

## GENERAL TERMS AND CONDITIONS OF EUROBANK BULGARIA AD FOR ISSUANCE AND USE OF PREPAID CARDS

### I. Subject and Definitions

1. These General Terms and Conditions set out the rights and obligations between Eurobank Bulgaria AD and the Holder of the electronic money account (e-money account), under which the Prepaid Card has been issued, as well as the rights and obligations between the Bank and the Authorized Holder of the Prepaid Card under the Agreement for opening an electronic money account and issuing a Prepaid Card.
2. (Amended, with effect from 06/09/2018) These General Terms and Conditions constitute an integral part of the Agreement for opening an electronic money account and issuing a Prepaid Card and set out the issuance and use of the Prepaid Card - Mastercard Prepaid. For the avoidance of doubt, the respective General Terms and Conditions of the Bank for the particular account and the concluded Agreement for a Bank Account, to which the Account Holder has expressly requested access to perform operations with the Card, shall apply for the cases not settled in these General Terms and Conditions and the Agreement.
3. (Amended, with effect from 06/09/2018) **"Prepaid Bank Card" ("Card")** is a type of a personalized payment instrument that is used multiple times by the Authorized Holder for his/her identification, remote access to funds up to the issued by the Bank of electronic money stored in an account for electronic money, as well as to perform the operations described in Article II, pt. 5 of these General Terms and Conditions.
4. **"Personal Main Prepaid Card"** – a card issued on the basis of an Agreement concluded between the Bank and the Authorized Holder, who is also Holder of the Account for electronic money.
5. **"Personal Additional Prepaid Card"** – a card issued on the basis of an Agreement concluded between the Bank, the Account Holder for electronic money and the Authorized Holder of the additional card, who is not Holder of the Account for electronic money and who, in accordance with the Agreement, through the use of additional prepaid card is entitled to dispose of the electronic money stored in the Account.
6. **"Electronic money"** - monetary value stored electronically, including magnetically form that is receivable to the Bank, issued on receipt of funds for the purpose of making payment transactions and is accepted by a individual (natural person) or a legal entity other than the Bank. Remote access to e-money is made with the Card.
7. (Amended, with effect from as of 29/07/2019) **"PIN"** – Personal identification number, which, as applicable, can be PIN of the Card, PIN for the Software Token or PIN for the mobile device, on which the Authorized Holder receives SMS messages from the Bank. The PIN of the Card consists of at least four digits and represents a number of the Authorized Holder, known only by him/her, which is originally designated by the Bank only for the respective Card and is associated with it, serving to identify the Authorized Holder by entering from the keyboard of an ATM and a POS terminal, when performing operations with the Card.
8. (Amended, with effect from 16/07/2018) **"Agreement for opening an account for electronic money issuance of prepaid card" "Agreement"** – A written agreement concluded between the Bank and the Authorized Holder and in case of a personal additional prepaid card between the Bank, the Authorized Holder and the Account Holder to electronic money, based on which Agreement the Bank provides the possibility to issue electronic money at the request of the Account Holder and issues the Card, allowing the Authorized Holder to have access to the electronic money issued by the Bank, up to the amount of the available balance on the Account, as well as on the Additional Accounts at the express request of the Account Holder. These General Terms and Conditions constitute an integral part of the Card Issuance and Servicing Agreement, together with the applicable Bank Tariff. The Agreement and any supplementary agreements and annexes thereto, if any, shall be signed only in person by the Authorized Holder and by the Account Holder and may not be signed by their proxy, unless otherwise has been agreed with the Bank.
9. **"Electronic Money Account" ("Account")** - an account for storing electronic money in BGN, opened at the Bank at the request of the Account Holder under the Bank Account Agreement ("Account Agreement"), to which the Account Holder has expressly stated access for performing operations with the Card under the terms and conditions of the Agreement, of these General Terms and Conditions, and General Terms and Conditions of the Bank for opening, keeping and closing accounts of individuals. The Bank does not accrue or pay interest on the funds in the Account and does not provide any other benefits related to the length of time the electronic money is stored in the Account.
10. **"Account Holder of Electronic Money Account" or "Account Holder"** – is a natural person, who according to a Bank Agreement, has the right to dispose of the electronic money on the Account up to the amount of the available balance.
11. **"Authorized Holder" or "Card Holder"** – a natural person authorized under the Agreement to dispose, by performing transactions with the Electronic Money Card, with the funds on the Account to the amount of the funds available and disposable on it and the limits set for the Electronic Money Card. In case of a personal main prepaid card, the Authorized Holder is also an Account Holder for Electronic Money pursuant to these General Terms and Conditions;
12. **"Bank"** – „Eurobank Bulgaria“ AD (entered in the Commercial Register at the Registry Agency, UIC 000694749, with head office and registered office: 1766, Sofia, Vitosha district, 260, Okolovrusten Put Str., with a bank license No Б-05/1991, of the manager of the Bulgarian National Bank, a competent authority in the exercise of supervision – the Bulgarian National Bank), issuer of the Card on the basis of the concluded Agreement and these General Terms and Conditions.
13. (Amended, with effect from 13/02/2018) **"Terminal Device ATM (Automated Teller Machine)"** is a device for cash withdrawal and cash deposit, payment for services, transfer between accounts, reference and other payment and non-payment operations.
14. **"Terminal Device POS (Point of Sale, Point of Service)"** is a device that is used to pay for goods and services or to receive cash by using a card.
15. (Amended, with effect from 29/07/2019) **"Virtual Terminal Device POS (Virtual POS Terminal)"** is a logically defined POS terminal device enables performing transfers on account or payment of goods and services via the Internet, ATM Terminals or digital phones when using a card in an online mode. Certain traders offering goods and/or services over the Internet and receiving payments via a virtual POS terminal are designated with Mastercard Identity Check or VISA Secure on their website.
16. **"RINGS"** – a real-time gross settlement payment system set up and operated by the BNB.
17. The **"Date of System Renewal/Reissue"** of the Card shall be made no later than 45 (forty-five) days before the expiry of its validity.
18. (New, with effect from 29/07/2019) **"m-Token Postbank" ("Software Token")** is an application for mobile device (smartphones) with Android or iOS operating system, serving as a means of authenticating the Authorized Holder's identity and of confirming the consent to execute electronic remote payment and non-payment operations performed with the Card and/or other digital remote access channels. It is activated at the request of the Authorized Holder through the service of the Internet Banking – e-Postbank, including through the Basic Functionality of Internet Banking. Access to the application is provided with a PIN for Software Token specified by the Authorized Holder or with biometric data. The Software Token cannot be installed on more than one device at a time. Activating a Software Token on a new device automatically deactivates the current device token.
19. (New, with effect from 29/07/2019) **"3D Dynamic Code"** is a unique, one-time valid code, sent by the Bank via an SMS message to the phone number of the Authorized Holder. It serves to authenticate the Authorized Holder's identity and to confirm the consent for execution of electronic remote payment and non-payment operations performed with the Card and/or with other digital remote access channels. The message shall contain information about the operation, whose confirmation is required (amount of the transaction and trader/receiver of the amount).
20. (New, with effect from 29/07/2019) **"Biometric data"** means personal data relating to an individual's physical, physiological or behavioural characteristics, registered as a result of specific technical processing through the capabilities of the operating system on a mobile device used (fingerprint, facial recognition) that

allow or confirm his/her biometric identification and can therefore be used to unlock and provide access to the Software Token functionalities.

21. (New, with effect from 29/07/2019) **“Push notification”** is a message (notification) in the form of a short message, which is sent by the Bank to the Card Holder and is displayed on the mobile device screen, on which the application m-Token Postbank is installed and activated. With it, the Card Holder is informed that an operation requiring his/her confirmation is performed and that it is necessary to unlock the m-Token Postbank and to confirm it. The notification shall contain information about the operation, whose confirmation is required (amount of the transaction and trader/receiver of the amount).
22. **“Internet Banking e-Postbank”** – a service provided by the Bank for remote online access to payment accounts and other products and services provided by the Bank and for initiation and implementation of electronic remote payment and non-payment operations in accordance with the Bank’s General Terms and Conditions for Electronic Banking “Internet Banking” for individuals and company clients.
23. **“Basic Functionality of Internet Banking”** – a service, provided by the Bank, allowing remote online access to information on balances and transactions on payment accounts and information on other products and services provided by the Bank, without the possibility to initiate and execute electronic remote payment transactions. It is provided at online registration under the General Terms and Conditions for opening, keeping and closing of bank accounts of individuals in the Bank.
24. (New, with effect from 14/09/2019) **“QR code”** is a matrix barcode in the form of a square with black modules on a white background that encodes information that is displayed when scanning the code with a mobile device equipped with a camera. The QR code is used to encode information about a specific online card transaction and its decoding by m-Token Postbank.

