

I. Subject matter

1. These General Terms and Conditions shall govern the relations between Eurobank Bulgaria AD, registered with the Business Registry, UIC 000694749, seat and registered office at: city of Sofia, Vitosha District, 260, Okolovrasten pat Blvd., electronic address: www.postbank.bg, e-mail: info@-postbank.bg, License No 05/02.04.1991, as issued by the competent supervisory body – Bulgarian National Bank (www.bnb.bg), and the Account Holder, the access thereto being provided through the Service, as well as the relations between the Bank and the Authorized User in the course of provision and use of the Service, pursuant to the terms and conditions of the Agreement for Provision and Use of the Internet Banking Service, as executed by the said parties.
2. These General Terms and Conditions shall constitute an integral part of the Agreement for Provision and Use of the Internet Banking Service.

II. Definitions

1. „The Service“ – shall be the provision to the Authorized User by of the Bank of access to the funds kept in the Account(s) by means of technical communication means used by the Authorized User and detailed in these General Terms and Conditions, as well as provision of the opportunity to execute any other operations and/or transactions, as ordered by the Authorized User, including through an electronic payment order, and detailed in these General Terms and Conditions.
2. „Agreement for Provision and Use of the Internet Banking Service“ (hereinafter referred to as (the) Agreement) – shall be a written agreement executed between: the Bank the Authorized User, where the latter is also the Account Holder or between the Bank, the Authorized User and the Account Holder where the Account Holder authorizes the Authorized User to dispose of the available funds in his account by means of using the Internet Banking Service. The agreement shall consist of “Request for Use of Internet Banking” and “Internet Banking User Particulars”, except the cases listed in items 10-12, chapter III of these General Terms and Conditions or in other explicitly stated in General Terms and Conditions cases, in the event of change in the stated data therein, new forms “Request for Use of Internet Banking” and “Internet Banking User Particulars” shall be completed between the Bank and the Authorized User where the latter is also the Account Holder or between the Bank, the Authorized User and the Account Holder where the Account Holder authorizes the Authorized user where the Agreement is considered as changed by signing the new forms “Request for Use of Internet banking” and “Internet Banking User Particulars” by all parties thereto.
3. „The Bank“ – shall be Eurobank EFG Bulgaria AD registered with the Business Registry, UIC 000694749, seat and registered office at: city of Sofia, Vitosha District, 260. Okolovrasten pat Blvd., which shall provide the Service, based on the executed Agreement and these General Terms and Conditions.
4. „Account Holder“ – shall be a legally capable individual or legal entity, which is entitled, by virtue of a bank account agreement executed with the Bank, to dispose of the Account funds to their available amount. Where the Account Holder is a legal entity or acts through a proxy holder, the actions due to be made by it pursuant to these General Terms and Conditions shall be executed by its legal representative(s) – in accordance with the scope of its/their representative powers. Where Account Holder is a legal entity with regard to the Account(s) and the Service, the legal entity rules shall apply, regardless of the capacity of the Authorized User(s);
5. „Authorized User“ – shall be a legally capable individual, who, by virtue of the Agreement, shall be entitled to dispose of the Account funds to their available amount and pre-set limit by means of using the Service. Where the Account Holder has nominated more than one Authorized User pursuant to the Agreement, the provisions of these General Terms and Conditions concerning the Authorized User shall apply to each of the Authorized Users;
6. „Account“ – shall be each account opened with the Bank pursuant to a bank account agreement executed with the Account Holder, the access thereto having been explicitly stated by the Account Holder in the Agreement. The rules of the relevant bank account agreement shall apply to the rights and duties of the Parties concerning each individual Account;
7. „Digital Certificate“ – shall be a technical means certifying the authorship of electronic documents and shall be issued by the Bank for the purpose of electronic identification of the Authorized User where the latter uses the Service;
8. Qualified Electronic Signature (QES)– shall be a technical means certifying the authorship of electronic documents, being a type of a digital certificate issued by the licensed providers of certification services, as per the meaning of the Electronic Document and Electronic Signature Act (EDESA) together with issued by the Provider of certification services certificate for QES, pursuant to the requirements of art 24 from EDESA and was generated by a device for secure signature creation. .
9. „Scratch Card“ – shall be a card with a specially designated strip for printing of confidential information (Access Code), which is visualized after a one-off scratching;
10. „Activation Key“ – shall be a combination of randomly generated symbols, an integral part of the Access Code to the Internet Banking system (at the first-time logging into the system);
11. „Access Code“ – a combination of a user name and a password for access to the Internet Banking system;
12. „The Parties“ – the Bank and the Account Holder, where the latter is also the Authorized User; or the Bank, the Account Holder and the Authorized User, where the Holder has authorized the Authorized User to dispose of the available funds in his account by means of using the Internet Banking Service.

