

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

### I. SUBJECT

1. These General Terms and Conditions (GTC) set out the rights and obligations between Eurobank Bulgaria AD and the Authorized Holder of the Card/ the Account Holder, under the Agreement for Opening of Electronic Money Account and for Issuance of a Pre-paid Card Mastercard Virtual.

2. (Amended, with effect from 6/09/2018) These GTC constitute an integral part of the Agreement for Opening of Electronic Money Account and for Issuance of a Pre-paid Card Mastercard Virtual and set out the issuance and use of Pre-paid card Mastercard Virtual.

For the avoidance of doubt, the respective GTC 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 GTC and the Agreement.

### II. DEFINITIONS

1. "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.

2. (Amended, with effect from 29/07/2019) "Virtual POS Terminal" is a logically defined POS terminal device that enables payment of goods and services via the Card. The access to the Virtual POS Terminal for usage of the Card is performed via Internet. Certain traders offering goods and/or services over the Internet and receiving payments via a virtual POS terminal are designated with Mastercard Identity Check on their website.

3. The "Date of System Renewal/Reissue" of the Card is 45 (forty-five) days before the expiry of its validity.

4. (Amended, with effect from 16/07/2018) "Agreement" – A written agreement for Opening of Electronic Money Account and for Issuance and servicing of a Pre-paid Card Mastercard Virtual, concluded between the Bank and the Authorized Holder and in case of an additional debit card – between the Bank, the Authorized Holder and the Account Holder. Based on the Agreement the Bank provides possibility for issuance of electronic money upon request of the Account Holder and issues the Card, allowing the Authorized Holder to have access to the electronic money issued by the Bank, within the limits defined by the Card, up to the amount of the available balance on the Account. These General Terms and Conditions constitute an integral part of the 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.

5. "Card" – prepaid Bank Card Mastercard Virtual, which is a personalized payment instrument that is used multiple times by the Authorized Holder for his/her identification, remote access to electronic money issued by the Bank and kept at electronic money account, as well as for performing the operations described in these General Terms and Conditions. "Main 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.

"Additional Card" – a card issued on the basis of an Agreement concluded between the Bank, the Account Holder and the Authorized Holder of the additional card, who is not Holder of the Account and who, in accordance with the Agreement, is entitled to dispose of the electronic money on the Account by using the Card.

6. "Authorized Holder" or "Card Holder" – a natural person authorized under the Agreement to dispose, by performing transactions with the Card, with the issued electronic money on the Account to the amount of the funds available and disposable on it and the limits set for the Card. In case of a main card, the Authorized

Holder is also an Account Holder pursuant to these General Terms and Conditions;

7. "RINGS" – a real-time gross settlement payment system set up and operated by the BNB.

8. "Account" – account for safe-keeping of electronic money, opened at the Bank at the request of the Account Holder under the concluded Agreement, to which the Account Holder/ the Authorized Holder has expressly stated access for performing operations with the Card under the terms and conditions of the Agreement, these General Terms and Conditions and the Bank's General Terms of Conditions for Opening, Maintenance and Closure of Accounts of Individuals.

9. "Account Holder" – is a natural person who, according to the Agreement, has the right to dispose of the electronic money, kept on the Account.

10. (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.

11. (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, provided by 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).

12. (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.

13. (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).

14. (New, with effect from 29/07/2019) "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.

15. (New, with effect from 29/07/2019) "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.

16. (New, with effect from as of 29/07/2019) "PIN" – Personal identification number, which, as applicable, can be PIN for the Software Token or PIN for the mobile device, on which the Authorized Holder receives SMS messages from the Bank.

17. (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.

### III. GENERAL PROVISIONS

1. On the basis of the concluded Agreement, the Bank issues, and the Account Holder purchases electronic money on nominal value, upon receipt in the Bank of the respective funds for issuance of electronic money. The parties agree that each crediting of the Account will be considered as receipt of funds for electronic money issuance, including each cash deposit and each incoming credit transfer on the account. The issued electronic money are kept in the Account and can be used by the Account Holder by performing of payment operations via the Card.