## II. General Provisions

1. (Amended, with effect from 13/02/2018) **“Issuance of electronic money”** - The Bank issues electronic money at par value upon receipt by the Bank of the relevant funds. The parties agree that, to obtain funds for the issuance of electronic money is any payment of cash (including payment of cash in accounts through ATMs) and each incoming credit transfers ordered Account. The issued electronic money are kept in the Account.
2. **“Redemption of electronic money”** - The Account Holder has the right at any time to request redemption of a part or of the total value of the non utilized electronic money. The redemption is performed by payment in cash of the nominal value of the monetary value of the electronic money held on the electronic money account. The right to redeem is exercised after depositing of a written request. By signing the Agreement and these General Terms and Conditions the parties agree that in their relations they will consider as such any order for cash withdrawal at a cash desk from the Account. The fee due for the redemption by the Account Holder is in accordance in the Bank’s Tariff and in the cases specified in the General Terms and Conditions for opening, keeping and closing of bank accounts of individuals in Eurobank Bulgaria.
3. For access and disposal of the funds to the amount of the available balance on the Account and to the amount of the limits determined on the Card, the Bank issues the Card to the Authorized Holder, who in the case of a personal main prepaid card is also an Account Holder and in the case of a personal additional prepaid debit card is determined by the Account Holder on the basis of the Agreement.
4. **Term of the Agreement.** The Agreement shall enter into force with effect from the date of its signing by all parties. The Authorized Holder and the Account Holder shall receive a copy of the Agreement in the financial centre of the Bank, in which the Agreement is concluded after its signing by all parties. The Agreement expires on the last day of the month of the year, marked on a personal main Prepaid Cards. In the event that the Agreement is not terminated early on any of the grounds specified in these General Terms after the expiration of its initial term, the same shall be deemed to be renegotiated for the same term and conditions. The possibility of automatic renegotiation in the order of the preceding sentence is applied many times.
5. The Authorized Holder may perform the following Transactions/Operations with the Card:
  - 5.1. cash withdrawal through ATM terminals;

- 5.2. payment of goods and services at retail outlets through POS terminals;
- 5.3. payment of utility services and performance of other transactions via Internet payment platforms (ePay.bg, Ebg.bg, etc.); payment of utilities on ATM terminals owned by the Bank; payment of utility services at Borika ATM terminals (via the B-Pay service);
- 5.4. payment of goods and services on the Internet;
- 5.5. reference and other payment and non-payment operations on the Account;
- 5.6. (New, with effect from 13/02/2018) depositing cash through ATM terminals owned by the Bank, specifically designated as offering this service (“ATM cash deposit”).

6. (Amended, with effect from 13/02/2018) Transactions/operations under Articles II.5.1, II.5.2, II.5.3, II.5.4 can be carried out in the country and abroad via ATM and POS terminals, marked with trade marks (brands, logos) of the respective international card organization – Mastercard, as well as via virtual POS terminals. Operations under Article II.5.5 and II.5.6 can only be performed on Bank ATM terminals on the territory of the Republic of Bulgaria, with the exception of an account balance statement that can be made on other terminal devices, too.
7. (Amended, with effect from 13/02/2018) The fees and commissions of the Bank applicable to the transactions/operations with the Card and to the services available to the Card Holders, as well as the limits for operations applicable to the Card, are specified in the Tariff relevant to the issuing and servicing of the Prepaid Cards and constituting an integral part of the Agreement. The parties agree that the applicable Tariff is provided on the following durable medium – the Bank’s website [www.postbank.bg](http://www.postbank.bg). By signing the Agreement, the Account Holder and the Authorized Holder expressly declare that they are aware of the Tariff and agree to accept its application in their dealings with the Bank related to the Agreement and the General Terms and Conditions applicable thereto, together with all its amendments and additions pursuant to the General Terms and Conditions and the Agreement. Information on the values of the exchange rate applicable by the Bank is available on a durable medium – the Bank’s website [www.postbank.bg](http://www.postbank.bg), as well as at the bank offices. The exchange rates, applicable by the international card organizations Mastercard Europe, are provided on a durable medium – the Bank’s website [www.postbank.bg](http://www.postbank.bg), which contains link to the website of international card organization Mastercard.
8. (New, with effect from 13/02/2018) In the “ATM deposit” service:
  - 8.1. ATM terminals of the Bank, specifically designated to offer this service, shall accept only Bulgarian genuine undamaged banknotes with a nominal value of BGN 5, 10, 20, 50 and 100, and verification shall be made when they are placed in. Counterfeit and forged banknotes shall be retained in the ATM terminal, shall not have effect on the deposit under the Account, and for them the Bank does not owe replacement with any other banknotes and/or any other compensation.
  - 8.2. For each ATM deposit made, a receipt with confirmation and data of the performed transaction, including the total amount deposited and the post-transaction Account balance, is printed out by the ATM terminal.
  - 8.3. The deposited funds are credited to the Account to Card and increase its funds availability. Changes on the balance of the Account are made immediately after the deposit has been made.
  - 8.4. According to the technical capabilities of the ATM terminal, which are displayed on its screen:
    - a) a certain maximum number of banknotes of the same or different nominal value may be placed simultaneously to an ATM;
    - b) An ATM terminal accepts a maximum number of banknotes, with an equal or different nominal value, for each deposit.
  - 8.5. Once the banknotes have been placed in the ATM terminal, a transaction cancellation function can also be selected, in which case the same banknotes are returned. Upon confirmation of the transaction, the banknotes are

non-refundable. In case of counterfeit or forged banknotes, the ATM terminal shall retain them.

### III. Issuing and Renewing/Reissuing a Card

1. The Bank issues the Card with a period of validity ending on the last day of the month of the year marked on it.
2. The Card is owned by the Bank and is provided for use by the Authorized Holder, who is obliged to use it only in person.
3. (Amended, with effect from 16/07/2018) The Bank shall issue and transmit the Card to the Authorized Holder or to a person authorized thereby with power of attorney under Article III.9. within 10 days of conclusion of the Agreement.
4. Immediately upon receiving the Card and the sealed envelope with the PIN, the Authorized Holder is required to check: a) the integrity of the envelope with the PIN and the correspondence between the number printed on the face of the Card and the indicated part of the Card number (without the control numbers) in the envelope with the PIN; b) the correspondence between the spelling of the names of the Authorized Holder on the Card stated in the Agreement and the manner, in which the names of the Authorized Holder are written on the received Card. In compliance with the above data, the Authorized Holder shall sign the designated location on the Card.
5. (Amended, with effect from 13/02/2018) In case of discrepancy between the number printed on the face of the Card and the one indicated in the envelope with the PIN and/or in case of discrepancy between the spelling of the names of the Authorized Holder on the Card stated in the Agreement and the manner, in which the names of the Authorized Holder are written on the received Card, the Authorized Holder shall immediately return the Card to the Bank. The Bank shall take the necessary action to remedy the non-compliance at its own expense within 10 days of the return of the Card.
6. (Previous Article. III.5, amended, with effect from 13/02/2018) In case of suspicion of violation of the integrity of the envelope with the PIN, the Authorized Holder shall immediately notify the Bank in accordance with Article VII.8.
7. (Previous Article III.5, amended, with effect from 16/07/2018) Upon expiry of the validity of Article III.1, and automatic renegotiation of the Agreement term, according to Art. II.4. above the Card shall be renewed for a new period, as the Authorized Holder or a person authorized thereby with power of attorney under Article III.9 is handed over a renewed Card with the same number. In order to receive the renewed Card, the Authorized Holder shall, within no more than 10 (ten) days prior to the expiry of the validity of the Card, transmit to the Bank the Expiring Card and shall receive its new card in person or through a person authorized thereby with power of attorney under Article III.9. The old plastic card shall be destroyed in the presence of the Authorized Holder. On receipt of the renewed Card, Article III.4 and Article III.5 shall apply accordingly. Upon renewal of the Card, the Bank does not issue a new PIN to the Authorized Holder. When the Card is reissued, the Bank shall issue a new PIN.
8. (Previous Article III.5, amended, with effect from 13/02/2018) The Card is not renewed/reissued in the following cases:
  - 8.1. No operations have been performed with the Card for a period of 2 years prior to the date of systematic renewal/reissue;
  - 8.2. The Card is blocked at the date of systematic renewal/reissue, regardless of the reason for its blocking;
  - 8.3. Prior to the date of systematic renewal/reissue of the Card, actions have been taken to terminate the contractual relations of any of the Parties to the Agreement.
9. (Previous Article III.6, amended, with effect from 16/07/2018) The issued Card, as well as any subsequent Card to be issued for replacement or renewal of the initial one, shall be handed over in person to the Authorized Holder or to a person authorized thereby by an authorized officer of the Bank in the financial centre, in which the Agreement is concluded or in another financial centre, specified by the Authorized Holder. In case the Card is handed over to a proxy, he/she shall be authorized by an explicit written power of attorney, meeting the following requirements:
  - 1) Power of attorney with a notary certification of the signature or of the signature and the content; the certification shall be made (a) by Bulgarian notary after May 2016 or (b) by Bulgarian diplomatic or

consular office abroad and in this case the first time when it is presented to the Bank shall be not later than 1 (one) year after the date of its certification;

- 2) Power of attorney in accordance with the Bank's form, signed in front of a Bank's employee simultaneously by both – the authorizer and the authorized person;  
The power of attorney shall be presented by the proxy in an original together with a valid document of his/her identity. The Bank shall have the right to request the explicit written confirmation of the validity of the power of attorney by the authorizer, if it has not been signed by its officer, as well as to perform a check of the power of attorney in Registers, to which regular access has been granted. The Bank has the right to refuse to accept a power of attorney in case of non-compliance with its requirements for work with powers of attorney, such as, but not limited to: if upon its discretion the scope of the representative authority of the proxy is not clearly and unambiguously defined; if in the power of attorney there is a condition for cancelation of the proxy rights or a condition for execution, which is out of the Bank control or upon Bank's discretion creates difficulties beyond the ordinary for account maintenance; if the Bank cannot perform check for the power of attorney in the relative registers, to which it has an official access; if the Bank cannot receive a written confirmation for the validity of the power of attorney by the authorizer; upon doubts for the authenticity of the power of attorney or for any illegal acts or others of the kind.