III. General

1. An Account Holder wishing to use the Service (or his representative) should appear at a financial centre (FC) of the Bank, become familiar with these General Terms and Conditions, and complete and sign the Agreement and the General Terms and Conditions.
2. The Agreement and the General Terms and Conditions must be signed by the Account Holder, where the latter is also the Authorized User; or by the Account Holder and the Authorized User, where the Account Holder authorizes the Authorized User to dispose of the available funds in his account by means of using the Internet Banking Service, whereas the Agreement shall also be signed by a Bank’s representative. Where the Account Holder authorizes the Authorized User to dispose of the available funds in his account by means of using the Service, the Account Holder shall authorize the Bank and grant its consent for the latter to provide information to the Authorized User under the respective A Agreement between the Account

- Holder the Bank and/or under the Agreement, as regards the operations/transactions executed by means of the Service, as well as other information about the funds and movements in the Account(s), which information constitutes banking, formal, professional secret, the Account Holder’s personal particulars, or other regulated information.
3. The Agreement shall enter into force upon being signed by all parties thereto
4. Upon the signing of the Agreement by the Parties, the Bank shall deliver to the the Authorized User a scratch card, which shall be activated by the Bank within 2 (two) business days for the purpose of access to the Service.
5. When providing the Service, the Bank shall grant to the Authorized User, through the technical communication means used by the latter (as detailed in Art IV.3 of these General Terms and Conditions) access to the Account within the scope of two options:
 - 5.1. Passive operations:
 - 5.1.1. Receive real-time electronic information about the balance and the availability in the Account(s), if the Authorized User has such rights granted upon the registration for the Service.
 - 5.1.2. Upon presence of respective rights, to receive real-time electronic information about movements in the Account, including operations/ transactions in order of sequence, whereas depending on the relevant request, the Bank may also deliver the information in the following formats: pdf, doc, xls.
 - 5.1.3. Receive electronic information about exchange rates;
 - 5.1.4. Execute changes on the Access Code for the Service, to activate notifications via sms and e-mail regarding login, change of access code, transfers and certificates. Upon signing of these General Terms and Conditions and the Agreement, the Account Holder grants his explicitly and unconditional consent the Authorized User to activate/deactivate mentioned in the previous sentence notifications and declares his agreement and that will take over the payment of required fees and commissions in this regard
 - 5.1.5. Receive information about:
 - Debit cards – status, cardholder, card No, limits, validity, card balance, authorizations and transactions history;
 - Credit cards – status, cardholder, card No, validity, current card balance, limits, , monthly statement and transactions history;
 - Deposits-type, term, maturity date, etc.
 - Loans – funds available for absorption, loan purpose and currency, amount and opening date, repayment plan (including final maturity date and repayment installment date), insurance information.
 - 5.2. Active operations:
 - 5.2.1. Place electronic orders for credit transfers between accounts of the Account Holder with the Bank or with other bank(s) in the country and abroad;
 - 5.2.2. Place electronic orders for credit transfers to accounts of third parties with the Bank or with other bank(s) in the country and abroad;
 - 5.2.3. Place electronic orders for transfers to the national budget/execution of orders for direct debit;
 - 5.2.4. Submit electronic orders for execution of mass payments to a list of receivers through a single payment order (as this functionality is available only for Account Holders – Legal entities);
 - 5.2.5. Make currency purchases and sales (currency exchange) between Account Holder’s accounts within the Bank.
 - 5.2.6. Place applications for withdrawal of funds at the register;
 - 5.2.7. Make utility payments (for payments for electricity, water, internet, heat cable/satellite TV and other similar) from Account (current or savings) or Credit card, which are charged according to the tariff of the Bank.
 - 5.2.8. Receive electronic reference about the operations on the Account executed upon use of the Service, including amount, type of currency, date, and hour, status, type of transfer, receiver, grounds, bordero, value date and also an opportunity to print out the reference in the following formats: .pdf, .doc, .xls;
- 5.3. The selection of the options – active and/or passive operations to Account(s) and their change– shall be made by the Account Holder upon execution of the Agreement in the finance center of the Bank. The selection cannot be limited to only some of the active and/or passive operations.
6. At the discretion of the Account Holder, the Service shall be available to the Authorized User through the WEB, pursuant to the arrangements in the Agreement. The WEB access shall take place on the Internet, at the browser address: <https://e-postbank.bg> or www.postbank.bg.
7. The Service may only be used with regard to the Account(s) explicitly identified in the Agreement and under the terms and conditions stipulated in the Agreement, scope – Active and/or Passive operations, as per the meaning of Art III.5. Where the Active operations are also included in the Service scope shall be accepted and executed to the extent that they are applicable to the specific Account (in particular, deposit or savings account) pursuant to the agreement for the relevant bank account, as executed by the Account Holder.
8. In the event of electronic bank servicing Internet Banking, the Account Holder – an individual or a legal entity – may nominate in the Agreement individuals - Authorized Users, who shall be entitled to access to Account(s) by using the Service, pursuant to the Agreement’s terms and conditions. Where special rights are granted, this shall be explicitly stated in the Agreement.
9. The Account Holder shall be obliged to individually identify the Authorized Users in the Agreement by stating their full names and personal ID number. The Account Holder must also specify the following in the Agreement: the Account(s), which each one will be entitled to access, the relevant scope of access for each Authorized User – passive and/or active operations, as well as the total maximum amount of cashless transfers, which the relevant Authorized User may execute over a certain period of time (limit for Authorized User), if such limit has been defined: The limits for an Authorized User mentioned in the previous sentence could not exceed the daily limits/ limits for transaction, which are specified/ changed in item 11 and item 12 of the current chapter.
10. The Account Holder may make changes in the list of Authorized Users, as well as amend and/or cancel their rights, scope, and limits of access, also to remove access to products by signing and filing at a Bank financial centre the relevant documents in the form prescribed by the Bank. Each Authorized User may terminate his registration for using the Service, by signing and filings at a Bank financial center the relevant documents in the form prescribed by the Bank. In the cases mentioned in the previous sentences and after submitting the required documents at financial center of the Bank, the Agreement shall be deemed as changed as regards the circumstances indicated above without having to be signed and/or filed extra documents by the Account Holder and/or the Authorized User.