2. 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 or via bank transfer to a pointed current account 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; the parties agree that in their relations they will consider as such any order for cash withdrawal at a cash desk from the Account, as well as any order of monetary funds from the account via credit transfer, including orders for periodic execution, payment orders for credit transfer of monetary funds, payments through and execution of direct debits on the Account will be considered as depositing of the written request. The fee due for the redemption by the Account Holder is in accordance with the Bank's Tariff and General Terms and Conditions for opening, keeping and closing of bank accounts of individuals.

3. The Bank issues the Card to the Authorized Holder for remote access and disposal of the electronic money issued by the Bank via execution of payment operations with the Card up to the amount of funds available on the Account and up to the limits set on the Card.

4. The Agreement enters into force as of the date of its signing by all parties. The Authorized Holder, respectively the Account Holder, receive a copy of the Agreement in the Financial Centre of the Bank where the Agreement is concluded after being signed by all parties. The Agreement expires in the last day of the month of the year, printed on the Main Card. In case the Agreement is not terminated before its expiry on any of the grounds, pointed in these General Terms, after the expiry of its initial term, the Agreement is considered renegotiated for the same term and conditions. The option for automatic renewal as per the preceding sentence is applied multiple times.

5. The Authorized Holder can perform transactions/ operation with the Card for payment of the value of goods/ services purchased at traders in Bulgaria or abroad without the physical presence of the Card at the retail outlet (distantly) - by phone, email or via virtual POS, accessible through Internet.

6. The fees, commissions and exchange rates of the Bank applicable to the transactions/operations with the Card are specified in the Tariff, relevant to the issuing and servicing of the prepaid cards Mastercard Virtual and the operations with the electronic money account. The Tariff of the Bank is 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 this 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 organization Mastercard Europe, are provided on a durable medium – the Bank's website [www.postbank.bg](http://www.postbank.bg), which contains links to the websites of the international card organization Mastercard Europe.

### IV. ISSUING AND RENEWING/REISSUING A CARD

1. Upon the conclusion of the Agreement, the Virtual Card is issued on physical medium – card plastic with the logos of the Bank and of Mastercard, with printed card data needed for distant execution of the transactions pointed in these General Terms: Card number, Authorized Holder name, term of validity (expires in the last day of the month in the year pointed) and CVC. The card does not have magnetic strip and a field for signature of the Authorized Holder. PIN is not associated with the Card and the Card can not be used for execution of transactions on ATM terminals and POS terminals via its physical presentation.

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 IV.7. within 10 days of conclusion of the Agreement. Immediately upon receiving the Card, the Authorized Holder is required to check 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. The receiving of the Card is verified by protocol signing.

4. In case of discrepancy between the spelling of the names of the Authorized Holder 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 and the transmit the Card at its own expense.

5. (Amended, with effect from 16/07/2018) Upon expiry of the validity as per Article IV.1 and the automatic renewal of the Agreement term as per Article III.4 above, the Card is renewed for a new period, as the Authorized Holder or a person authorized thereby with power of attorney under Article IV.7 is handed over a renewed Card with the same number. On receipt of the renewed Card, Article IV.3 and Article IV.4 shall apply accordingly.

6. The Card is not renewed/reissued in the following cases:

6.1. No operations have been performed with the Card for a period of 120 days prior to the date of systematic renewal/reissue;

6.2. The Card is blocked at the date of systematic renewal/reissue, regardless of the reason for its blocking;

6.3. The Account is blocked under Article V.34 of the General Terms and Conditions for opening, keeping and closing of bank accounts of individuals;

6.4. Before the date of the system renewal the Authorized Holder or the Account Holder has notified the Bank in written that he/ she does not want the Card to be renewed;

6.5. Prior to the date of systematic renewal/reissue of the Card, actions have been taken to terminate the contractual relations by any of the Parties to the Agreement.