By signing the Agreement, the Authorized Holder declares that he/she has been notified and agrees that in case the Card is handed over by the Bank to a proxy, he/she shall bear all risks of not receiving it by fault of the proxy, as well as the possible execution of operations with the Card by the proxy or by a third party.

- 9.1. In case that the Authorized Holder requests the receipt of a renewed/reissued Card in another Financial Centre of the Bank after the date of systematic renewal, the Bank shall provide an opportunity for this by collecting a fee at the amount specified in the Bank Tariff, for which the Account Holder gives his/her consent. In case of an explicit written request by the Authorized Holder, the Card may be delivered by courier to the current correspondence address specified by the Authorized Holder, in which case the Bank shall collect a fee determined in accordance with the Bank Tariff, for which the Account Holder gives his/her consent. Upon delivery of the Card by courier, the Card may be received only personally by the Authorized Holder. The receipt of the Card is certified by signing a protocol, respectively the courier bill. The Authorized Holder declares that he/she is informed that upon delivery of the Card by courier the latter is authorized by the Bank to request the identity card of the Authorized Holder for the purpose of certifying his/her identity and to enter his/her personal data (name, personal ID number and identity card number) on the bill of lading for the purpose of certifying the receipt of the Card. The Authorized Holder assumes the risk of non-receipt, existing upon delivery of the Card by courier, if he/she has not declared his/her exact address to the Bank or has not notified the Bank in due time to change the address. In the cases in the preceding sentence, the courier shall return the Card to the Bank and the conditions of Article III.10 below shall apply.
10. (Previous Article III.7, amended, with effect from 16/07/2018). The issued Card shall be kept by the Bank for a period of four months from the date of issue. If the Card is not requested by the Authorized Holder or by a person authorized thereby under Article III.9 at the relevant Banking Centre or if the courier fails to find the Card Holder – at the address for correspondence, the Card is destroyed. When destroying the Card pursuant to this provision, the Agreement is not terminated and the Authorized Holder/Account Holder is not released from his/her obligations under the Agreement. In the cases of this provision, the Authorized Holder shall have the right to apply for issuance of a new Card pursuant to Article VII.12 or to terminate the Agreement under Article IX.1.

### IV. Personal Identification Number (PIN) and code for verification of the Card and the Authorized Holder (CVV 2/CVC 2). Code word (password). Software Token (m-Token Postbank)

1. (Amended with effect from 16/07/2018) The Card is issued with a unique PIN code, which is transmitted to the Authorized Holder or to a person authorized thereby with power of attorney under Article

- III.9 in a sealed envelope. The PIN code is handed over by an authorized officer of the Bank in the Bank's Financial Centre (Office) or by a courier to the Authorized Holder's current correspondence address, depending on the method of receipt of the Card determined under Article III.9 above. By signing the Agreement, the Authorized Holder declares that he/she has been notified and agrees that in case the PIN is handed over by the Bank to a proxy, he/she shall bear all risks of not receiving it by fault of the proxy, as well as of the possible execution of operations with the Card by the proxy or by a third party and shall accept that handing over a PIN from the Bank to the proxy in a sealed envelope does not constitute disclosure of the PIN to a third party.
2. The PIN code is only used with the Card, for which it has been issued.
  3. The Authorized Holder is obliged to keep secret the PIN code of the Card, to take all necessary precautions against its becoming known by other persons by not communicating it to anyone, not recording it on the Card or on any other item he/she carries together with the Card or on another medium, and to take any other necessary measures for preserving the secrecy of the PIN code. Allowing third parties to know the PIN code, its reporting or writing on any medium is a gross negligence on the part of the Authorized Holder, as the listing is not exhaustive.
  4. The PIN code can be changed many times by the Authorized Holder through an ATM terminal (automated teller machine) of the Bank.
  5. If a wrong PIN is entered three times in succession on terminal devices requiring PIN code input, the Card is blocked for further use on devices requiring a PIN code. The ability to use the Card on devices requiring the entry of the PIN code is resumed after the card system passes into a new operating cycle after 11:00 a.m. on the next day and after entering the correct PIN code by the Authorized Holder.
  6. (Amended, with effect from 29/07/2019) In case of a forgotten PIN of the Card or a lost envelope with PIN of the Card, as well as in case of doubts or assumptions about knowing the PIN by a third party, the Authorized Holder shall notify the Bank in the order of Article VII.8, then choose one of the following options, for which each of them owes a fee according to the Bank Tariff: a) The Card will be reissued; b) a new PIN of the Card will be issued.
  7. Apart from the PIN code, a unique additional code (CVV2 /CVC 2) of the Card is generated, which is a code of verification of the Card and of the Authorized Holder and which is composed of the last three digits of the number printed in the Card signature bar. The Authorized Holder is obliged to announce this additional code, if such is required, as well as the Card number and the period of its validity when making Card payments online or over the phone, when the Card is not physically present and information from the magnetic stripe/chip of the Card is not available. The code notification serves as the basis for the Bank to approve or to refuse to carry out the respective operation.
  8. Upon signing the Agreement, the Account Holder and the Authorized Holder shall indicate in the Agreement a code word (password) that serves for additional identification of the Authorized Holder/Account Holder by the Bank upon a request by telephone for information about transactions with the Card, balance on the Account/Additional accounts and blocked amounts. By signing the Agreement, the Authorized Holder and the Account Holder agree that the above information is provided by the Bank by telephone to a person identified by the Bank as an Authorized Holder or Account Holder on the basis of three names, personal number (EGN), Card Number and a code word under the preceding sentence, indicated by him/her. The Parties accept as unambiguous and indisputable any identification performed by the Bank on the basis of the above data. The Authorized Holder/Account Holder is required to take all necessary precautions against other persons getting to know the code word, including by not communicating it to anyone and not registering it on any medium. Upon conclusion of the Agreement, a new code word may be requested by the Account Holder or by the Authorized Holder with the consent of the Account Holder.
  9. The order to carry out the respective transaction/operation shall be deemed given with performing the actions under Article VII.3. The payment order made in this way cannot be withdrawn.
  10. (New, with effect from 29/07/2019) In order to make electronic remote payment and non-payment operations on the Internet at certain traders, whose websites are marked with Mastercard Identity Check or VISA Secure, the Card Holder shall install and activate the mobile application m-Token Postbank. The m-Token Postbank application is activated at the request of the Authorized Holder through the Bank service of Internet Banking – e-Postbank, including through the Basic Functionality of Internet Banking.
  11. (New, in effect from 29/07/2019) The Card Holder shall receive the activation codes for the m-Token Postbank application by SMS and by e-mail to the mobile telephone number and e-mail address registered with the Bank (the sent e-mail contains a link to download the application). The Bank shall not be liable for any mobile telephone number and electronic address mistakenly submitted and/or not updated by the Card Holder. An update of a mobile phone number and an e-mail address can be made at a Bank office.
  12. (New, with effect from 29/07/2019) In order to ensure a sufficiently high level of protection of the channels, by which the activation codes are received, the Card Holder is obliged to ensure that the access to his/her e-mail via the mobile device is made by consumer name and password, and the access to his/her SMS messages is made after entering the respective mobile device unlocking credentials (Mobile Device PIN or Biometric Data).
  13. (New, with effect from 29/07/2019) With the activation of the m-Token Postbank application, the Card Holder is considered to select the same for a means of identification to the Bank and for confirming his/her consent to execute electronic remote payment and non-payment operations with the Card, as well as with the other digital remote access channels and with its activation instructs, if another active means of signature exists, to be deregistered by the Bank.
- V. Electronic Money Account**
1. With the Card, the Bank provides access to the Authorized Holder to the Account opened at the Bank at the request of the Account Holder.
  2. Through the Card, withdrawals and payments may be made up to the amount of the available balance on the Account, within the limits set by the Agreement for the use of the Card and respectively over the amount blocked in execution of a distraint order or on any other legitimate basis on the Account. In case that a debit balance is formed on the Account, the Authorized Holder, in case of a personal main Prepaid card, shall be responsible for repaying the formed obligation on the Account. In case of a personal additional Prepaid card, the Authorized Holder and the Account Holder are responsible for repaying the formed obligation on the Account under the conditions of solidarity.
  3. The Bank shall ex officio charge the Account with the sums of the transactions executed by the Authorized Holder in use of the Card, in the order of entering and execution of the respective operations at the Bank and their accounting.
  4. (Amended, with effect from 06/09/2018) Transactions carried out with Prepaid cards Mastercard Prepaid in a currency other than euro, shall be converted in Euro at the applicable exchange rate at the date of transaction on the international card organization Mastercard Europe, information about which is available on the website of the respective card organization, when a second currency conversion shall be made at the Bank's exchange rate on the day of execution of the respective payment order.
  5. With the signing of the Agreement, the Account Holder gives his/her consent and authorizes the Bank to collect ex officio from the balance on the Account, as well as from the funds available on any other account, opened at the Bank, all its receivables, including but not limited to receivables in relation to the use of the Card, as the Bank shall notify him/her of the basis, value date and the amount collected under Article VI of these General Terms and Conditions.
  6. By signing the Agreement, the Authorized Holder agrees and authorizes the Bank to collect ex officio from the balances of all its accounts, opened at the Bank, all its receivables, including but not limited to receivables arising from the use of the Card, as the Bank shall notify him/her of the grounds, the value date and the collected amount under Article VI of these General Terms and Conditions.

