages or losses caused by the use of each card.
135. The Client shall bear all losses related to any unauthorized payment operations resulting from the use of a lost, stolen or illegally misappropriated Card where the Cardholder(s) has(have) failed to preserve the personalized security features of the card.
136. The Bank shall not be held responsible if a written application or a telephone message given by a third party concerning loss, theft, confiscation or other illegal use of the Card has incorrect content and the Bank has taken the necessary measures to block the Card. The Bank shall not be liable for any damages, losses or lost profits that may arise from that.
137. The Bank shall not be liable if a merchant or commercial organization refuses for any reason to accept payment with the Card or in case a payment initiated by the Cardholder cannot be made with the Card for

technical, communication or other reasons beyond the Bank's control.

138. The Bank shall not be held responsible for transactions where the payment is made with a Card. This applies to all possible and admissible claims for paid goods or services, as well as to other disputes that are settled directly with the affected counterparty.

#### **VII.11. Resolution of disputes related to the Card**

139. The Client shall raise objections to the Bank against unauthorized and incorrectly executed operations reported in the Statement, without unreasonable delay, but not later than 45 days from the date of debiting his Account. After the expiry of this term, the Bank may leave the objection unanswered. It shall be considered that the Client has learned about an unauthorized or incorrectly executed operation at the latest upon receipt of the monthly Statement under Article 46 and/or in case he has been informed by an SMS or otherwise by the Bank. The Client should submit a written objection at an office of the Bank. The Client shall pay a fee based on the current Tariff of the Bank for any unfounded claims regarding operations.

140. The Client may request from the Bank a refund of the entire amount under an already executed and authorized payment operation within 56 days from the date on which the Account was debited where such payment operation has been ordered by or through the merchant (recipient) and the following conditions have been met:

a. At the time of granting the authorization to execute the payment operation, its exact value was not indicated, and

b. The value of the payment operation exceeds the value expected by the Cardholder in view of his previous expenses for similar operations and other case-specific circumstances.

141. The objections shall be reviewed in accordance with the rules of the card organizations and the provisions of the national legislation.

142. When reviewing objections received from a Client, the Bank may request and should receive within 5 working days additional documents and information necessary to certify the objection before the other party. In case the requested information/documentation has not been received within the specified period, the Bank may cancel the review of the submitted objection.

143. When the Client claims that he has not authorized the execution of a payment operation or that there is an incorrectly executed payment operation, the Client shall bear the burden of proof of establishing the authenticity of the payment operation and showing that the transaction has not been affected by a technical failure or another defect. The registration by the Bank of the use of the card shall serve as sufficient proof that the payment operation has been authorized by the Client.

144. The Bank shall issue a written decision on the received objection within the term determined by the Payment Services and Payment Systems Act (PSPSA).

145. When evidence is received showing that the objection is unfounded, the Bank shall officially debit the Client's Account with the amount reimbursed by it in connection with the objection. By signing the Contract the Client gives his unconditional consent to have the Account debited in these cases.

146. At the request of the Client, the Bank initiates an arbitration procedure before the card organizations to resolve the disputed payment and all fees and expenses shall be paid by the Client.

147. The Bank shall notify the Client of all undertaken actions that would lead to an obligation for the Client to pay additional fees and expenses.

148. Where the decision does not satisfy the Client, the dispute may be referred for resolution to the Conciliation Commission for Payment Disputes in compliance with the provisions of the PSPSA and the Rules of Procedure of the Conciliation Commission for Payment Disputes.

149. The conciliation commission shall consider objections that have not been referred to a court, an arbitration tribunal or another conciliation institution, as well as if no arrangement has been reached with the other party.

#### **VII.12. Term of the Contract. Cancellation. Amendment**

150. The term of validity of the Debit Card Contract shall be three years. The term shall be automatically renewed for a new period in case neither party has cancelled it unilaterally.

151. The Contract may be terminated by mutual consent of the parties at any time.
152. The Contract may be terminated at the Client's request with a one month's written notice at any time during its term and provided that the Client has paid all its obligations to the Bank.
153. The Client shall be responsible for all operations performed with the Card after the date of submission of the notice for termination of the Contract.
154. The Bank may cancel unilaterally the Contract without notice in case of non-compliance with any obligation and/or duty under the Contract and these General Terms and Conditions on the part of the Client.
155. The Bank may cancel unilaterally the Contract without notice if the Cardholder(s) has not taken the Card(s) within six months from the conclusion of the Contract or the re-issuance of the Card(s).
156. The Bank may cancel unilaterally the Contract without specifying the grounds for termination, by notifying the Client in accordance with the legal procedure.
157. In case the Client closes his cards, the Client shall not be released from the obligation to repay all his debts to the Bank related to the use of each card.
158. When the Bank expands the range of services that can be used with the Card, it shall be considered that the Client has given his consent when, if necessary, he applies for the service at a Bank's office or via technical means of communication, as well as when using the new service for the first time.
159. The Account can be closed and the funds on the Account, if any, may be disposed with 30 days after the termination of the Contract, but not before all operations performed with the Card(s) and all other interest, fees and commissions due, related to the use of the Card have been accounted for.
- By submitting the notice/notification for closing the Card/Cards, the right of the Cardholder(s) to use the Card/Cards is terminated. The Card(s) are deactivated. All claims of the Bank become due.

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

160. For the provision of payment services the BANK collects fees and commissions, according to Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders; sets interest rates according to the Interest Rate Bulletin for depositors that are legal entities and sole traders and the exchange rates announced in the offices of the BANK and on the website of the BANK – [www.rbb.bg](http://www.rbb.bg).
161. The changes to the exchange rates are applied immediately and without prior notice.
- 161.1. Where the changes to the interest rate are more favourable for the CLIENT, they are applied without prior notice.
162. The CLIENT shall be considered informed about the changes under Art. 161 above when they are announced the offices of the BANK and published on the website of Raiffeisenbank (Bulgaria) EAD – [www.rbb.bg](http://www.rbb.bg).
163. The changes in Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders and in the Interest Rate Bulletin for depositors that are legal entities and sole traders shall be made and enter into force with respect to the CLIENT in compliance with the provisions of Art.161.1 and Art.268.
164. For payment operations carried out in the currency of a Member State and where both the payer's BANK and the payee's BANK are located in the EEA, the payee shall pay the fees due to the payee's BANK and the payer shall pay the fees. due to the payer's BANK – shared cost clause (SHA).
165. For payment operations carried out in a currency different from the currency of a Member State and where the payer's BANK and the payee's BANK are located in the EEA, the payee shall pay the fees due to the payee's BANK and the payer shall pay the fees. due to the payer's BANK – shared cost clause (SHA).
166. In case the Beneficiary's BANK is outside the EEA, the Client may order transfers with cost clauses entirely at the expense of the payer (OUR), entirely at the expense of the beneficiary (BEN) or with shared cost clauses (SHA).
167. Where during the execution of a PO the BANK must convert the amounts under the PO as ordered by the CLIENT, the BANK will make the exchange at the respective exchange rate of the BANK for the day on which the PO is performed. The BANK publishes the exchange rates on its website and informs its customers about the exchange rates in its bank branches.