7. (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 in front of 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 cancellation 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.

7.1. 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 IV.8 below shall apply.

8. (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 IV.7 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 VIII.13 or to terminate the Agreement under Article X.1.

#### V. CODE FOR VERIFICATION OF THE CARD AND THE AUTHORIZED HOLDER (CVC). CODE WORD (PASSWORD). CARD SAFE-KEEPING. SOFTWARE TOKEN (M-TOKEN POSTBANK)

1. A unique code of verification of the Card and of the Authorized Holder (CVC) is generated to the Card and is printed on

the Card. The Authorized Holder is obliged to announce this additional code, as well as the Card number and the period of its validity when making Card payments online or over the phone/ email. The code notification serves as the basis for the Bank to approve or to refuse to carry out the respective operation.

2. (Amended, with effect from 29/7/2019) The order to carry out the respective transaction/operation shall be deemed given with performing the actions under Article VIII.3. The payment order made in this way cannot be withdrawn.

3. 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 received by telephone request for information about transactions with the Card, balance on the Account and blocked amounts, as well as for blocking of the Card upon telephone request. 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.

4. The Authorized Holder is acquainted with the essence of the Card as payment instrument and is obliged: to take all reasonable steps to preserve the Card from damage, loss, stealing, assignment, tampering or exploitation in another unlawful manner, including but not limited to preserve the Card in a place, unaccessible for third persons; to take all reasonable steps to preserve the personalized security features of the Card and not to record any information about these features on the Card and not to keep such information together with the Card.

5. (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, 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.

6. (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.

7. (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 user 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).

8. (New, with effect from 29/07/2019) With the activation of the m-Token Postbank application, the Card Holder is considered to select it 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.

#### VI. ACCOUNT

1. With the Card, the Bank provides remote access to the Authorized Holder to the Account opened at the Bank.

2. Through the Card, payments may be made up to the amount of the available balance on the Account above the residual balance determined by the Bank, within the limits set by the Agreement 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 main card, shall be responsible for repaying the formed obligation on the Account. In case of an additional 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) Card transactions carried out in a foreign 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 specified card organization. If the currency of the Account, access to which is ensured by the Card is not Euro, 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/ the Authorized Holder gives his/her consent and authorizes the Bank to collect ex officio from the funds available on all his/her accounts, 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 VII of these General Terms and Conditions.

6. (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 explicitly notified in advance of the change. The Bank charges a conversion fee, as specified in the Tariff. The value date of the transaction is pointed in the Monthly statement as per Article VII.1 and the Authorized Holder and/or the Account Holder with the acceptance of these General Terms and Conditions declare that they shall be informed of the exchange rate applicable as of the pointed date on the website of the respective card organization referred to in this section VI.

## VII. PROVISION OF INFORMATION

1. (Amended, with effect from 06/09/2018) The Bank undertakes to provide to the Account Holder, not less than once a month, in writing, the information about the operations performed with the Card, via the statements for payment operations performed on the Account, provided by the Bank to the Account Holder as per Article VIII of the General Terms and Conditions for opening, keeping and closing of bank accounts of individuals (GTC for accounts). In the cases when the Account Holder entitles the Authorized Holder to dispose of the funds on his/her account through Additional card, the Account Holder authorizes the Bank and agrees that it shall provide the Authorized Holder of the Additional Card also with the information due under the GTC for Accounts for the transactions/operations performed with the Additional Card, as well as other information regarding the balances and the movement on the Account, which constitutes a bank secret.

2. All operations performed using the Card 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 are accounting documents pursuant to the Accountancy Act and are believed to be true until proving otherwise.

3. 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 respective web site, at which the Card is being used or of 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.

## VIII. 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 him with a power of attorney as per Article IV.7 inactivated, as to be able to be used to carry out transactions, the Card needs to be activated. Upon transmission of the Card at 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 and performing a proper identification of the Authorized Holder. The Bank executes the request for activation of the Card, 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 submission 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) In case of remote transactions performed via virtual POS terminals, accessible through Internet or via 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 (CVC) 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.