7. Subject to the Official Rules of the loyalty programme "My rewards" of bank cards, issued by "Eurobank Bulgaria" AD, if requested by the Cardholder to exchange accumulated points program against the cash prize, the Bank credit the account with an amount equal to the value of the prize within 7 business days of the request by the Cardholder.
  8. Subject to the rules for conducting the program "Share and Win" for customers "Eurobank Bulgaria" AD, the Bank loaded the account with an amount equal to the value of the prize.
  9. Except for the cases under Art. V.7 and Art. V.8., a fee shall be due specified in the Bank's Tariff for each loading of the Account with amounts.
  10. (New, in force as of 06/09/2018) All changes of the applicable exchange rates shall apply immediately upon their entry into force without the Account Holder being notified in advance of the change. The Bank charges a conversion fee, as specified in the Tariff. Accounting date of the transaction is stated in the monthly statement of Art. VI, as the Authorized Holder and / or the Account Holder, by accepting the present General Terms and Conditions, declare that they are aware that they may obtain information on the course applicable on that date on the website of the relevant international card organization referred to in this Article V.
- VI. Provision of Information. Monthly Statements**
1. (Amended, with effect from 06/09/2018) The Bank undertakes to provide to the Authorized Holder/Account Holder, for a certain period of time, but not less than once a month, in writing, the information about the operations, which is due according to the GTC for accounts and the Agreement concluded between the Account Holder and the Bank. In the cases when the Account Holder entitles the Authorized Holder to dispose of the funds on account through the Card, the Account Holder authorizes the Bank and agrees that it shall provide the Authorized Holder also with the information due under the GTC for Accounts and the Agreement between the Account Holder and the Bank for the transactions/operations performed with the Card, as well as other information regarding the balances and the movement on the Account/Additional Accounts, which constitutes a bank secret.
  2. The Bank issues and sends monthly to the Card Holders of a Prepaid Card Mastercard Prepaid, via an e-mail a Monthly statement that reflects all Transactions with the Card, as well as any other operations of the Card Holder, executed during the respective monthly reporting period, specified in the statement, in particular: **a)** all Transactions, for which a Prepaid Card Mastercard Prepaid is used, executed by the Bank within the relevant monthly reporting period; **b)** all credit transfers on the Prepaid Card Mastercard Prepaid, including, but not limited to, discounts advertised by the Bank or by Traders; **c)** the dates, on which the Transactions specified in letter a) are ordered and the date, on which they are executed by the Bank (value date).
    - 2.1. Upon request sent by the Card Holder, the Bank shall re-send by e-mail or shall provide personally at a Bank's office a duplicate of one or more Monthly Statements sent.
    - 2.2. Transactions that are ordered but not received, respectively executed by the Bank during the respective reporting monthly period, are stated in subsequent Monthly Statements, according to their value date.
    - 2.3. The Bank may, at its discretion, include other information in the Monthly Statement, or apply to it advertising messages and notices of promotions, services and products of the Bank and of Retail Outlets accepting payments with Prepaid Card Mastercard Prepaid and with which the Bank has concluded Agreement for the acceptance of payments with payment instruments.
    - 2.4. If, after the last monthly reporting period, for which the Bank has issued and posted a Monthly Statement, no Transactions have been executed with Prepaid Card Mastercard Prepaid, no fees or other charges have been charged under these Terms and Conditions, the Bank does not issue, nor send Monthly Statements.
    - 2.5. In case of performing a new Transaction via a Prepaid Card Mastercard Prepaid after the end of the respective reporting period, the Bank shall resume the issue and submission of the Monthly Statements.
- 2.6. In case that an e-mail address is not provided for sending the Monthly Statement, the Card Holder may receive his/her monthly statement personally at a Bank's office.
  3. All operations performed using the Card via ATM and POS terminals are automatically recorded in a chronological order by the Bank through certain procedures and technical means that allow secure storage and accurate reproduction of the information and exclude any possibility of its subsequent modification. Recordings of all operations performed with the Card via ATM or POS terminals are accounting documents pursuant to the Accountancy Act and are believed to be true until proving otherwise.
  4. In case of denial to execute an order for execution of payment operation, the Authorized Holder shall immediately receive information about the refusal in the form of a message appearing on the display of the ATM or POS terminal or an electronic mail message, when a payment transaction is denied via the Internet or telephone, unless in the cases, when the provision of this information is not permitted under the applicable law.
- VII. Use of the Card. Blocking and deactivating. Safe notification procedure**
1. (Amended, with effect from 16/07/2018) The Card is handed over to the Authorized Holder or to a person authorized by Authorized Holder with power of attorney under Art. III.9 inactivated, as to be able to be used to carry out transactions, the Card needs to be activated. Upon transmission of the Card to the Financial Centre of the Bank, the activation shall take place after the handing over, within the technological period needed for implementation. When delivering the Card by courier, the activation is performed by the Authorized Holder by calling the Customer Service Centre telephone number – 0 700 18 555 (+359 2 816 60 00 when calling from abroad) and performing a proper identification of the Authorized Holder. The Bank executes the request for activation, submitted by phone, within the technological period needed for implementation from its receipt.
  2. The Authorized Holder is obliged to use the Card personally. The use of the Card cannot be given to third persons.
  3. (Amended, with effect from 29/07/2019) The use of the Card and the issuing of a payment order for the execution of payment and non-payment operations through the Card can be effected in the following ways:
    - 3.1. (Amended, with effect from 29/07/2019) For operations performed on an ATM terminal – by inserting the Card into the ATM terminal and entering a PIN from the ATM keyboard (if such is required by the respective terminal).
    - 3.2. (New, with effect from 29/07/2019) In case of operations performed on a POS terminal in physical presentation of the Card – by inserting or passing the Card into/through the POS terminal, and in cases where the POS terminal or its operator requires it – a PIN entry from the POS keyboard.
    - 3.3. (Amended, with effect from 29/07/2019) In case of remote transactions performed via the Internet, by telephone or e-mail, including when registering and using the Card on Internet payment platforms, such as epay.bg and others – by entering/filling in the Card number, the name of the Card Holder, the validity period of the Card and the additional security code (CVV2/CVC2) of the Card in the respective fields of the trader's website, respectively filling in the specified data in a special form, provided by the trader and sending it to the trader by e-mail, respectively, by communicating them to the trader by phone.
    - 3.4. (New, in force as of 29/07/2019) In addition to the data referred to in Article VII.3.3 above, in the conduct of electronic remote operations over the Internet on sites of certain dealers designated on their Web Site Mastercard Identity Check or VISA Secure, the Card Holder shall confirm his/her agreement to the operation in one of the following ways:
      - a) via an activated m-Token Postbank application, as specified in Article VII.3.5.
      - b) by entering a 3D dynamic code received by an SMS message sent to the Card Holder's telephone number, registered at the Bank. The Bank shall not be liable, if the respective service provider does not provide the transmission or does not transmit the SMS in due time, as

well as in cases when, due to circumstances not dependent on the Bank, the SMS message is not sent, respectively received, by the Card Holder.