## IX. RAIFFEISEN ONLINE

168. These General Terms and Conditions regulate the relations between Raiffeisenbank (Bulgaria) EAD, hereinafter referred to as the BANK and the CLIENT – a legal entity, an account holder with access to Raiffeisen ONLINE and ONLINE USER – a natural person authorized to obtain statements – passive access and/or to obtain statements and sign and send orders for payment operations – active access.

169. The service offered by the BANK via an electronic access channel, which is the subject of these General Terms and Conditions, is the product of Internet Banking (through the service's website or through a specialized application for mobile devices), hereinafter referred to as Raiffeisen ONLINE.

170. Raiffeisen ONLINE offers the following options:

- Receive information on the current account balance.
- Obtain information on account movement and statements.
- Exchange rate information; trust funds; deposits and loans
- Order payments in BGN and foreign currency; order issue of a bank guarantee
- Card management rights, etc.

171. The electronic access channel Raiffeisen ONLINE – banking through the website of the service offers the following possibilities:

171.1. Both for users with passive access and users with active access:

- Receive information on current account balance(s).
- Receive information on account movements and account statements.
- Information on the balances and movements under bank cards.
- Information on deposits
- Information on credits
- Information on foreign exchange rates
- Information on trust funds
- Create and review electronic orders for banking products and services:
  - Cash withdrawal
  - Refusal of paper statements
  - Request for a Package Program /a possibility only for Clients that are Legal entities in the Small Enterprises segment with an annual turnover of up to BGN 2 million/
  - Order for issuance of a bank guarantee (authorized and signed via SMS/ token) and order for change of an issued bank guarantee (authorized and signed via SMS/ token) /only for Clients that are Legal entities/
  - Order for issuance of a letter of credit (authorized and signed via SMS/ token) and order for change of an issued letter of credit (authorized and signed via SMS/ token) /only for Clients that are Legal entities/
  - Order for issuance of a bank guarantee (signed via qualified electronic signature and authorized via SMS/ token) and order for change of an issued bank guarantee (signed via qualified electronic signature and authorized via SMS/ token) /only for Clients that are Legal entities/
  - Order for issuance of a letter of credit (signed via qualified electronic signature and authorized via SMS/ token) and order for change of an issued letter of credit (signed via qualified electronic signature and authorized via SMS/ token) /only for Clients that are Legal entities/
  - Application for loan disbursement
  - Application for loan operations which includes the following rights: Request for loan repayment; Request for reduction of the principal of revolving credit limit allowed for utilization;
  - Card management rights that include: Request for change of the operating limit (daily/weekly/monthly) separately for each issued ATM/POS cash withdrawal card, payment for goods and services, quasi cash, internet transactions; Request for a text messaging (SMS) service with a confirmation code for each payment made through websites for each Cardholder, named "Secure Payments 3-D Secure". Request for a SMS/email notification service for every transaction that is authorized online; Card block request; Request for re-issuance of a card with a PIN/PIN with a possibility to choose an office where to be received;
  - Rights to create and manage a list of trusted beneficiaries. Counterparty accounts to which regular payments are made can be added to this list. When creating the list, each added account is confirmed with a security code. When payment operations are initiated to accounts from the list of trusted beneficiaries, the BANK does not require confirmation of each transaction with a separate code.
  - Change username and password to access the system.

- Information on the time of use of the system by the respective ONLINE user.

- Postal box
- Quick links to each functionality
- Customize the user's view

171.2. Additional features that can be used by users with active access:

- Order intrabank and interbank transfers and requests for direct debit in local currency.
- Order transfers in foreign currency.
- Order mass payments (only for Clients that are Legal entities)
- Fill in electronic forms and applications for deposits and send additional documents required for the respective type of transfers.
- Currency exchange between the CLIENT's accounts with the BANK.
- Generate an automatic payment order for electronic invoices in case the user uses the E-invoice service of Bankservice AD.
- Sign and send payment operation orders for active access in Raiffeisen ONLINE.
- Sign and send electronic orders for banking products and services:
- Cash withdrawal
- Refusal of paper statements
- Request for a Package Program /a possibility only for Clients that are Legal entities in the Small Enterprises segment with an annual turnover of up to BGN 2 million/
- Order for issuance of a bank guarantee (authorized and signed via SMS/ token) and order for change of an issued bank guarantee (authorized and signed via SMS/ token) /only for Clients that are Legal entities/
- Order for issuance of a letter of credit (authorized and signed via SMS/ token) and order for change of an issued letter of credit (authorized and signed via SMS/ token) /only for Clients that are Legal entities/
- Order for issuance of a bank guarantee (signed via qualified electronic signature and authorized via SMS/ token) and order for change of an issued bank guarantee (signed via qualified electronic signature and authorized via SMS/ token) /only for Clients that are Legal entities/
- Order for issuance of a letter of credit (signed via qualified electronic signature and authorized via SMS/ token) and order for change of an issued letter of credit (signed via qualified electronic signature and authorized via SMS/ token) /only for Clients that are Legal entities/
- Application for loan disbursement
- Application for loan operations which includes the following rights: Request for loan repayment; Request for reduction of the principal of revolving credit limit allowed for utilization
- Card management rights that include: Request for change of the operating limit (daily/weekly/monthly) separately for each issued ATM/POS cash withdrawal card, payment for goods and services, quasi cash, internet transactions; Request for a text messaging (SMS) service with a confirmation code for each payment made through on websites for each Cardholder, named "Secure Payments 3-D Secure". Request for a SMS/email notification service for every transaction that is authorized online; Card block request; Request for re-issuance of a card with a PIN/PIN with a possibility to choose an office where to be received; Opening and closing deposits
- Active operations with trust funds (subscription of units, transfer of units and redemption)\*\*

\*\*The services of Information for Trust Funds and Active Operations with Funds are available only to Raiffeisen Asset Management clients.

171.3. Irrespective of the number of payment operations requested for execution by the CLIENT through a functionality for aggregation of orders such as Batch payments, Batch transfer in EUR to EEA, Batch transfer in EUR to EEA (file) or Mass payments, the BANK applies the payment rules and restrictions that the client has requested for the respective type of bulk payments.