Authorized User: /Names and signature/ Date:

Account Holder: /Names and signature/ Date:

11. In order to increase the security of the Service and to minimize the risk from a unauthorized transaction, the Account Holder (an individual or a legal entity) may define the maximum amount for a signal transfer (limits for a transaction), as well as the total maximum amount for transfers, which could be executed in twenty-four hour period (a daily limit).
With a view to achieve the purposes mentioned in the previous sentence, the Bank has the right to define and/or to change unilaterally the daily limits and the limits for a transaction for individuals and/or legal entities (including, but not only the right to exceed at its discretion after a sent request by the Account holder), as the limits which have been defined by the Account Holder could not exceed the limits, which have been defined/ changed by the Bank.
When the Account Holder has not defined a daily limit and/or a limit for transaction pursuant to sentence 1 of current item, for maximum limits should be considered the daily limit and/or limit for transaction, which has been defined by the Bank.
The Bank notifies the Account Holder and the Authorized User for the limits, which has been defined by it, pursuant to Chapter XIII of current General Terms.
12. The definition of the change of a certain daily limit and/or limit for a transaction by Account Holder request shall take effect for all parties (incl. the Authorized User) by signing and submitting by the Account Holder the relevant documents in the form prescribed by the Bank (without having to be signed and by the Authorized User) at a Bank financial center and respectively (if applicable) after Bank's decision and its discretion to implement the requested change of daily limit and/or limit for a transaction where the Bank notifies the Account Holder and the Authorized User pursuant to Chapter XIII of these General Terms and Conditions.
- IV. Preconditions and technical means required to use the Service**
- A precondition for using the Service shall be for the Account Holder to have one or more accounts opened with the Bank.
 - By signing the Agreement, the Account Holder/the Authorized User explicitly, irrevocably, and unconditionally represent(s) that he/they has/have become familiarized with the relevant General Terms and Conditions of Eurobank EFG Bulgaria AD applicable to the bank account agreements (of individuals/legal entities) (as published on the Bank's Internet page www.postbank.bg and/or available at any financial centre of the Bank), including the information, which must be provided to him/them according to Art 41 and following of PSPSA (Payment Services and Payment Systems Act), that he/they accept(s) them and agree(s) that the provisions of the bank account agreement(s) be applicable in the relations between the Parties as regards the opening, maintenance, and closure of the Account(s), as well as the ordering, (non-) execution, disputing, and adjusting of payment operations by means of using the Service, the liability of the Parties as regards disallowed or improperly executed transactions, and other applicable provisions, unless otherwise stipulated in the Agreement.
 - In order to use the Service, the Authorized User needs to have access to a MAC- or - compatible computer system with a keyboard and pointing device, monitor, mouse /table/, the following minimum technical requirements to be cumulatively available:
 - Monitor display resolution: 1024x768 / 16-bit color;
 - Operational system: Windows XP or more recent, Linux or MAC OS;
 - Internet connection – capacity for connection to port 80 and 443, at: <https://e-postbank.bg>;
 - Internet browser supporting operation with 128 byte encrypting, with an installed and operational (authorized for use by e-postbank.bg digital signing module /Microsoft CAPICOM) or other embedded in the browser / – but not lower version than Internet Explorer 8.0 or Firefox 4.0 (or other browsers based on the Mozilla application suite);
 - For the purpose of ensuring a normal operation of confirming, rejecting and sending of transfers and functionalities, requiring digital signing, the internet browser must be able to sign digitally PKCS 7 and 10.
 - The Bank shall reserve the right to technically modify the Service provision procedure for the purpose of enhancing the Service quality and security, as well as complying with the legislation requirements. The Bank shall notify the Account Holder and/or the Authorized User of the changes requiring modification of the minimum technical requirements to use the Service, as listed in Art IV.3 of these General Terms and Conditions, with a written two-month prior notice forwarded to the Authorized User and the Account Holder, as prescribed in Art XIII.7 of these General Terms and Conditions.