- 3.5. (Amended, with effect from 14/09/2019) When using m-Token Postbank to confirm the consent to execute a particular electronic remote payment transaction on the Internet under Article 3.4(a) above, the Authorized Holder shall receive a Push notification on the mobile device, on which the m-Token Postbank application is installed and activated, or scans a QR code displayed on the merchant's site, as a result of which the m-Token Postbank application displays information about the specific transaction that needs to be confirmed. To confirm the agreement to perform the operation by Push notification or QR code, the Authorized Holder shall unlock and access the m-Token Postbank application by identifying himself/herself in a way chosen by him/her in advance – with a designated by him/her PIN for m-Token Postbank or with Biometric Data and shall explicitly confirm the operation. To unlock with Biometric data one needs a mobile device with an Android operating system, having a fingerprint sensor or a device with iOS operating system, having a fingerprint sensor or a facial recognition option.
- 3.6. (New, with effect from 29/07/2019) The m-Token Postbank application is a personalized security tool with respect of the Card and the Authorized Holder is obliged to take all reasonable steps to preserve and prevent unauthorized access. In this regard, the Authorized Holder is obliged, when storing Biometric Data in the mobile device (fingerprint, face recognition) to take the necessary precautions to prevent its unauthorized use and/or its use for fraudulent purposes, including: to use the mobile device only personally and not to relinquish it for use to other persons (including children, parents, spouses), to protect the mobile device from damage, destruction, loss, stealing, exploitation in another unlawful manner, and not to register in the operating system of the mobile device other persons' Biometric Data. Upon entering the application with Biometric Data, access to it will be considered authorized/allowed by the Card Holder when using any of the Biometric Data registered in the operating system of the mobile device. Upon unlocking with a PIN code, the Authorized Holder has all the obligations to keep it secret, as provided in these General Terms and Conditions for the PIN Code of the Card.
4. (Amended, with effect from 29/07/2019) The Bank and the Card Holder agree that for the purposes of execution of payment transactions by means of the Card, each action/combination of actions described respectively in Article VII.3.1 – VII.3.5, shall constitute a valid Card Holder identification, confirmation of the specific amount and of the recipient and consent for execution of the respective payment transaction ordered via the Card, the Bank is obliged to fulfil the payment order given in this way after its submission thereto and subject to the conditions in Article VII.6 and VII.7 of the present General Terms and Conditions.
5. The moment of receiving the execution order for the respective transaction/operation is the moment when the Bank receives the order from the Authorized Holder, submitted pursuant to the present General Terms and Conditions (when its data is entered in the Bank's accounting and information system). The parties agree that payment orders submitted after 11:00 a.m. on the relevant day are deemed to be received on the next business day.
6. The Bank shall execute the orders by the end of the same day, on which the order was received or at the latest by the end of the next business day, when the payee's provider does not participate in the real-time gross settlement payment system (RINGS) in real time or in the payment system, of which the BNB is a settlement agent.
7. The Authorized Holder is obliged to use the Card up to the amount of the available balance on the Account, in accordance with the limits set by the Agreement for using the Card. The Bank may unilaterally change the agreed limits, and it shall immediately notify the Authorized Holder and the Account Holder for it. The change under the preceding sentence shall enter into force under the terms and conditions of Article X.10. After the conclusion of the Agreement, the limits may be changed by the Account Holder within the maximum limits for use of the Card specified in the Bank Tariff. In case that the Account Holder is not an Authorized Holder of the Card, he/she shall notify the Authorized Holder of the changes made to the limits. The Authorized Holder, who is not the Account Holder, has the right to request a reduction of the limits on the Card, and shall notify the Account Holder of the changes. The Account Holder shall have the right to request a one-off increase of the applicable limits above the maximum amounts specified in the Bank's Tariff for a performance of a one-time transaction with the Card within the working day. After the performance of the transaction (or after the expiry of the business day, if the transaction is not completed), the limits applied before the increase are reimbursed to the Card. Any change of card limit referred to in this provision and initiated by the Authorized Holder/Account Holder of the Account, the Account Holder pays a fee according to the Bank's Tariff.
8. (Amended, with effect from 06/09/2018) The Authorized Holder, respectively the Account Holder, is obliged to notify the Bank immediately on telephone **0 700 18 555 (+359 2 816 60 00, when dialling from abroad)** or by e-mail to: **klienti@postbank.bg** or by appearing personally in one of its financial centres in case of losing, stealing, misappropriating or otherwise removing, destroying, tampering or otherwise misusing the Card; learning about unauthorized use by the Authorized Holder or inaccurate transaction/operation with the Card; in case of doubt or assumption of knowing the PIN by a third party, in case of suspected violation of the integrity of the envelope with the PIN or learning about unauthorized or inaccurately performed transactions, as well as upon retention of the Card by an ATM or by a person receiving a payment at a commercial site. In such cases, the Bank shall block the Card promptly upon receipt of the notification. Upon request of the Account Holder/Authorized Holder, the Bank is obliged to provide him/her with relevant evidence that a notification has been made under this Article VII.8 within 18 months of the date of the notification.
9. The Bank shall temporarily discontinue the use of the Card by blocking it in any of the following circumstances:
- 9.1. Upon notification by the Account Holder/Authorized Holder requesting the blocking of the Card due to doubts about a third party knowing the data or PIN of the Card;
  - 9.2. Receipt at the Bank of a distraint order on the Account or on all Accounts of the Account Holder of a Bank account;
  - 9.3. Breach of the Agreement and/or of these General Terms and Conditions by the Authorized Holder/Account Holder;
  - 9.4. A written request by the Authorized Holder and/or the Account Holder containing a request to block the Card, outside the cases under Article VII.8;
  - 9.5. Retention of the Card by an ATM terminal or by a person accepting payment at a commercial site;
  - 9.6. For reasons related to the security of the Card and for the purpose of protecting the Account Holder/Authorized Holder from performing unauthorized transactions with the Card, including in case of a reasonable suspicion of unlawful use (including on behalf of the Authorized Holder) or when the Bank becomes aware of a risk of unauthorized use of the Card (outside the cases under Article VII.11.3), as well as in any other case where there is a risk of unauthorized or of another unlawful use of the Card. In these cases, the Bank shall block the Card without notice, notifying the Authorized Holder at the earliest opportunity, including by phone, unless giving such information is prohibited for security reasons or certain regulatory requirements.
  - 9.7. Upon notification by a third party, including by telephone, with a request for blocking of the Card in order to protect the Account Holder/Authorized Holder from unauthorized or from another unlawful misuse of the Card.
- 9a. (New, with effect from 06/09/2018) In cases when the Bank blocks the Card for a reason other than a request from the Account Holder/Authorized Holder and in cases of doubt about or in the presence of a fraud or a security threat for provision of the services under these General Terms and Conditions, the Bank shall notify the Account Holder/Authorized Holder as soon as possible, including through short text message (SMS), if a notification via a short message service (SMS) is requested under Article X.5 below, or a phone call by telephone specified by the Holder / Authorized Holder, and/or by e-mail (e-mail address), to the extent that the

Account Holder/Authorized Holder has provided an e-mail address and if no short text message (SMS) notification has been requested. The Account Holder/Authorized Holder and the Bank shall endeavour to maintain and use such means and channels of notification in a manner that meets the current technology security standards, prevent them from being used by unauthorized third parties and protect their integrity.

The Bank shall notify the Card Holder appropriately in the occurrence of significant operational or security-related incident that affects or could affect the financial interests of the Card Holder, including all measures undertaken to limit the adverse effects of the incident.

10. The Card may be unblocked only under the following conditions:
  - 10.1. In case of blocking on the basis of Article VII.9.1 and Article VII.9.4, the Card may be unblocked upon submission of a written request by the Account Holder/Authorized Holder;
  - 10.2. In case of blocking based on Article VII.9.2 and Article VII.9.3, unblocking of the Card is possible after the reason for the blocking has ceased to exist;
  - 10.3. In case of blocking based on Article VII.9.5, if the retained Card is available and in a good technical condition, it may be obtained by the Authorized Holder from the financial centre of the Bank, where the Agreement was signed, in which case the Card is unblocked upon its handing over to the Authorized Holder in a Financial Centre of the Bank;
  - 10.4. In the cases under Article VII.9.6, if the ground for blocking has ceased to exist, the Card is unblocked after submitting a written request by the Account Holder/Authorized Holder or by calling the Customer Service Centre and performance of proper identification of the Account Holder/Authorized Holder;
  - 10.5. In the cases under Article VII.9.7, the Card is unblocked after submitting a written request by the Account Holder/Authorized Holder or by calling the Customer Service Centre and performance of proper identification of the Account Holder/Authorized Holder;
  - 10.6. In all cases under Article VII.9, where the blocking has been requested by the Account Holder, unblocking (if such is possible under the above conditions) cannot be performed at the request of the Authorized Holder, who is not the Account Holder.
11. The Bank shall deactivate the Card, by which it renders it invalid for use, in case of:
  - 11.1. notification of loss or stealing of the Card;
  - 11.2. (Cancelled, in force as of 29/07/2019);
  - 11.3. suspicion of abuse by data capturing – skimming;
  - 11.4. upon return by the Authorized Holder of a technically malfunctioning Card;
  - 11.5. a submitted written request to do so by the Authorized Holder;
  - 11.6. in case of retention of the Card by an ATM terminal or by a person accepting payment at a commercial site and unclaimed within one month, under Article VII.10.3;
  - 11.7. (Amended with effect from 13/02/2018) expiry of the Agreement, respectively of the validity of the Card and the issuance of a new Card, which replaces the previous Card in accordance with Art. III.7;
  - 11.8. early termination of the Agreement;
  - 11.9. closing the Account;
  - 11.10. death or imprisonment of the Authorized Holder;
12. A deactivated Card cannot be reactivated and is subject to destruction. In the cases referred to in Article VII.11.1 – 6, a new Card may be issued to the Authorized Holder to replace the deactivated one upon submission of a written request for it to the Bank. In these cases, the Contract is considered to be renegotiated under the same conditions and for the duration of the new Card. After expiry of the renegotiated term, the conditions for automatic renegotiation shall apply, according to Art. II.4.
13. (New, with effect from 29/07/2019) The Authorized Holder shall immediately notify the Bank of the ways referred to in Article VII.8. of loss, theft, misappropriation or withdrawing otherwise, destruction or use in any other unlawful manner of the mobile device of the