172. The electronic access channel – banking via a specialized application for mobile devices – RaiMobile (smartphones, tablets, etc.) offers the following options:

172.1. For users with passive and active access:

- Receive information on current account balance(s).
- Receive information on account movements.
- Information on the balances and movements under bank cards.
- Information on deposits
- Information on credits
- Other information services about the used banking products and services, news, etc.

172.2. For users with active access:

- Order intrabank and interbank transfers and requests for direct debit in local currency.

- Order transfers in foreign currency.
- Currency exchange between the CLIENT's accounts with the BANK.
- Sign and send payment operation orders for active access in Raiffeisen ONLINE.
- Card management rights that include: Request for change of the operating limit (daily/weekly/monthly) separately for each issued ATM/POS cash withdrawal card, payment for goods and services, quasi cash, internet transactions; Request for a text messaging (SMS) service with a confirmation code for each payment made through on websites for each Cardholder, named "Secure Payments 3-D Secure".

173. Active operations in Raiffeisen ONLINE under Art. 171.1., Art.171.2 and Art.172.2 are performed after strong customer identification using the following means of identification and authorization:

- User name and password for access in combination with a one-time authorization code with temporary validity sent by the BANK via SMS to a mobile number in the name of the respective user (for payment operations with a one-off amount up to BGN 20,000 or an equivalent amount in foreign currency (calculated on the basis of the fixed rate) )
- Username and password for access in combination with a one-time authorization code generated by a hardware token device or a specialized application for mobile devices Raiffeisen Token – a software token (commonly referred to as "token") without limitation of the amounts of payment operations.

The BANK shall not perform active operations in Raiffeisen ONLINE, in case the ONLINE user fails to fulfil the authorization conditions.

173.1. An application for loan disbursement can be submitted through Raiffeisen ONLINE only after successful identification in accordance with Art.173.

173.2. The BANK executes orders for issuance of a bank guarantee (authorized and signed via SMS/ token), order for change of an issued bank guarantee (authorized and signed via SMS/ token), order for issuance of a letter of credit (authorized and signed via SMS/ token) and order for change of an issued letter of credit (authorized and signed via SMS/ token) through Raiffeisen ONLINE only after proper authorization pursuant to art. 173.

173.3. The Bank executes orders for issuance of a bank guarantee (signed with a Qualified electronic signature and authorized via SMS/ token), order for change of an issued bank guarantee (signed with a Qualified electronic signature and authorized via SMS/ token), order for issuance of a letter of credit (signed with Qualified electronic signature and authorized via SMS/ token) and order for change of an issued letter of credit (signed with Qualified electronic signature and authorized via SMS/ token) through Raiffeisen ONLINE only after due process of authorization pursuant to art. 173 and after signing with a Qualified Electronic Signature (QES), already purchased by the Client and registered in Raiffeisen ONLINE.

174. The BANK has the right to increase or limit the scope of the Raiffeisen ONLINE service, including to change the technical procedure concerning the provision of services through electronic access channels. These actions of the BANK are based on changes in the requirements of the current legislation, security considerations or improvements in the respective product.

#### **IX.1. Registration for use of Raiffeisen ONLINE**

175. In order to use the Raiffeisen ONLINE services, the CLIENT fills in a registration request with content and form determined by the BANK, in which the CLIENT indicates the accounts and products that he wishes to access through Raiffeisen ONLINE, as well as the respective rights to perform operations with them.

176. By submitting such a request to an office of the BANK or electronically, the CLIENT states that he is acquainted with and accepts these General Terms and Conditions. The CLIENT shall acquaint the ONLINE USER with these General Terms and Conditions.

177. The acceptance of these General Terms and Conditions by the CLIENT shall have the effect of signing a framework Contract with the BANK within the meaning of Chapter IV, Section III of the PSPSA. The contractual relations between the BANK and the CLIENT regarding the use of Raiffeisen ONLINE enter into force after a request by the CLIENT for registration for the service has been signed, provision of authorizations for access to the ONLINE USER and after the ONLINE USER has received the username and password (in a sealed envelope). The relations between the parties are regulated by these General Terms and Conditions, the specific conditions indicated by the CLIENT in the request for registration, the current Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders and the General Terms and Conditions of Business of the BANK as well as the User Guide published in the websites of the BANK [www.rbb.bg](http://www.rbb.bg) и [online.rbb.bg](http://online.rbb.bg) .

178. A CLIENT that is a legal entity is granted access to the system within 3 working days after the ONLINE USER has received the username and password. The ONLINE USER receives an SMS notification at the contact number specified in the request, after the received PIN-envelope for access to the system is already active.
179. The BANK provides a username and password for personal access to each ONLINE USER.
180. If the CLIENT has previously requested the use of active services in Raiffeisen ONLINE, the CLIENT may choose how the ONLINE USER will authorize the orders made under Article 173 stating this in the request for registration for the service and provision of banking services.
- 180.1. In case a one-time code sent by the BANK via SMS is chosen as a way to authorize active transactions, the CLIENT must indicate a mobile number in the name of the respective user in the request for use. The ONLINE USER will receive a one-time code to confirm a transfer or an electronic order on the specified mobile number. The BANK shall not be held responsible if the ONLINE USER does not receive the sent SMS due to lack of contractual relations between the CLIENT and the mobile operator and/or due to technical reasons involving the mobile operator or the technical equipment of the ONLINE USER (e.g. lack of coverage, roaming, switched off telephone, etc.) or if the ONLINE USER has changed his telephone number without notifying the BANK, as well as in case of loss or theft.
- 180.2. The tokens are received at a BANK's office against a usage fee according to the the current Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders.
- 180.3. The token and the one-time code sent by the BANK via SMS are used for authorization only in the Raiffeisen ONLINE system and cannot be used for any other purposes.