- V. Electronic identification in order to use the Service**
- In order to obtain access to the Service, the Authorized User shall be subject to initial registration in the Bank's system. The Bank shall initiate the registration procedure once the Agreement between the Parties has been signed, and shall personally deliver to the Authorized User a Scratch Card containing an access code;
 - The Scratch Card shall be activated by the Bank within 2 (two) business days after its receipt;
 - Access to the Service shall take place at the following Bank's electronic addresses: <https://e-postbank.bg> and/or www.postbank.bg in observance of the preconditions and instructions for using the Service, as described at the said electronic addresses. In order to use the Service it will be necessary for the Authorized User to make electronic identification upon each logging into the system by entering the username and the password (Access Code), after manually entering of one of abovementioned addresses into the browser.
 - At his first logging into the system the Authorized User shall efface the scratch space of the Scratch Card and shall enter the Access Code (the username and the password) received through the Scratch Card and shall then receive an Activation Key for the e-mail address nominated in advance in the Agreement. On a single occasion, upon his first logging into the system, the Authorized User shall be identified by entering the received Activation Key and the Access Code, whereafter, the system requires mandatory scratch card password change. Upon forgotten or lost password and/or username for the Service, the Authorized User may receive scratch card with new Access code in any financial center of the Bank. For the purposes of subsequent electronic identification in the event of use of the Service for execution of active operations to Accounts, which Holder of Account is not Account Holder, and for payments execution to accounts in other banks, different from Eurobank Bulgaria AD. The Authorized User must file an electronic application with the Bank for the issuance of a Digital Certificate or to register for work Qualified Electronic Signature. The Digital Certificate issued by the Bank following the request, shall only serve for identification in the Bank's Internet Banking system and may not be used for any other purposes. Requesting and using of digital certificate for active operations, the Authorized User confirms, that is familiar with and has notified Account Holder for potential risks of the use of this means of access and identification, accepts that, and has received the consent of the Account Holder for that. If the Authorized User may only execute passive operations through the Service, it will not be necessary to file an application with the Bank for the issuance of a Digital Certificate or to register QES. In addition it will not be necessary to submit request for issuance of a Digital Certificate/ registration of QES, if the Authorized User may execute only active operations within Accounts of Account Holder in the Bank.
- VI. Execution of payments**
- The Authorized User shall have a 24/07 access to the Service, whereas the Bank shall process and execute the payment orders within its own opening hours, according to the deadline and conditions stated in the general terms and conditions relating to bank accounts, as applicable to the relevant bank account agreement, as well as in compliance with the provisions of the effective laws. For the purposes of these General Terms and Conditions, the payment order shall be deemed duly received by the Bank when the Authorized User has ordered (consented to) its execution pursuant to Art VI.2. below, and the data contained in the order have reached the Bank's accounting-IT system.
 - The Authorized User shall order (consent to) the execution of payment operations by electronically filing (completing, signing, and dispatching) order in the form and as per the procedure indicated on the Bank's appropriate webpage, and pursuant to the requirements of the effective Bulgarian laws and other applicable provisions. For the purpose of ensuring the correct execution of the payment order, the Authorized User must provide (respectively, complete) clearly, accurately, and truly information about the recipient, the grounds for and the amount of the transfer, as well as information identifying unequivocally the recipient's account, including its unique identifier (incl. the international bank account number (IBAN) and an international