3.2. (Amended, with effect from 29/07/2019) In addition to the data referred to in Article VIII.3.1 above, in the conduct of electronic remote operations over the Internet on sites of certain dealers designated on their Web Site Mastercard Identity Check, 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 VIII.3.3.

b/ by entering a 3D dynamic code received by a 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.

3.3. (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 3.2(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.

3.4. (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 it and to 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, tampering, 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 and to take all other reasonable steps to preserve the secrecy of the PIN Code.

4. The Bank is obliged to execute the payment orders submitted in this ways.

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 XI.6. 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. For any change of card limit referred to in this provision and initiated by the Authorized Holder/Account Holder, 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 shall immediately notify the Bank on the phone number 0700 18 555, at the email address of the Bank: [klienti@postbank.bg](mailto:klienti@postbank.bg) or by personally visiting any of its financial centres in case of loss, stealing, assignment, tampering or exploitation in another unlawful manner of the Card, as well as in case of becoming aware of execution of unauthorized or inaccurately executed Card transaction/ operation or in case of suspicion for Card data capturing. In these cases the Bank blocks duly the Card after the notification receipt.

9. 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 VIII.8 within 18 months of the date of the notification.

10. The Bank shall temporarily discontinue the use of the Card by blocking it in any of the following circumstances:

10.1. upon notification by the Account Holder/Authorized Holder requesting the blocking of the Card due to doubts or assumptions about a third party knowing the Card data;

10.2. receipt at the Bank of a distraint order on the Account or on all Accounts of the Account Holder;

10.3. breach of the Agreement and/or of these General Terms and Conditions by the Authorized Holder/Account Holder;

10.4. a written request by the Authorized Holder and/or the Account Holder containing a request to block the Card, outside the cases under Article VIII.8;

10.5. 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, 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 and notifies the Authorized Holder as soon as possible, including via phone, unless if the the provision of such information is not permitted for security reasons or in order to comply with the regulatory requirements.

10.6. 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 use of the Card.

10a. (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 XI.2 below, 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, nor an e-mail address has been provided – via other secure communication channels. 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 Authorized Holder appropriately in the occurrence of significant operational or security-related incident that affects or could affect the financial interests of the Authorized Holder, including all measures undertaken to limit the adverse effects of the incident.

11. The Card may be unblocked only under the following conditions:

11.1. In case of blocking on the basis of Article VIII.10.1 and Article VIII.10.4, the Card may be unblocked upon submission of a written request by the Account Holder/Authorized Holder;

11.2. In case of blocking based on Article VIII.10.2 and Article VIII.10.3, unblocking of the Card is possible after the reason for the blocking has ceased to exist;

11.3. In the cases under Article VIII.10.5, 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;

11.4. In the cases under Article VIII.10.6, 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;

11.5. In all cases under Article VIII.10, 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.

12. The Bank shall deactivate the Card, by which it renders it invalid for use, in case of:

12.1. expiry of the term of the Agreement, respectively the validity of the Card and issuance of a new card that replaces the previous Card as per Article IV.5;

12.2. termination of the Agreement, respectively Account closure as per the terms of the Agreement and these GTC;

12.3. death or imprisonment of the Authorized Holder;

12.4. a submitted written request to deactivate the Card by the Authorized Holder/ Account Holder;

12.5. notification of loss or stealing of the Card;

13. A deactivated Card cannot be reactivated and is subject to destruction. In the cases referred to in Article VIII.12.4 – 5, 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 renegotiated under the same conditions and for the term of validity of the new Card. After the expiry of the renegotiated term, the automatic renewal according to Article III.4 is applied.

14. (New, with effect from 29/07/2019) The Authorized Holder shall immediately notify the Bank of the ways referred to in Article VIII.8. of loss, stealing, assignment 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

15. (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 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 VIII.10.5.