## **IX.2. Use of services offered electronically**

181. The Bank has right to request additional verification upon login of the ONLINE User through a one-time password sent by the Bank via SMS to a mobile phone contact number specified in the request for Raiffeisen ONLINE.
182. All actions performed on behalf of the CLIENT after the successful identification of the ONLINE USER by entering a username and password and/or authorization with a token, one-time code sent by the BANK via SMS, are valid signed written statements binding the CLIENT. The identification with a username and password and / or the authorization with a token, one-time code sent by the BANK via SMS, have the effect of an electronic signature within the meaning of the Electronic Document and Electronic Certification Services Act and have the effect of a legally valid signature within the meaning of Art. 4, para. 5 of the Accountancy Act. The electronic signature mentioned in the previous sentence has the effect of a handwritten signature within the meaning of the Electronic Document and Electronic Certification Services Act and Regulation (EU) N° 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93 / EC (OB, L 257/73 of 28 August 2014).
183. The ONLINE User has the right to choose quick access to the specialized mobile application (RaiMobile) after identifying himself with his username and password for Raiffeisen ONLINE. The quick access to the mobile application RaiMobile is activated according to the published Security Instructions and thus it does not cancel or change the login with the username and password of the ONLINE User.
184. The BANK executes transfers in local and foreign currency, transfers between local and foreign persons, payment of salaries and other active transactions ordered by the ONLINE USER via Raiffeisen ONLINE in accordance with the requirements of the current regulation regulating their application.
185. The BANK requires that the necessary documents, at discretion of the BANK, are submitted electronically or on paper, in accordance with the requirements of the applicable law and the General Terms and Conditions of Business of the BANK in force at that time. Art. 28.5 from the General Terms and Conditions is being applied accordingly.
186. The payment orders received through Raiffeisen ONLINE and ordered by the ONLINE USER are processed within the period set by the BANK, regulated in Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders according to the statutory time limits.
187. The Bank may request additional confirmation of an electronic payment order even when it is signed by means of authorization, by contacting the ONLINE User. The telephone number indicated in the request for Raiffeisen ONLINE is used for this purpose. The Bank reserves the right to delay or refuse the execution of the

electronic transfer in case:

- the Bank fails to contact the ONLINE User
- there is doubt about the authenticity of the ONLINE User

188. The date of opening a deposit, the request for which was sent via Raiffeisen ONLINE on a weekend, shall be considered to be the first following working day.
189. All credit and debit entries in the CLIENT's accounts shall be considered final after the accounting day has ended.
190. The BANK reserves the right to request from the CLIENT additional information and/or a Declaration under Art. 66, para 2 of the Measures Against Money Laundering Act in connection with the performance of a specific operation. In case the CLIENT refuses to fill in such a declaration, the BANK shall notify in writing the Financial Intelligence Agency in accordance with the provisions of Art. 72 of the Measures Against Money Laundering Act.
191. The BANK has the right to impose restrictions on the operations via Raiffeisen ONLINE which arise from the requirements of the current legislation, the internal rules of the BANK, the present General Terms and Conditions and the maintenance of the necessary security of the systems.

### **IX.3. Use of a hardware or a software Token**

192. On the basis of a written request from the CLIENT, the BANK provides to the ONLINE USER a hardware token device or a specialized application for mobile devices Raiffeisen Token – a software token (referred to hereinafter as "token"). A token is a means of authorization for active transactions, in particular for signing and/or sending orders from the ONLINE USER to the BANK on behalf and for the account of the CLIENT. There are two types of tokens:

192.1. Hardware token – an electronic device generating one-time valid digital codes based on a scanned image from Raiffeisen ONLINE;

192.2. Software token – a specialized application for mobile devices for order confirmation operating in two modes: Offline mode – by generating one-time valid digital codes based on a scanned image from Raiffeisen ONLINE; Online mode – confirmation of orders during an active internet connection via notifications sent to the mobile device.

193. After activating the token, the ONLINE USER is jointly responsible with the CLIENT for the consequences of all actions performed with it.

194. The ONLINE USER bears criminal and/or civil liability in legal proceedings in the following cases:

- In case of fraud and illegal use of the token
- In case of violation of his obligations to protect the token and the PIN.

195. The BANK shall not be responsible in case an operation is performed with a token that has been lost, stolen, taken away or used in another unauthorised manner in combination with a correctly entered PIN.

196. The BANK shall not be held responsible if a written application or message given by a third party concerning loss, theft, confiscation, forgery or other illegal use of the token has incorrect content or is forged and the BANK has taken the necessary measures to block the token.

197. The ONLINE USER is obliged to set a personal identification number (PIN) when activating the token.

In case a one-time code sent by the BANK via SMS is chosen as a way to activate the token, the CLIENT must indicate a mobile number in the name of the respective user in the request for use. The ONLINE USER will receive a one-time code to activate the token to the specified mobile number. The BANK shall not be held responsible if the ONLINE USER does not receive the sent SMS due to lack of contractual relations between the CLIENT and the mobile operator and/or due to technical reasons involving the mobile operator or the technical equipment of the ONLINE USER (e.g. lack of coverage, roaming, switched off telephone, etc.) or if the ONLINE USER has changed his telephone number without notifying the BANK, as well as in case of loss or theft.

198. The ONLINE USER is obliged to store the token and use it only personally, with due care and in compliance with the terms and conditions for its activation and use, including the Instruction for use of the token attached to these General Terms and Conditions.

199. The BANK is obliged to provide free of charge a new hardware token in case of a defect of the device within a period of 1 year and 6 months from its receipt.

200. In case of loss/theft of the hardware device, or upon request by the Client/User to receive a new token outside the cases under Art. 199 above, the BANK shall provide to the CLIENT a new hardware token against

payment of its current price according to the current Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders.

#### **IX.4. Duties and responsibilities**

201. The CLIENT is responsible for and bound by all actions performed on his behalf after the ONLINE USER has accessed Raiffeisen ONLINE on the basis of positive electronic identification and authorization according to the Electronic Document and Electronic Certification Services Act.

202. The CLIENT shall provide access to and performance of operations in Raiffeisen ONLINE only on his own behalf or on behalf of the authorized ONLINE USERS in accordance with these General Terms and Conditions.

The ONLINE USER shall keep secret his password, his personal identification number for access to a token and the other means for electronic identification and authorization provided by the BANK, and shall take all necessary measures to prevent their disclosure to third parties; shall not record the PIN, another similar code or identification information in a way that allows them to become known to another person, including on the token, his mobile phone or any other item that he carries with them.

203. The BANK accepts the positive validation of the password and the other means for electronic identification and authorization provided to the ONLINE USER as sufficient proof of his identity. The BANK is not obliged to perform any additional actions to verify the identity of the ONLINE USER.

203.1. The ONLINE USER shall bear all losses, irrespective of their size, related to unauthorized payment transactions, if he/she has caused them through fraud or failure to fulfil one or more of his/her obligations under Article 75 of the PSPSA intentionally or due to gross negligence. In order to be assessed whether the ONLINE USER failed to fulfil his/her obligations under Article 75 of the PSPSA due to gross negligence, all facts relevant to the respective transactions shall be considered, including, but not limited to, and whether there is:

- acquisition of the password and the other means for electronic identification and authorization, provided to the ONLINE USER, by a third party, due to non-compliance with the Security Instructions published by the BANK, constituting an integral part of these General Terms and Conditions;
- unauthorized by the ONLINE USER internet payment, which is made from a computer located in the residence of the ONLINE USER, in the office where he works, or using another device under his control;
- unauthorized by the ONLINE USER internet payment, which is authorized via username and password, token, one-time code sent by the BANK via SMS
- access by the ONLINE USER to Raiffeisen ONLINE not through direct typing of the address <https://online.rbb.bg> or from the official website of Raiffeisenbank <https://www.rbb.bg>.