banking identification code – BIC). In the event of inaccuracy of the unique identifiers specified by the Authorized User, the Bank shall not be liable for the nonfeasance or misfeasance of the relevant payment operation. The Bank shall execute transaction orders only to the amount of the disposable funds available in the Account(s) and according to the applicable General Terms for Bank Accounts. The Authorized User hereby undertakes regularly to monitor the transactions- in the system for internet banking, executed by means of the using the Service, their state and successfully accounting in the Bank. Upon rejected payment in internet banking service, The Authorized User receives system notification with the number of rejected payment, which is considered that the Bank has informed the Authorized User and Account Holder that payment order will not be executed. The Authorized User hereby undertakes to use the Service in accordance with the limits for use of the Service, which have been defined by the Account Holder for use of the Service, as well as in accordance with the daily limits/ limits for transaction which have been defined /changed pursuant to Chapter III, item 11 and 12. If the amount of the transfer which is sent by the Authorized User exceeds the relevant limit for transaction or exceeds the daily limit, set by the Bank, the Bank refuses the execution of the transaction, and this action is not considered as non-fulfilment of the Agreement and the current General Terms. The Account Holder hereby undertakes to maintain sufficient funds in his Account(s) to cover all obligations arising upon use of the Service.
 - The Account Holder/the Authorized User may not cancel a payment order once it has been received by the Bank. In the event of refusal to execute a payment operation order by Bank, the Authorized User receives message, save for the cases where provision of such information is not admissible pursuant to the governing law.
 - For use of the Service the Account Holder/the Authorized User shall be liable for and pay fees and commissions according to the Bank's Tariff, which shall be an integral part of these General Terms and Conditions. By signing these General Terms and Conditions the Account Holder and the Authorized User hereby confirm that they have become familiar with the Tariff's contents and agree to pay all fees and commissions due pursuant to the Tariff. By signing these General Terms and Conditions the Account Holder/the Authorized User hereby grant their explicit and irrevocable consent and authorize the Bank to collect ex officio from the funds available in the Account, as well as from the funds available in other accounts opened with the Bank, all of its due receivables arising in the course of Service use, including, but not limited to receivables from the fees and commissions due with regard to the Agreement. In such case the Bank is to notify the Account Holder/the Authorized User of the grounds, the value date, and the amount of the sum collected as per the procedure of Art XIII.7.
 - When executing transactions, the Authorized User shall explicitly state in the margin intended for the purpose whether or not the order transaction refers to payment of employment remunerations, incl. advances thereunder. The Bank shall not be liable for electronic banking payment orders received through the Internet Banking system and processed automatically, as earmarked for payment of employment remunerations, incl. advances thereunder, in case the Authorized User has failed to explicitly state the grounds for the transaction.
 - In the course of the provision and use of the Service, the transfers between domestic persons and foreign persons, as well as crossborder transfers, shall take place in compliance with the effective currency legislation.
 - No transfers from deposit accounts may take place through use of the Service.
 - The Bank shall be entitled to request submission of extra documents in accordance with the requirements of the effective laws. In the cases where extra documents must be submitted and/ or completed for the execution of the relevant operation pursuant to the effective laws (such as but not only: a document-justification for the operation, declarations, certificates), the Authorized User shall undertake to submit/complete the relevant document on the day of the operation and prior to its execution.
 - Once a payment order reaches the Bank's system in the form of an electronic bank payment order, it shall be deemed received and the Bank shall execute it, except where:
 - The payment order has not been entered according to the standards of the systems for servicing interbank money transfers;