Authorized Holder, on which the m-Token

Postbank application has been installed and activated, as well as in case of any suspicions or allegations of unauthorized use by third parties of the mobile device of the Authorized Holder, on which the m-Token Postbank application is installed and activated, and/or for learning from other persons the PIN for access to m-Token Postbank. In such cases, the Bank shall deactivate the Software Token promptly upon receipt of the notification.

14. (New, with effect from 29/07/2019) The Bank may disable the Software Token and if there is a reasonable suspicion of its improper use (including by the Authorized Holder), in case the Bank becomes aware of the danger of its unlawful use, including a third party notification. In such cases, the Bank shall notify the Authorized Holder in the ways specified in Article VII.9a.
15. (New, with effect from 29/07/2019) In case of deactivation of the Software Token, the Authorized Holder may activate a new Token under Article IV.10 et seq.

#### **VIII. Disputing Transactions, Responsibilities and Evidence**

1. The Authorized Holder and the Account Holder shall be responsible, under the conditions of solidarity, for all liabilities arising from the use of the Card.
2. (Amended, with effect from 13/02/2018) The Authorized Holder is required not to use the Card for purposes contrary to the law, including the purchase of goods and services prohibited by the laws of the Republic of Bulgaria. The Authorized Holder is responsible for all unlawful operations performed with the Card pursuant to the applicable legislation. The Bank does not monitor the legality of the transactions, unless otherwise provided by a statutory act.
3. (Previous text of art. VIII.5., amended, with effect from 13/02/2018) The Authorized Holder is responsible for all damages caused by the improper use and/or storage of the Card.  
(Previous text of art. VIII.5., amended, with effect from 29/07/2019) The Authorized Holder, and in case of a Individual Prepaid Additional Card – and Account Holder shall immediately not later than 10 days after learning notify the Bank in writing for an established error or irregularity in the data specified in the monthly statement under Art. VI.2., including for unauthorized or incorrectly executed transactions. The parties agree that the Cardholder becomes aware of unauthorized or incorrectly executed transaction no later than the date of receipt of the monthly statement, which statement is recorded this transaction. If the Cardholder has not received a monthly statement due to a failure to fulfill any of its obligations under these Terms and / or the Bank has not received a written notification within the specified period, the transactions recorded in the respective monthly statement shall be deemed approved by the Cardholder. Any notification / objection of unauthorized or incorrectly executed transaction received after the deadline will be considered undue delay by the Cardholder and the Bank is not obliged to correct the transaction. In the cases where the Account Holder/Authorized Holder notifies the Bank of an unauthorized transaction occurring as a result of a stolen or misappropriated payment instrument and/or of his/her personalized security mean and/or on a mobile device with an installed m-Token Postbank application or as a result of any other unauthorized use, he/she shall notify the competent authorities of the Republic of Bulgaria and provide evidence to the Bank for that. With the acceptance of these General Terms and Conditions, the Account Holder/Authorized Holder confirms that he/she is aware that if such evidence is not provided, the Bank may consider this fact, together with other similar circumstances, as an indication of a reasonable suspicion of fraud, and in turn notify the competent authorities in the Republic of Bulgaria and refuse to reimburse the value of the unauthorized transaction under Article 79, paragraph 1, sentence 1 of the PSPSA.
4. (Amended with effect from 13/02/2018, amended with effect from 06/09/2018) Based on completed and submitted by the Cardholder in the Bank's office claim form (objection) or other written notification received within the period specified above, the Bank initiates under its internal procedure and according to the rules established by the international card organization, where applicable, takes action to resolve disputed transactions (including actions against the payment service provider serving the recipient of the funds for the transaction, in the cases where the payment order was received through the recipient of the funds and its provider). The Bank shall inform in writing the Account

Holder/Authorized Holder of its decision on the objection received immediately after the completion of the procedure for proving the authenticity and the exact execution of the transaction. In case the procedure is completed within the working day, following the day, on which the objection was received and in case of an accounted transaction, the Bank has found the objection to be well founded and the circumstances under Article VIII.9 below are not available, it shall immediately reimburse the value of the unauthorized transaction on the Account. If the procedure is not completed within the deadline specified in the preceding sentence, the Bank shall reimburse the value of the unauthorized transaction no later than the end of the business day following the day, on which the objection was filed after a posted transaction, by blocking the reimbursed sum on the Account Holder's account until completion of the procedure. If, after completion of the procedure, the Bank has found the objection to be well founded, it shall release the blocked funds immediately. In all cases of reimbursement, the value date for crediting the Account Holder's account is no later than the date, on which the Account was debited with the amount of the unauthorized transaction. In cases where, after conclusion of the procedure, the Bank has found the objection to be unfounded or if the circumstances under Article VIII.9 below are present, the Bank refuses the reimbursement/obliges in its own favour the Account Holder's account with the amount of the blocked funds, for which upon acceptance of these General Terms and Conditions, the Account Holder gives its explicit consent under Article 21 of Ordinance No 3 of the Bulgarian National Bank on the terms and conditions for opening payment accounts, for execution payment transactions and using of payment instruments. The Bank refuses to reimburse the value of the sum, if there are reasonable doubts for fraud and after informing the competent authorities in the Republic of Bulgaria thereof.

5. (Cancelled, in force as of 06/09/2018);
6. (Cancelled, in force as of 06/09/2018);
7. (Amended, with effect from 06/09/2018) The Bank is not liable for damages caused as a result of loss, theft, misappropriation or otherwise withdrawal of the Card, if the Bank has in good faith fulfilled a received payment order for execution of a transaction prior to receiving the notification under Article VIII.4 above. In such cases, the Authorized Holder and/or the Account Holder shall bear the damages resulting from the execution of such a transaction up to a maximum of BGN 100. This provision shall not apply, if:
  - a) the loss, theft or misappropriation of the payment instrument could not be established by the Authorized Holder and/or Account Holder before payment, unless the Authorized Holder and/or Account Holder acted fraudulently, or
  - b) the damage was caused by an action or omission of action of an officer, a representative or a branch of the Bank or of subcontractor of the Bank.
8. (Amended, with effect from 06/09/2018) The limitation of liability under Art. VIII.8. does not apply and the Cardholder shall bear all damages, if he/she has caused them by fraud or if he/she has not fulfilled his obligations under Art. III.6, IV.3., VII.2, VII.8. by these General Terms and Conditions intentionally or through gross negligence. Providing the Card to a third party or the use of the card by a third party with the knowledge of the Cardholder the recording / storing PIN in conjunction with the Card, communicated to third parties and failure to inform the Bank as provided in Art. VII.8. represents gross negligence on the part of the Cardholder. Referred in this provision is not an comprehensive listing of all manifestations of gross negligence on the part of the Cardholder.  
In the cases under Article 80, paragraph 4 of PSPSA, Article VIII.8 and VIII.9 by these General Terms and Conditions shall not apply, unless the Authorized Holder and/or Account Holder has acted fraudulently.
9. (Amended, with effect from 06/09/2018) When a payment order for the relevant transaction is submitted by the Authorized Holder and/or the Account Holder, the Bank is responsible for the exactly and timely execution of the transaction, unless it proves that the payment service provider of the recipient of the funds is responsible. In such cases, the Bank shall reimburse the amount of the unfulfilled or inaccurately executed or delayed (if requested by the payment service provider of the payer) transaction and, where applicable, reimburses the Account in the condition, in which it would have been before the execution of an inaccurately

performed transaction. The value date for crediting the Account is no later than the date, on which the Account was debited with the amount of the payment transaction. In case of a non-executed or inaccurately executed payment transaction, the Bank shall, upon request, take action within the due diligence to trace the transaction and shall inform the Authorized Holder and/or the Account Holder of the result without requiring payment.