203.2. In case of unauthorized use by a third party of the password and other means of electronic identification and authorization provided to the ONLINE USER, the BANK shall not be liable for losses of the CLIENT as a result of the actions of the third party if the acquisition of the password and other means of electronic identification and authorization provided to the ONLINE USER by the third party and the respective payments have taken place under the hypotheses of Art. 203.

204. The users of the service, who are not users within the meaning of PSPSA, are fully responsible for all transactions by unauthorized persons as a result of unauthorized access.

205. The BANK shall not be responsible for claims for paid goods and services or in disputes which are settled directly with the affected counterparty.

206. The BANK shall not be responsible for delay or non-execution of a payment order as a result of or in connection with inaccurately or wrongly completed information, in case of force majeure circumstances, due to technical problems, lack of Internet connection, line disruptions and others, except in cases where the damages have occurred as a result of gross negligence on the part of the BANK.

207. The CLIENT shall pay fees and commissions for the use of Raiffeisen ONLINE according to the current Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders and by accepting these General Terms and Conditions the CLIENT gives his unconditional and irrevocable consent and authorizes the BANK to debit his account(s) with the BANK with the amounts of fees and commissions that the CLIENT owes.

208. The CLIENT must keep in his account with the BANK sufficient funds, necessary to cover all his orders, obligations to the BANK or third parties, arising as a result of the use of Raiffeisen ONLINE. In case the funds on the CLIENT's payment account are insufficient for the execution of a payment operation, the BANK shall refuse to

execute the payment order. The refused payment order shall be assigned status "Deleted" which means that the BANK has notified the CLIENT that the payment order will not be executed.

#### **IX.5. Blocking access rights**

209. The CLIENT/ONLINE USER may order blocking of the right of access without being obliged to indicate a specific reason.

210. The CLIENT/ONLINE USER must immediately notify the BANK in case of:

- Reasonable doubt that the access password and/or the other means for electronic identification and authorization provided by the BANK, respectively: have become available to unauthorized third parties, have been forgotten, have been technically destroyed or damaged;
- An operation has been detected under the account which has not been ordered on behalf of the CLIENT;
- Established inaccuracy or discrepancy in the details (amount, recipient, etc.) of a transaction ordered by the CLIENT.

The notification for blocking the access shall be made in writing. In case of notification by phone, the CLIENT/ONLINE USER must submit a written order to block the right of access to the system of the respective user within one working day from the day of the notification.

The BANK--is obliged to block in due time depending on the case: the right of access of the CLIENT and/or the ONLINE USER and/or the other means of electronic identification and authorization, after receiving a notification under this Article, even if the CLIENT/ONLINE USER has acted intentionally or with gross negligence.

211. The BANK may block the access of the CLIENT/ONLINE USER to the Raiffeisen ONLINE service in case:

- this is necessary for a reason related to the security of the payment instrument;
- unauthorized or fraudulent use of the payment instrument is suspected;

The BANK notifies the CLIENT of the blocked access to the online banking service in advance, where this is possible or immediately after the blocking.

#### **IX.6. Termination of the use**

212. The CLIENT may stop the use of Raiffeisen ONLINE at any time provided that the CLIENT has no outstanding liabilities to the BANK.

213. The BANK may terminate the use of Raiffeisen ONLINE by the CLIENT unilaterally, with one week's notice to CLIENTS that are legal entities. The use of Raiffeisen ONLINE may be terminated unilaterally by the BANK, without notice, in the following cases:

- Violation by the CLIENT of these General Terms and Conditions.
- When all accounts of the CLIENT are closed.
- Initiation of insolvency or liquidation proceedings in respect of one of the parties.

214. The BANK may, at any time and for objective reasons, as well as the CLIENT may request from the BANK, with immediate effect to terminate the access to Raiffeisen ONLINE of an ONLINE USER designated by the CLIENT and/or to deactivate the tool provided to them by the BANK for authorization and identification which shall not terminate the contractual relationship between the CLIENT and the BANK.

215. 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 their obligations to each other.

#### **IX.7. Additional conditions**

216. The BANK reserves the right to change the conditions under Chapter IX of Raiffeisen Online of these General Terms and Conditions. For CLIENTS that are legal entities the changes shall enter into effect immediately after their publication on the Internet pages [www.rbb.bg](http://www.rbb.bg) and [online.rbb.bg](http://online.rbb.bg) or in a prominent place in the offices of the BANK.

217. When the BANK expands the range of services of Raiffeisen ONLINE, it shall be considered that the CLIENT has agreed to this if he has requested the service at an office of the BANK or via technical means of communication, as well as if he uses the new service for the first time. In these cases the time limit under Art. 216 shall not apply.

218. The BANK may temporarily or permanently add new or block existing services in Raiffeisen ONLINE without notice.

219. The BANK agrees with the CLIENTS on the communications and the manner of providing information in the Contract – Request for opening and servicing a bank account and provision of banking services to legal entities or

Contract – Request for issuing a debit card for legal entities.

220. Documents printed by Raiffeisen ONLINE are for information purposes only.
221. The CLIENT should object to unauthorized and incorrectly executed transactions recorded in the statement immediately after learning about such transactions. The CLIENT should submit an objection in writing at an office of the BANK no later than the statutory deadline. After the expiry of this term, the BANK may leave the objection unanswered.