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- 9.2. There are no sufficient funds in the Account(s);
- 9.3. Distraintment has been imposed on the relevant account.
- 9.4. Requested currency purchases and sales (currency exchange) in non-working time for the Bank.
- 9.5. Missing declaration submitted by the Authorized Holder or are not provided other necessary documents required under applicable governing law.
10. The Account Holder hereby grants his unconditional consent and authorizes the Bank to enter, when providing the Service, electronic messages for the relevant payment orders in the payment systems for servicing interbank money transfers, on behalf and to the expense of the Account Holder, according to the particulars electronically received by the Bank from the Authorized User during use of the Service.
11. All operations executed during use of the Service shall be automatically registered by the Bank in order of sequence, through certain procedures and technical means, which allow safe storage and exact reproduction of the information and eliminate any possibility for its subsequent modification. The records of all operations shall be accounting documents as per the meaning of the Accounting Act, and shall be deemed truthful until proven otherwise.
12. Following the execution of the operation/transaction (relating to debiting or crediting an Account) the Bank shall provide an opportunity for the Authorized User and the Account Holder to receive information about the relevant operation/transaction (having a content as per Art 46, Para 1 and Art 47, Para 1 of PSPSA, insofar as applicable) by using the Service.
13. In order to prevent any frauds which could bring damages for the Account Holder and The Authorized User in the event that the Bank suspect that execution of certain operation/transaction is ordered through unauthorized access via the Service, the Bank shall be entitled to request by the Authorized user whose Access Code and Digital Certificate/ QES have been used for execution of the operation/transfer via the Service and/or from Account Holder additional verification of the order operation/transaction incl. a phone call, e-mail message or other remote means of communication.
14. In the cases referenced in the preceding item of the current Section of these General Terms and Conditions, the time for execution of operation/transaction by the Bank begins after its verification by the Authorized User and/or by the Account Holder, regardless the stipulated in the General terms and conditions relating to bank accounts, as applicable to the relevant bank account agreement.
15. In order to protect the legitimate interests of the Account Holder and the Authorized User, the Bank may refuse the execution of the operation/transaction for which the Bank suspects that is ordered through unauthorized access via the Service, including but not only when the operation/transaction is not verified by the Authorized User and/or by the Account Holder, pursuant to item 13 of the current Section of these General Terms and Conditions which is explicitly consented to by the Account Holder and the Authorized User by signing these General Terms and Conditions.