In cases where the Account Holder is the recipient of a payment transaction amount and the Bank is responsible for the non-executed payment transaction, it shall immediately credit the Account Holder's account with the amount subject to the payment transaction with a value date not later than the date, on which the payment transaction was due to be reflected.

Where the payment order is made by or through the recipient of the funds and the responsibility for the outstanding or inaccurately executed transaction is with the Bank, the Bank shall without undue delay reimburse the amount of the non-executed or inaccurately executed transaction, as well as the amounts necessary to bring the Account into the state, in which it would have been before the execution of the incorrectly executed transaction. The value date for crediting is no later than the date, on which the Account was debited with the amount of the payment transaction.

10. (Amended, with effect from 06/09/2018) If the transaction is initiated by or through a Recipient in connection with transactions related to the card, and the exact amount of the transaction does not known at the moment the Authorized Holder and/or Account Holder agrees to its execution, the Bank may block funds in the account of the Holder only when the authorized holder and / or holder has has agreed to block the exact amount of funds. After receiving information about the exact amount of Transaction and at the latest immediately after receiving of the payment order, the Bank promptly releases the funds blocked in the Account Holder's.
11. The Bank is liable to the Authorized Holder and/or the Account Holder to recover all fees paid by him/her and to recover any interest accrued as a result of the non-execution or the inaccurate, including delayed, execution of the Transaction.
- 11a. (New, with effect from 06/09/2018) When the Authorized Holder and/or the Account Holder authorizes ordering of transactions by or through a recipient, it is obliged to indicate the exact value of the transaction and, where that is not possible, to set an upper limit of value that will represent the transaction value expected by the Authorized Holder and/or the Account Holder.

The Authorized Holder and/or the Account Holder shall have the right to request from the Bank to reimburse the amount of the Transaction that is already executed and authorized, when it is ordered by or through the receiver and when the following conditions are simultaneously met:

- (a) at the moment of authorisation to execute the transaction, its exact value is not indicated, and
- (b) the value of the transaction exceeds the upper limit of the transaction value set by the Authorized Holder and/or the Account Holder.

The request for reimbursement pursuant to this Article shall be made by the Authorized Holder and/or the Account Holder within 56 days of the date, on which the transaction is debited to the Account. Together with the request, the Authorized Holder and/or the Account Holder shall provide the documents, on which the transaction is based, including Agreements, invoices or other cost-accounting documents showing that the upper limit of the value agreed with the recipient has been exceeded.

The Authorized Holder and/or the Account Holder shall not be entitled to claim any reimbursement and the Bank shall refuse the requested one, if he/she has given his/her consent for the execution of the payment transaction directly to the Bank and the Bank or the recipient has provided or made available to the Authorized Holder and/or the Account Holder information about the upcoming transaction pursuant to these General Terms and Conditions at least 28 days prior to the date of execution of the transaction.

In case of a request for reimbursement, the Authorized Holder and/or the Account Holder may not rely on reasons related to performed currency exchange, when the reference exchange rate agreed with the Bank is applied.



Within 10 business days of receipt of the request for reimbursement, the Bank shall restore the Account Holder's account in the state prior to the transaction or shall refuse to restore it by stating the reasons for the refusal and the authorities, which the Authorized Holder and/or the Account Holder may object to, if they do not accept the set out grounds for refusal. The reimbursement shall include the entire amount of the executed transaction, as the value date for crediting is not later than the date, on which the Account has been debited with the amount of the Transaction.

12. The Bank is not be liable in cases where due to force majeure or exceptional circumstances the Cardholder is not able to use the Card, such as: information system failure, interruption of communication lines, interruption of power supply and other similar.
13. The Bank is not responsible for refusing to carry out an operation and, in case that it has received notification of any of the circumstances under Article VII.8, which proves untrue.
14. The Bank is not liable in cases where third parties refuse to accept payments with the Card or when the Card cannot be used due to being blocked, due to defects caused due to no fault of the Bank, technical or communication problems.
15. (Amended, with effect from 06/09/2018) The Bank shall not be liable for any loss or missed benefits suffered in case of failure to make a transfer or has refused to carry out a transaction with the Card due to insufficient funds available on the Account/ Additional Accounts due to blocking, as well as due to deactivation of the Card on the grounds provided in these General Terms and Conditions. The Bank may also refuse to execute an operation in cases where it considers the same as risky in accordance with the criteria set by it. The Authorized Holder and/or Account Holder shall be notified of the refusal when there is a case under Article VII.9a of these General Terms and Conditions.
16. The Bank is not responsible for blocked amounts from another bank, which is a participant in the payment process, when executing payments on an order or to the benefit of individuals and legal entities, and countries subject to restrictions and/or sanctions.
17. In case of unfounded objection, the Cardholder shall due to the amount of the disputed transaction together with the charge for unreasonably challenge set specified in the Bank's Tariff
18. In case that the Bank not deliver a written response to a received objection within the statutory term or the Cardholder is dissatisfied with the received reply, the dispute may be referred for consideration by the Conciliation Committee on Payment Disputes to the Consumer Protection Commission. The address of the Commission for Consumer Protection is: Sofia 1000, 4A, Slaveykov Square, floor 3, 4 and 6.
19. (New with effect from 06.09.2018) The Bank recover the amount of an unauthorized transaction and in other cases there is such obligation exists for the Bank in the applicable legislation.

#### **IX. Termination of Contractual Relations**

1. (Amended, with effect from 31/07/2019) The Authorized Holder and/or Account Holder can unilaterally terminate the Agreement at office of the Bank after payment of all payable in connection with it fees and everyone duties related with the use of the Card, in one of the following ways:
  - a/ In the presence of ordered, but unaccounted operations/transactions with the card, the termination is performed with one month written notice by the Authorized Holder and/or the Account Holder. Upon notice receipt at the Bank, the card is being blocked, respectively the access to the account/additional accounts funds via the card is being suspended. In case that the notice for termination is filed by the Account Holder, he/ she is obliged immediately to notify the Authorized Holder for the initiated termination of the Agreement. Similarly, if the termination notice is submitted by the Authorized Holder, the latter is obliged immediately to notify the Account Holder of the initiated termination of the Agreement.
  - b/ In the absence of ordered but unaccounted operations/transactions with the card, the termination is performed at the written request of the Authorized Holder and/ or the Account Holder at office of the Bank, as upon notice submission the Card is blocked immediately and the access to the Accounts via the Card is terminated accordingly. In case the request is submitted by the Account Holder, he/ she shall immediately notify the Authorized Holder of the termination of the Agreement. Similarly, if the request is

submitted by the Authorized Holder, the latter shall immediately notify the Account Holder of the termination of the Agreement.

In the case of item. IX.1.a, the Agreement shall be terminated upon expiry of the notice in the case of item. IX.1.b, the Agreement will be terminated and within 2 working days.

2. (Amended, with effect from 06/09/2018) If 6 months have expired since the signing of the Agreement, the Account Holder and the Authorized Holder shall not owe any fees or penalties related to its termination.
3. The Bank may unilaterally terminate the Agreement with the Authorized Holder and/or the Account Holder before its expiry date:
  - a) without notice, in case of default to fulfil obligations under these General Terms and Conditions or under the Agreement by the Authorized Holder and/or the Account Holder;
  - b) with sending a two-month written notice in which case the Bank shall block the Card and request its return by the Authorized Holder.
4. Upon termination of the Agreement, the Account Holder/Authorized Holder shall pay the fees charged periodically under the Agreement in proportion to the expired term of the Agreement. If such fees are paid in advance, they shall be reimbursed in proportion to the duration of the termination.
5. In all cases of termination of the Agreement, the Account Holder have the right to redemption the electronic money in accordance with Art. II.2, after which the Account will be closed.
6. Articles IX.2 and IX.4 does not apply to termination of the Agreement due to default of the terms of the Agreement on behalf of the Authorized Holder and/or Account Holder and in these cases the Bank may charge in full the fees and penalties mentioned therein.
7. The Card is deactivated by the Bank ex officio with the termination of the Agreement in case the Authorized Holder has not returned the Card to the Bank. The Bank is not liable for any damages caused as a result of deactivation of the Card due to termination of the contractual relations.
8. When, upon termination of the Agreement relations, the Authorized Holder and/or the Account Holder has outstanding obligations towards the Bank, the Bank shall be entitled to collect, as provided for in Article V.5 and V.6, the sums owed thereof ex officio (without judicial intervention) from the funds of all accounts of the Account Holder/Authorized Holder in an account at the Bank, for which the Authorized Holder and the Account Holder, upon signature of the Agreement, expressly agree and authorize the Bank. The Account Holder is obliged to provide enough funds in the account to cover all delayed and due payments.
9. The Agreement shall be terminated in case of death or prohibition of the Authorized Holder / Account Holder.
10. The Authorized Holder and the Account Holder remain liable to the Bank for repayment of all obligations associated with the use of the Card, including after the termination of the Agreement, regardless of the grounds for termination.