#### **X. RELATIONS CONCERNING SERVICES PROVIDED BY THIRD PARTY PAYMENT SERVICE PROVIDERS**

222. The CLIENT may use services provided by third party payment service providers – account information service providers (AISP) and payment initiation service providers (PISP) where his payment account is accessible online.
223. The CLIENT must take reasonable care in the selection and use of services provided by a third party payment service provider.
224. In case the Client uses services for initiation of payments and/or provision of information on behalf of a third party payment service provider, it is considered that the Client has given his consent for the disclosure of his bank and any other legally protected secrets necessary for the performance of the operation by the Bank to a third party payment service provider.
225. By giving his consent for the execution of a payment operation, a series of payment operations or access to information on his accounts to a third party payment service provider, the Client gives his explicit consent to this third party to access his accounts with the Bank and to initiate payment transactions or access information about his accounts. In these cases, the Bank will accept any order received for execution of a payment transaction or provision of account information, as given by the Client.
226. The Client shall provide or respectively withdraw his consent through the third party payment service provider.
227. The Bank is not a party to the agreement between the Client and the third party payment service provider.
228. The Bank shall not be liable for damages incurred by the Client in connection with the use of a third party payment service provider, except in cases where such damages are a direct and immediate result of gross negligence of the Bank.
229. The Bank may refuse to execute a payment operation or to provide access to a payment account in case the execution or access is performed through a third party payment service provider that has not identified itself with the Bank and/or is not entered in the BNB Register of Licensed providers performing payment services under the PSPSA, and/or a register kept by the European Banking Authority.
230. The Bank may refuse access to a third party payment service provider due to objective and evidence-based reasons related to unauthorized or fraudulent access to the Client's accounts. In these cases, unless prohibited by applicable law, the Bank shall inform the Client that the access of the third party payment service provider to the account(s) has been denied and about the respective reasons for the refusal. The Client agrees that the Bank may prepare reports to regulatory and other bodies regarding any third party payment service providers to which access has been denied and such reports may contain confidential data about the Client.
231. The Bank does not perform additional checks on the consent provided by the Client to the third party payment service provider and does not keep the consents provided by the Client to third party payment service providers.
232. The Bank shall not be responsible for the provision by the Client of his personalized means of access to payment accounts with the Bank to third party payment service providers.
233. The Bank shall implement a procedure for strong customer identification of the Client's identity in accordance with Art. 100 of the Payment Services and Payment Systems Act which aims to protect the confidentiality and integrity of the personalized security means used by the Client.
234. The Bank refuses to execute a transfer(s) through a third party payment service provider to initiate a payment for an amount(s) of more than EUR 15,000 or its equivalent in BGN or a foreign currency in cases where the applicable legislation requires submission of additional documents in view of the lawful execution of the

transfer, as at this stage the National Standard for special API interface BISTRA does not support a method for attachment of documents.

234.1. The CLIENT releases the BANK from responsibility for damages suffered as a result of a refused/delayed payment operation and/or denied/delayed access to a payment account according to Art. 229, Art. 230 and Art. 234.

## **XI. COMMUNICATION PROCEDURES**

235. The communication between the BANK and the CLIENT take place in written form, on paper or other durable media, or by means of remote communication – by fax, e-mail, by access to electronic statements or by other means agreed with the CLIENT.
236. Information to the CLIENT regarding the POs performed by the CLIENT is provided in accordance with the possibilities provided in Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders.
237. The correspondence address of the CLIENT specified in the Contract – Request for opening and servicing a bank account and provision of banking services will be considered as a correspondence address to which the BANK will send all notifications, messages, documents, etc. described in these General Terms and Conditions. In case the CLIENT has changed his head office address without notifying the BANK in writing of his exact new correspondence address, all notifications and messages to his old address will be considered validly received with the certification by a courier service, a post office or another server that the addressee was not found at the specified address. In case of change of the head office address of the BANK, specified in these General Terms and Conditions, the CLIENT shall be deemed notified of its new head office address as of the date on which the change was published in the electronic commercial register of the Registry Agency, which is publicly accessible.
238. The Client may contact the Bank at telephone number 070010000 (Vivacom) or 1721 (A1 and Telenor) during the Bank's working hours, as well 24/7 at 02/9624102.
239. The CLIENT gives consent for the BANK to send an SMS, an e-mail and/or a letter to a mobile phone, e-mail address, address or mailbox specified by the CLIENT, with information about a payment card, the operations performed with a payment card and the amounts due under the card.
240. In case the CLIENT has chosen to use the SMS notifications service for credit movements under a current account/current account with a debit card, it is necessary to explicitly state his wish in a written request submitted to an office of the BANK. The CLIENT gives consent for the BANK to send an SMS to the mobile contact phone number indicated by him, with information about credit movement under a current account/current account with a debit card, under the terms and conditions of Art. 242–243 below. The SMS message shall contain information about the amount of the transfer/payment and the current account balance. The CLIENT shall inform the BANK immediately in case the mobile phone number indicated by him is no longer used by him.
241. The BANK will send to the CLIENT an SMS about an incoming BGN transfer, incoming foreign currency transfer and a cash deposit to a current account/current account with a debit card. An SMS message will not be sent for amounts of receipts less than 100 (one hundred) currency units.
242. The BANK will send an SMS regarding the credit movement under accounts between 07:00 and 21:00 h on working days in case the CLIENT has provided to the BANK a mobile number of a mobile operator registered on the territory of the Republic of Bulgaria.
243. The CLIENT will receive the SMS message usually within 2 (two) hours on working days after the relevant transaction. In case a transaction is accounted for outside this time interval, an SMS notification will be sent on the next business day between 07:00 and 21:00 h. Delay is possible for reasons beyond the control of the BANK.
244. The BANK shall not be liable in case a Mobile Operator does not transmit in time or does not ensure the transmission of an SMS message at all, as well as in cases when individual SMS messages will not be sent or received by the CLIENT due to circumstances independent of the BANK (power outage, earthquakes and other disasters and force majeure circumstances).
245. The BANK shall not be liable if the CLIENT does not receive the SMS sent due to lack of contractual relations between the CLIENT and a mobile operator, technical reasons related to the mobile service (e.g. lack of coverage,

roaming coverage, switched off phone, etc.), if the CLIENT has changed his telephone number without notifying the BANK or if the CLIENT has changed a mobile operator by keeping the number but the original mobile operator does not assist for the correct targeting of the message.

246. The CLIENT may refuse a service by submitting a written application to an office of the Bank.

247. The official languages for correspondence are Bulgarian and English.

## **XII. SAFETY MEASURES WHEN PROVIDING AND USING PAYMENT SERVICES**

248. In case of an unauthorized or incorrectly executed PO, including a PO initiated through payment service providers, the CLIENT must notify the BANK without unreasonable delay. The notification period may not be longer than 45 days from the date of debiting the CLIENT's account.

249. In case a PO is unauthorized, the payer's BANK shall immediately refund to the CLIENT the cost of the unauthorized payment operation and in any case not later than the end of the next business day after noticing or being notified of the operation except when the BANK has reasonable suspicion of fraud and notifies the relevant competent authorities.

250. When the CLIENT claims that he has not authorized the execution of a payment operation or that there is an incorrectly executed payment operation, the CLIENT shall bear the burden of proof of establishing the authenticity of the payment operation and showing that the transaction has not been affected by a technical failure or another defect.

The use of a payment instrument registered by the Bank shall serve as sufficient proof that the payment operation has been authorized by the CLIENT.

251. The CLIENT shall incur all losses related to all unauthorized payment operations where the CLIENT has failed to maintain the personalized security features of the instrument.