VII. Duties of the Account Holder / the Authorized User when using the Service

1. The Account Holder/the Authorized User shall have a duty to use the Service only and solely in compliance with the terms of the Agreement, these General Terms and Conditions, and the provisions of the effective Bulgarian laws, including, but not limited to the Payment Services and Payment Systems Act, Ordinance No 3 of Bulgarian National Bank on the terms and procedure for the execution of payment transactions and use of payment instruments, the Measures Against Money Laundering Act, etc. The Authorized User and the Account Holder shall not be entitled to use the Service for purposes prohibited by the laws of the Republic of Bulgaria; the Bank shall not monitor the legality of the transactions unless otherwise stipulated by statute. The Authorized User and the Account Holder shall be liable for all wrongful operations executed by means of using the Service, under the terms of the effective laws.
2. The Account Holder and/or the Authorized User shall have a duty to notify the Bank or its authorized person at the telephone number 070018555 or in financial center of the Bank, in case of loss, theft, misappropriation, or unauthorized use of the payment instrument immediately upon becoming aware, as well as in case of doubt or assumption that the Access Code and/or the Digital Certificate/ QES has come into the knowledge of a person other than the Authorized User, or that there is access to or use of the Service in any other wrongful manner and/or that a transaction was unauthorized or inaccurately executed. Nonfeasance of the duty identified in this article on the part of the Account Holder/the Authorized User will constitute gross negligence on their part as regards use of the Service.
3. Upon gaining access to the Service, the Account Holder/the Authorized User shall have a duty to take all reasonable steps for the protection of its personalized protective characteristics (the Activation Key, the Access Code, the Digital Certificate and/or QES), including to memorize the Access Code and not to write down and store any information about these characteristics on any medium whatsoever. Nonfeasance of the duty identified in this article on the part of the Account Holder/the Authorized User will constitute gross negligence on their part as regards use of the Service.
4. When providing the Service, the Bank will electronically make available to the Account Holder and the Authorized User depending on their rights, information about the balance(s) and the availability in the Account(s) and/or movements in the Account (including operations/transactions in order of sequence), the information having its contents as per Art 46, Para 1 and Art 47, Para 1 of the PSPSA, insofar as applicable. The Account Holder and the Authorized User shall have a duty to become familiar with the information referenced in the preceding sentence (including the available funds and the payment operations executed under the Account(s) through the Service) at least once per month, whereas Nonfeasance of the duty identified in this article on the part of the Account Holder/the Authorized User will constitute gross negligence on their part as regards use of the Service.
5. Should the Account Holder and the Authorized User not fulfil their duty identified in the preceding articles or should the Bank not receive written objection from the Account Holder or the Authorized User (concerning the transactions ordered by him) within 60 days of the execution date of the relevant payment operation, the Account Holder and the Authorized User shall be deemed to have become familiar with and approve of the information referenced in the preceding article and of the payment services and operations identified therein. Notifying the Bank after the said deadline shall be deemed undue delay on the part of the Account Holder and/or the Authorized User.
6. The Account Holder shall have a duty to provide disposable funds in the account, including for the purpose of payment of all fees and commissions required under the Agreement.
7. The Authorized User must use "Logout" of the application when quit the Service, otherwise upon re-entry is possible his access to the Service within 15 min. to be restricted.

VIII. Security

1. The Authorized User/ the Account Holder shall have a duty to keep secret his Access Code and the particulars of the Digital Certificate, as well as any other means of electronic identification provided to him/them by the Bank, as well as the QES particulars, if such is used to access the Service.
2. Where suspicion arises that the Access Code, the Digital Certificate/QES, or any other means of electronic identification have become knowledge of other persons, the Account Holder/the Authorized User shall have a duty to promptly ensure the change, blocking, or destruction thereof by immediately notifying the Bank at the telephone number: 070018555. The Bank shall not be liable for the potential adverse consequences occurring as a result of other persons becoming aware of any means for identification the Authorized User, which have occurred prior to such notification, unless such liability is explicitly provided in the general terms and conditions for bank accounts and/or in the applicable Bulgarian laws.
3. The Bank shall be entitled to block the access of each Authorized User/ the Account Holder to the Service for fair reasons relating to:
 - the security of the payment instrument/ the Service;
 - suspicion about unauthorized use of a payment instrument/ the Service;
 - use of the payment instrument/ the Service for purposes of fraud;
4. The Bank shall temporarily suspend access to the Service where suspicion or assumption arises that a person other than the Authorized User has become aware of the Access Code, the Digital Certificate/ QES or any other means of electronic identification for which the Bank must be promptly notified.
5. The Bank shall temporarily suspend access to the Service upon occurrence of any of the following circumstances:
 - 5.1. Upon receipt by the Bank of a notice of distraint on the Account or on any/all accounts of the Account Holder with the Bank;
 - 5.2. Upon infringement of the requirements of effective statutes, the Agreement and/or these General Terms and Conditions or upon the security of the system being jeopardized by the Authorized User/ the Account Holder;
 - 5.3. Upon request of the Account Holder or Authorized User, when the request for blocking of the access is via telephone call.
 - 5.4. Upon a written request being filed by the Account Holder /or the Authorized User;
6. In the cases referenced in Art VIII. 3 - VIII. 5, the Bank shall notify the Authorized User as soon as possible, including via phone, unless provision of such information is not permitted due to security considerations or certain statutory requirements.
7. The Bank shall restore access to the Service when the suspension grounds expire. Where the blocking was carried out due to Art VIII. 4, and Art. VIII. 5.3 and 5.4, the Bank shall resume access to the Service when the blocking grounds expire and after written request to such effect has been filed by the Account Holder in financial center of the Bank.
8. The Bank permanently suspend access to the Service upon provision of information and evidence of death of the Authorized User.