16. (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 V.5 et seq.

#### IX. 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. 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. The Authorized Holder is responsible for all damages, caused by improper Card usage.

4. (Amended, with effect from 6/09/2018) The Authorized Holder/ Account Holder shall immediately after learning notify the Bank under Article VIII.8 above for making an unauthorized or improperly executed Transaction/Operation with the Card. Any notification received by the Bank shall be recorded in a chronological order in a specially designed log, which may be kept on a paper and/or a technical medium. The log provides accurate reproduction of the information and excludes any possibility of its subsequent modification. For the phone messages, the time of the receipt is marked in the log. Unless otherwise proven, the recordings in this log have the force of a proof between the parties regarding the circumstances contained therein. 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, 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 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.

5. (Amended, with effect from 06/09/2018) The Account Holder/Authorized Holder shall notify the Bank without undue delay and in any case not later than 10 days after becoming aware of the execution of an unauthorized or improperly executed transaction/operation. The parties agree that the Account Holder/Authorized Holder shall become aware of an unauthorized or improperly executed transaction at the latest on the date of receipt of the relevant Monthly Statement under Article VII.1, on which the transaction is marked. If the Account Holder/Authorized Holder has not received the information under Article VII.1, through no fault of the Bank and/or the Bank does not receive a written objection without undue delay after becoming aware of the Authorized Holder/Account Holder, it is considered that the operation is approved.

6. (Amended, with effect from 06/09/2018) When an objection has been submitted within the terms under Article IX.5, 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 IX.8 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 IX.8 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 for the terms and conditions for opening payment accounts, for the execution of payment transactions and for the use of payment instruments. The Bank refuses to reimburse the value of the unauthorized transaction, if there are reasonable doubts for fraud and after informing the competent authorities in the Republic of Bulgaria thereof.

7. (Amended, with effect from 06/09/2018) The Bank is not liable for damages caused by unauthorized use of the Card as a result of loss, stealing, assignment 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 IX.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, stealing 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 Authorized Holder and/or the Account Holder shall bear all losses associated with unauthorized payment transactions, if he/she has caused them by fraud or with failure to perform one or more of their obligations under these General Terms and Conditions intentionally or through gross negligence, including but not limited to notifying the Bank in the cases referred to in Article IX.4 above, and to take all reasonable steps to preserve the Card and its personalized security features, as well as actions against the misuse of the Card, pursuant to Article V.3 and Article V.4.

In the cases under Article 80, paragraph 4 of PSPSA, Article IX.7 and Article IX.8 from the current GTC shall not apply, unless the Authorized Holder/Account Holder has acted fraudulently.

9. If the Authorized Holder has acted fraudulently, he/she shall bear all damages after submission of the notification under Article VIII.8, too.

10. In case of an unjustified dispute of a transaction/operation performed with the Card, the person that has disputed the transaction/operation – respectively the Authorized Holder or Account Holder shall be obliged to pay a fee in accordance with the Bank's Tariff.

10a. (New, 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 accurate 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 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 the Account is no later than the date, on which the Account was debited with the amount of the payment transaction.

10b. (New, with effect from 06/09/2018) If a transaction is initiated by or through a recipient in connection with a transaction and the exact amount of the transaction is not known at the moment, in which the Authorized Holder and/or Account Holder gives his/her consent for its execution, the Bank may block funds on the Account Holder's account only when the Authorized Holder and/or the Account Holder has agreed to block an exact amount of funds. After receiving information about the exact amount in the transaction and no later

than immediately after receipt of the payment order, the Bank shall promptly release the funds blocked on the Account Holder's account.

10c. (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 contracts, 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/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.

10d. (New, with effect from 06/09/2018) 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.

11. In case that the Bank does not issue a statement of objection within the terms of this section IX or if the Bank's opinion fails to satisfy the Authorized Holder and/or Account Holder of the transaction, 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.