252. The payer's BANK is responsible to him for the correct execution of the PO where the payment order is submitted by the payer. In case the payer's BANK proves that the payee's BANK has received the amount under the PO within the terms under Art. 32– 35, after receiving the payment order from the payer the payee's BANK shall be responsible for the correct execution of the PO.

253. Where the BANK acts as a payer's Bank and is responsible under Art.252, the BANK shall promptly refund to the payer the amount of the outstanding or incorrectly executed payment operation and, where applicable, shall restore the debited payment account to the state in which it would have been had the incorrectly executed payment transaction not taken place.

254. When the BANK acts as a beneficiary's Bank and is responsible under Art.252, the BANK shall immediately make available to the payee the amount under the payment transaction and, where applicable, shall credit the payee's payment account with the corresponding amount.

255. Where a payment order is submitted by or through the payee, the payee's BANK shall be responsible to the payee for the correct transmission of the payment order to the payer's BANK in accordance with the conditions of the direct debit payment order and in accordance with the applicable deadlines of the settlement system. Where the BANK acts as a beneficiary's Bank and is responsible under this paragraph, it shall immediately transmit the respective payment order to the payer's BANK.

256. The beneficiary's BANK shall be responsible to the payee if it fails to execute the payment operation within the time limits under Art. 36 and shall make available to the payee the amount under the payment operation immediately after learning that its account has been credited.

257. In case of non-executed or incorrectly executed payment operation, for which the beneficiary's BANK is not responsible under Art. 255 and Art.256, the payer's BANK shall be responsible to the payer and shall refund to the payer without undue delay the amount of the outstanding or incorrectly executed payment operation and the amounts necessary to restore the payment account to the state in which it would have been had the unauthorised payment transaction not taken place.

258. The BANK shall be responsible to the CLIENT for reimbursement of all direct losses that constitute the amount of the proven interest rate losses due to incorrect execution or non-execution of the PO.

259. The CLIENT may object to the debiting of his account and request the BANK to refund the entire amount with which his account has been debited within ten days from the date of the debit, if the PO is ordered by or through the beneficiary and in compliance with the following conditions:

259.1. at the time of granting an authorization to execute a PO, its exact value has not been indicated, and

259.2. the value of the PO exceeds the value expected by the payer in view of his previous costs for such operations.

260. The CLIENT shall submit to the BANK evidence regarding the existence of the conditions under Art. 259.1 and Art. 159.2 above.

261. The CLIENT is not entitled to a refund under Art. 259.1, if he has given his consent and has been informed about the forthcoming debiting of the account at least twenty-eight days before the debit of the account.

262. Within 10 working days of receiving the request, the BANK shall refund to the CLIENT the entire amount of the PO or shall refuse to refund it, indicating the reasons for refusal. If the payer does not accept the grounds for refusal, the payer may raise objections before the Conciliation Commission for Payment Disputes or the competent Bulgarian court.

263. In the cases of Art. 259.2 the CLIENT may not refer to reasons related to currency exchange, if an exchange rate agreed with the BANK has been applied.

264. The Client shall give his unconditional and irrevocable consent and shall authorize the Bank to officially block the funds under the Client's account without notifying him in advance and/or requesting his consent, in the following cases:

- a. Where there is information, suspicion and/or suspicion that illegal access to the account has been obtained by a person other than the Client or there is an attempt to obtain such access;
- b. When there is information, doubt and/or suspicion that the funds subject to blocking have been transferred to the account as a result of an error, abuse of rights, fraud, computer crime and/or as a result of another illegal action or without legal basis;
- c. Where there is a doubt and/or suspicion of money laundering, terrorist financing or the presence of funds of criminal origin /according to the relevant provisions of the applicable law/.
- d. When there is information that the funds on the Client's account are related to individuals or legal entities, organizations, entities or countries/jurisdictions against which sanctions have been imposed or which are not allowed to be provided financial services by virtue of the United Nations Security Council or acts and decisions of bodies of the European Union adopted in connection with the fight against terrorist financing and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfilment of other objectives of the international community, or sanctioned by the Office of Foreign Assets Control of the US Department of Treasury (OFAC).

The funds shall remain blocked until the reason for the blocking disappears and/or until appropriate instructions are received from a competent authority in this regard.

265. The Bank and the Client (each party for itself) undertake to carry out their business relations in a way that does not allow violation of the applicable legislation and does not allow them to become subject of restrictive or sanctioning measures or prohibitions that may affect the business relations between the parties settled in accordance with these General Terms and Conditions.

266. Without limiting the meaning of the commitments of the Parties under Art. 265 above, the inclusion of the Client in a list of individuals against whom sanctions have been imposed or who are not allowed to provide financial services by virtue of the United Nations Security Council resolutions or acts and decisions of bodies of the European Union adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfilment of other objectives of the international community, or against whom sanctions are imposed by Foreign Assets Control of the US Department of Treasury (OFAC), will be considered a breach of the Client's obligation under Art. 265.

267. In case the Client has not provided and/or has not updated documents, data or information at the request of the Bank, including if the Client has not provided a copy of an identification document of an individual who represents the Client or is authorised by the Client, or is beneficial owner of the Client, in accordance with the applicable provisions of national and European legislation on money laundering, terrorist financing or the availability of funds of criminal origin, the Bank is entitled at its discretion:

- to take actions to limit the possibility for usage of banking products and services by the Client until the fulfilment of its obligations, including by blocking its account (s) opened with the Bank until the fulfilment of its

obligations, in which case The Bank informs the Client about the restrictive actions taken through an appropriate means of communication;

- to terminate without pre-notice contracts concluded with the Client concerning opening and maintaining of payment accounts and/or other contracts concerning provided payment services;
- to terminate its business relationships with the Client.

**XIII. AMENDMENT AND TERMINATION OF THESE GENERAL TERMS AND CONDITIONS FOR PROVISION OF PAYMENT SERVICES TO LEGAL ENTITIES, A CONTRACT-REQUEST FOR OPENING AND SERVICING A BANK ACCOUNT AND PROVISION OF BANKING SERVICES TO LEGAL ENTITIES AND A CONTRACT-REQUEST FOR ISSUING A DEBIT CARD FOR LEGAL ENTITIES**

268. The BANK may at any time amend or supplement these General Terms and Conditions, the Contract-Request for opening and servicing a bank account and provision of banking services to legal entities and other agreements concerning the provided payment services, as well as the Interest Rate Bulletin for depositors that are legal entities and sole traders by notifying the CLIENT at least one week before the date of entry into force of the amended or supplemented conditions. The notification may be sent by mail, through the account statement or through the BANK's website, at the discretion of the BANK.