#### **X. Additional Provisions**

1. (New, with effect from 16/05/2018). The Bank is processing the personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation). Further information about the purposes of the processing for which the personal data are intended as well as the legal basis for the processing; the categories of recipients of the personal data; the period for which the personal data will be stored; the rights of the data subjects with regards to the processing of their personal data by the Bank and information about their fulfillment; the contact details of the data protection officer and the rest of the information that GDPR requires to be provided to the subjects is specified in the Privacy Statement which is available on the Bank's website (www.postbank.bg) and in a hard copy at each branch of the Bank.
2. The Account Holder/Authorized Holder has the right to request from the Bank in writing, using a form prepared by the latter, the receipt of short text messages (SMS) at a mobile telephone number he/she has indicated:
  - 2.1. To perform the following types of operations with the Card: cash withdrawals via ATM terminals and Card Transactions/Operations via POS terminals or virtual POS

terminals (payment of goods and services at POS via POS terminals, electronic payments via Internet payment platforms, payment of services on the Internet).

2.2. For the forthcoming expiry of the validity of the Card.

2.3. In case that the Account Holder wishes to discontinue the receipt of short text messages under Article X.6.1, this shall be stated in writing to the Bank. The Authorized Holder may request termination of receipt of short text messages, requested by the Account Holder, if he/she declares in writing to the Bank that he/she is the holder/user of a mobile telephone number, to which the messages are sent. Receiving short text messages may also be suspended at the initiative of the Bank, when it is established (including by a written declaration submitted to the Bank) that the mobile telephone number designated for receiving short text messages is not owned/used by the Authorized Holder, respectively by the Account Holder. The receipt of short text messages on the respective Card is also suspended in all cases of reissue of the Card, including in the cases of Article VII.12.

3. The Authorized Holder and/or the Account Holder agree that the transactions/operations performed with the Card, as well as other information that represents a bank secret, shall be provided by the Bank to the respective mobile communications providers for the purpose of sending and receiving short text messages, as well as to the relevant international card organizations and system operators for the purposes of execution of the Agreement.
4. The services under Article X.6 shall be provided through the respective mobile communications provider and the Bank shall not be liable for non-receipt or delayed receipt of such messages, when the non-receipt or delayed receipt is due to reasons beyond the control of the Bank, such as: problems in the transmission communication environment of the respective mobile communications providers, force majeure, etc., as well as in the cases of termination of the contractual relations between the Bank and the respective mobile communications provider, related to the provision of services under Article X.6, regardless of the reasons for their termination. The Services under Article X.6 can not be used through mobile phone numbers transferred from one mobile network to another, unless the Bank has been notified promptly by the Account Holder/Authorized Holder for the performed transfer, in which case the Bank is not responsible for non-received messages from the Authorized Holder and/or the Account Holder and shall not reimburse the fees paid for the same. For activation of the service under Article X.6 and for each short text message referred to in the same provision, sent by the Bank, with the exception of the message referred to in Article XI.6.2, a fee shall be payable according to the Bank's Tariff. Fees due are collected from the Account Holder's account at the Bank, indicated by him/her, and if it does not have enough available balance – pursuant to Article V.5 and Article V.6. The Authorized Holder and the Account Holder shall be informed by their mobile operator about the possibility to receive short text messages abroad as well, as the Bank is not responsible for any non-received messages from the Authorized Holder and/or Account Holder and does not reimburse the fees paid for the same.
5. (Amended with effect from 06.09.2018) The Bank is entitled to unilaterally change these terms and conditions, including the Tariff, including, but not limited to, where this is required by change in the applicable legislation, a change in the Bank's practices on offering the services subject to these Terms or a change in the specificity of the services themselves, by making changes available to its clients by publishing them on a durable medium – the Bank's website, [www.postbank.bg](http://www.postbank.bg), before their entry into force. From the time they enter into force, they become binding for the parties to the Agreement. When the Account Holder is a consumer pursuant to the Payment Services and Payment Systems Act, the Bank shall make available to the Account Holder and to the Authorized Holder the changes not later than two months before the date, on which the changes take effect. If the Account Holder/Authorized Holder does not accept the proposed changes, he/she has the right to object against them by terminating the Agreement within the two-month period under the preceding sentence without being responsible for costs and benefits. If the Account Holder/Authorized Holder does not terminate the Agreement pursuant to this provision, it is considered that he/she has accepted the proposed changes and is bound by them at the time of their entry into force. The bank also announces the changes by making a written notice at the bank offices. In cases where the Account Holder is not a user pursuant to the PSPSA, the amendments to these General Terms and Conditions shall enter into force with respect to him/her from the moment of their acceptance by the Bank, unless in accordance with the decision for their adoption or in accordance with the applicable law they shall enter into force at a later date.
6. (Amended with effect from 06/09/2018) When the changes are more favourable for the Account Holder and the Authorized Holder, and when the amendment is extended by mutual agreement between the parties to the scope of the services provided, the Bank shall not be obliged to send a notice or to announce otherwise the amendment.
7. In case of a change in the regulatory framework, governing the provisions set out in these General Terms and Conditions, the relevant provisions of the General Terms and Conditions shall also be affected as of the entry into force of the change, unless the change concerns dispositive legal norms.
8. All notices and statements concerning the Agreement shall be made by the parties in writing and shall be considered received, if they reach the addresses of the parties by fax, by e-mail, by personal delivery either by mail with a return receipt or by registered mail. With regard to the Account Holder/Authorized Holder, this is the address specified in the Agreement and, in respect of the Bank, the management address disclosed to the public through the Commercial Register.
9. The Authorized Holder/ Account Holder is obliged to notify changes in the initial data, provided by them in signing the Agreement, including any change in the corresponding address, specified in the Agreement, within 7 days of the occurrence of the respective changes. Otherwise, all notifications, invitations and other messages under these General Terms and Conditions and the Agreement will be deemed to have been received, if they are sent to the respective party at its old address.
10. The Account Holder and the Authorized Holder may at any time obtain a copy of the applicable General Terms and Conditions on paper or another durable medium– the website of the Bank, [www.postbank.bg](http://www.postbank.bg).
11. The Agreement is concluded in Bulgarian language and the notifications and communication between the parties, made in its execution, will be carried out in Bulgarian language.
12. All matters not governed by the General Terms and Conditions and the Agreement shall be governed by the provisions of the Bulgarian legislation in force.
13. (Amended, with effect from 06/09/2018) The Authorized Holder and/or the Account Holder shall have the right to file a written complaint to the Bank related to the performance of the obligations of the parties to this Agreement. The Bank shall pronounce on any complaint filed within 15 working days of its receipt, in a paper form or in writing by e-mail. Exceptionally, when the Bank cannot deliver its judgement within the term referred to in the preceding sentence for reasons beyond its control, it shall send the Authorized Holder and/or Account Holder an answer that clearly states the reasons for the delay and the period, within which the Authorized Holder and/or the Account Holder will receive its decision. In any case, the time limit for a receiving a solution may not exceed 35 working days from the receipt of the complaint. Where the Bank does not deliver its judgement within the time limits set out above, and where the decision does not satisfy the Authorized Holder and/or the Account Holder, the dispute may be referred to the Conciliation Committee on Payment Disputes at the Consumer Protection Commission, as well as the Conciliation Commissions under Article 182-185 of the Consumer Protection Act. The address of the Commission for Consumer Protection is: 1000 Sofia, 4A Slaveykov Square, floor 3, 4 and 6. In case of objections related to the use of the Card and the Transactions performed with it, the special order specified in Art. IX of these General Terms and Conditions shall apply. Further (additional) information on the Conciliation Committee on Payment Disputes at the Consumer Protection Commission and the conditions for its referral is available on the Bank's website - [www.postbank.bg](http://www.postbank.bg), Customer Relations Department, in its financial centres, and on website of the Conciliation Committee on Payment Disputes to the Consumer Protection Commission– <https://abanksb.bg/pkps/>.

Where the parties cannot reach agreement in an out-of-court order, the dispute will be referred to the competent Bulgarian court for settlement.

14. (Amended from with effect from 06.09.2018) These General Terms and Conditions constitute preliminary information for the user within the meaning of Art. 60 of the PSPSA. The same as the Bank's Tariff are available in the bank offices and on a permanent holder - the website of the bank [www.postbank.bg](http://www.postbank.bg), in accordance with the requirements of Art. 54 para. 4 of the Supplementary Provisions of the PSPSA. Upon signing the Agreement, the Account Holder and the Authorized Holder declare that they are fully aware of their contents in force at the time of signing the Agreement and accept them without objection.

These General Terms and Conditions of Eurobank Bulgaria AD for Issuance and Servicing of Prepaid Cards Mastercard Prepaid are posted on the website of the Bank at [www.postbank.bg](http://www.postbank.bg), and entered into force on 20/06/2017, with the latest amendments and additions with effect as of 14/09/2019.