12. The Bank shall not be liable in cases where, due to force majeure or exceptional circumstances, the Authorized Holder is unable to use the Service, such as: failure of the information system, interruption of the communication lines, interruption of the power supply, etc.

13. (Amended, with effect from 06/09/2018) The Bank is not responsible for refusing to carry out an operation, in case that it has received notification of any of the circumstances under Article VIII.8, which proves untrue. The Bank may also refuse to execute a transaction 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 VIII.10a of these General Terms and Conditions

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. The Bank shall not be liable for any loss or missed benefits suffered in case of non-executed or refused Card transactions due to insufficient balance on the Account due to Account blocking and due to Card deactivation on the grounds stated in these GTC.

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. (New, with effect from 06/09/2018) The Bank shall also recover the amount of an unauthorized transaction in other cases, where such liability exists for the Bank in the applicable legislation.

#### X. 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 taxes and duties payable in connection with the Agreement, 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 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 contract. 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 Contract.

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. Upon notice submission the Card is blocked immediately and the access to the Account 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 Contract. Similarly, if the request is submitted by the Authorized Holder, the latter shall immediately notify the Account Holder of the termination of the Contract.

In the cases under Article X.1.a, the Contract is terminated with the expiry of the notice term, and in the cases under Article X.1.b, the Contract will be terminated within 2 working days.

2. (Amended, with effect from 06/09/2018) If 6 months have elapsed 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 in case of: a) without notice in case of failure to fulfil obligations under these General Terms and Conditions or under the Agreement by the Authorized Holder and/or the Account Holder; b) sending a two-month written notice.

4. In all cases of termination of the Agreement, the Account Holder has the right to redeem the electronic money as per Article III.2, after which the Account will be closed.

5. 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.

6. Articles X.2 and X.5 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. 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 contractual 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 VI.5, the sums owed thereof ex officio (without judicial intervention) from the funds of all accounts of the Account Holder/Authorized Holder with 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 imprisonment 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.

#### XI. 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](http://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: Card Transactions/Operations via virtual POS terminals (electronic payments via Internet payment platforms, payment of goods and services on the Internet).

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

3. In case that the Account Holder wishes to discontinue the receipt of short text messages under Article XI.2.1 and/or Article XI.2.2, 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 VIII.12.

4. The Authorized Holder and/or the Account Holder agree that information about 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.



5. The services under Article XI.2 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 XI.2, regardless of the reasons for their termination. The Services under Articles XI.2 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 XI.2 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.2.2, 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 VI.5 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.

6. (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 General Terms and Conditions or a change in the specificity of the services themselves, by making the 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 and the Authorized Holder 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.

7. (Amended with effect from 06/09/2018) When the changes are more favourable for the Account Holder and the Authorized Holder, as well as 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.

8. 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.

9. 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.

10. The Account Holder/Authorized 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.

11. 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).

12. 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.

13. All matters not governed by the GTC and the Agreement shall be governed by the provisions of the Bulgarian legislation in force.

14. (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 by informing the Authorized Holder and/or the Account Holder in writing, in a paper form or by e-mail to the e-mail address. 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. Further 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/>.

In case of objections related to the use of the Card and the Transactions performed with it, the special order specified in Section IX of these General Terms and Conditions shall apply.

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

15. (Amended, with effect from 06/09/2018) These General Terms and Conditions represent preliminary information to the consumer in accordance with Article 60 of the PSPSA. The GTC and the Bank's Tariff are available in the bank offices and on a durable medium– on the website of the bank [www.postbank.bg](http://www.postbank.bg), as well as on paper in each office of Eurobank Bulgaria AD. Upon signing the Agreement, the Account Holder and the Authorized Holder declare that they are fully aware of their content in force at the time of signing the Agreement and accept them without objection.

16. These General Terms and Conditions of Eurobank Bulgaria AD for Issuance and Servicing of prepaid Cards Mastercard Virtual are with the latest amendments and additions with effect as of 14/09/2019.