269. The Contract-Request and other contracts concerning the provided payment services shall be concluded for an indefinite period of time.

270. The Contract-Request and other contracts concerning the provided payment services shall be terminated and the opened accounts shall be closed on the basis of this Contract:

270.1 with the parties' mutual written consent;

270.2. unilaterally by the CLIENT with one month written notice, in case the CLIENT has no obligations to the BANK at the time of expiry of the notice.

270.3. unilaterally by the BANK with one month written notice, including in the following cases:

270.3.1 where the CLIENT has zero balance and no operations have been performed on the account by the CLIENT, except for those officially performed for a period of at least 3 months;

270.3.2. where due to the lack of a minimum available amount to be provided by the CLIENT, according to Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders, the account has reached a debit balance as a result of commissions, fees and expenses officially collected by the BANK and due by the CLIENT for the banking operations and services regulated in the current Raiffeisenbank (Bulgaria) EAD Tariff for Fees and Commissions for legal entities and sole traders and the CLIENT has not performed any operations on the account save for the automatic operations over a period of at least 3 months.

270.4. In case of the CLIENT has failed to fulfil an obligation, the BANK may unilaterally and immediately terminate the Contract-Request and other agreements concerning the provided payment services.

271. When the Contract-Request is terminated, the BANK shall not refund the fees, commissions and other charges paid by the CLIENT for the payment services provided by the BANK and for the use of payment instruments.

**XIV. CONDITIONS FOR PROTECTION OF THE CASH OF CLIENTS AT RAIFFEISENBANK /BULGARIA/ EAD ACCORDING TO THE BANK DEPOSIT GUARANTEE ACT**

272. The funds of all depositors, both individuals and legal entities, are guaranteed through the participation of the BANK in the Deposit Insurance Fund /DIF/. DIF guarantees full repayment of the amounts on a person's deposits in the BANK, irrespective of the number and amount of the deposits, up to BGN 196,000 in total for principal and interest, under the terms of the Bank Deposit Guarantee Act.

273. The following deposits are guaranteed up to BGN 250,000 for a period of three months from the moment the amount is credited to the depositor's account or from the moment the depositor has acquired the right to dispose with the amount of the deposit:

273.1. deposits of individuals arising from real estate transactions for household purposes;

273.2. deposits of individuals that arise as a result of amounts paid in connection with the conclusion or termination of marriage, termination of employment relationship, disability or death;

- 273.3. deposits that arise as a result of insurance or social security payments or the payment of compensation for damages resulting from a crime or from a revoked sentence.
274. The deposits under Art. 273.1., 273.2. and 273.3 are not included in the calculation of the total amount of the BANK's liability to one depositor under Art. 12 of the Bank Deposit Guarantee Act within the time limit under Art. 273.
275. The Fund shall allow the BANK's depositors to access the amounts that will be repaid under the guaranteed deposits not later than 7 working days from the date of issuance of a deed under Art. 20, para. 1 of the Bank Deposit Guarantee Act. The Fund shall pay the guaranteed amounts of the deposits through one or more banks determined by the Management Board of the Fund.
276. The guaranteed amounts of the deposits are not paid in the following cases and to the following entities:
- other banks, where such deposits are made in their name and on their behalf;
  - financial institutions under Art. 3 of the Credit Institutions Act;
  - insurance and reinsurance companies under Art. 8 of the Insurance Act;
  - pension insurance companies and funds for mandatory and voluntary pension insurance;
  - investment intermediaries;
  - collective investment schemes, national investment funds, alternative investment funds and special purpose vehicles;
  - budget organizations under § 1, item 5 of the additional provisions of the Public Finance Act
277. The Investor Compensation Fund, the Bank Deposit Guarantee Fund and the Guarantee Fund under Art. 287 of the Insurance Code
278. No amounts shall be paid for accounts under which there have been no operations ordered by the depositor over the last 24 months before the date of issuance of a deed under Art. 20, para. 1 of the Bank Deposit Guarantee Act and the balance under each of them is less than BGN 20.
279. No guarantee shall be provided for deposits arising from or related to transactions or actions constituting money laundering within the meaning of Art. 2 of the Measures Against Money Laundering Act or financing of terrorism within the meaning of the Measures Against the Financing of Terrorism Act, established by an effective sentence.
280. No payments shall be made for deposits the holder of which has not been identified under Art. 3 of the Measures Against Money Laundering Act on the date of issue of a deed under Art. 20, para. 1 of the Bank Deposit Guarantee Act.
281. The guarantee shall not apply to persons who have acquired rights under a deposit as a result of operations with the deposit within the period of validity of the measures under Art. 116, para. 2, item 2 and item 3 of the Credit Institutions Act and after the date of issue of a deed under Art. 20, para. 1 of the Bank Deposit Guarantee Act.

## **XV. Other conditions**

282. The Client gives his consent to the Bank to check at any time the truthfulness of the circumstances/data provided by him.
- 282.1. In order to use Raiffeisen ONLINE and a debit card, the Client shall provide to the Bank personal data of individuals (e.g. personal data of representatives or authorized persons, etc.) and documents containing personal data. Before providing to the Bank personal data of a third party or documents containing personal data the Client shall inform in advance the respective data subject about the provision of such data. In addition, the Bank and the Client agree (everyone for oneself) that they will take measures for protection of personal data that they may provide to each other in view of the relations arising in connection with the implementation of the Contract in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and that they will comply with the applicable data protection legislation.
283. In connection with the requirements for personal data protection, upon entering into business relations, the Bank shall provide to the Cardholder a Form – Information on the processing and protection of personal data.
284. The parties agree that the requirements of Chapter Four, as well as the provisions of Art. 68, para 1, art. 70,

para. 4 and 5, Art. 78, 80, Art. 82, para. 3, Art. 91, 92 and Art. 93, para. 1 of the Payment Services and Payment Systems Act shall not apply to their relations.

285. All disputes related to the implementation of the Contracts shall be resolved by joint efforts of both parties, and in case of disagreement – by the Conciliation Commission for Payment Disputes and the relevant competent court.

286. The provisions of the Payment Services and Payment Systems Act, BNB Ordinance № 3/18 April 2018 on the Terms and Procedure for Opening Payment Accounts, Executing Payment Transactions and Using Payment Instruments, the Credit Institutions Act, the rules of international card organizations and/or all other relevant provisions of the current Bulgarian legislation shall apply to issues that have not been settled in these General Terms and Conditions, the General Terms and Conditions of Business of the BANK and the Contract.

287. These General Terms and Conditions enter into force on the date on which the Contract is signed by both parties.

(Client: .....)