IX. Disputing the payments and objections

1. The Bank shall only correct an unauthorized or a payment operation incorrectly executed from an Account where the Account Holder and/or the Authorized User have notified the Bank in writing with no undue delay in the meaning and within the deadline of Art VII.5 of these General Terms and Conditions, after becoming aware of the unauthorized or incorrectly executed payment operation. The Bank hereby undertakes to assist in the resolution of cases of disputed operations/transactions and shall deliver its ruling on the relevant objections within the deadlines stipulated in the applicable laws, the relevant internal rules and procedures of the Bank;
2. In case the objections of the Account Holder and/or of the Authorized User are satisfied by the Bank, the relations between the Parties shall be settled pursuant to the general terms and conditions applicable to the relevant Account(s).
3. In the event of baseless disputing of an operation/transaction, the party disputing the operation/ transaction - the Authorized User, respectively, the Account Holder, shall have a duty to pay a fee according to the Bank's Tariff. Viewed as baseless will be the disputing of a difference between the transaction amount and the amount accounted in the account, upon change of the transaction and the date of its being accounted by the Bank, and a difference in the exchange rates applied on the relevant dates and currencies. The cases stated in the preceding sentence shall not constitute an exhaustive list of cases of baseless disputing of operations/transactions.

X. Liability of the Parties

1. The Authorized User and the Account Holder shall be jointly liable for all payables arising upon use of the Service.
2. The Account Holder/the Authorized User shall bear all losses associated with all unauthorized payment operations arising from the use of a lost, stolen, or misappropriated payment instrument, where the Account Holder/the Authorized User has failed to protect the personalized protective characteristics of the Service, but no more than BGN 300. The Account Holder/the Authorized User shall bear all losses associated with unauthorized payment operations, regardless of the amount thereof, if he/they has/have caused them through fraud, wilful nonfeasance, or gross negligence of one of more of his duties under the Agreement. The Authorized User and the Account Holder shall be liable to the Bank for all damages caused by improper use of the Service and/or storage of the Access Code and/or the Digital Certificate/ QES.
3. The Bank shall not be liable for damages caused upon use of the Service, should it have executed in good faith and prior to receiving the notification referenced in the preceding sentence an order to execute an operation with a person, who has been authorized to execute it based on based unequivocal circumstances. In such cases the liability of the Authorized User/ the Account Holder may only be restricted in the event of existence of an imperative provision in the legislation then in effect, which stipulates such restriction, and only to the amounts identified therein. In any case, where the transaction has been executed based on a positive electronic identification (by entering the Access Code and the Digital Certificate/ QES) it shall be assumed that the executing person has been unequivocally authorized to execute it. The cases stated in the preceding sentence shall not constitute an exhaustive list of unequivocal circumstances within the meaning of this provision.
4. The Account Holder shall bear all losses associated with unauthorized payment operations if he has caused them through fraud or nonfeasance of one of more of his duties under the Agreement and/ or these General Terms and Conditions (incl. Section VII) and the effective Bulgarian laws wilfully or due to gross negligence. In such cases Account Holder shall bear the damages regardless of the amount thereof. The omission of the Account Holder and/or of the Authorized User to promptly notify the Bank of the circumstances referenced in Art VII.2, as well as allowing third persons to become aware of the Access Code and/or any other personalized

Authorized User: /Names and signature/ Date:

Account Holder: /Names and signature/ Date:

protective characteristics the Service, shall constitute gross negligence on the part of the Account Holder/the Authorized User. Failure to provide antivirus software (latest version) or use of the Service from computers to which other persons also have access shall constitute gross negligence on the part of the Account Holder/ the Authorized User. The cases stated in this provision shall not constitute an exhaustive list of all instances of gross negligence on the part of the Account Holder and/or the Authorized User.

5. The Bank shall not be liable for any amounts blocked by another bank, which is a party in the payment process, upon execution of payments under orders or in favour of individuals and natural persons and countries, which are the subject of restrictions and/or sanctions.
6. The Bank shall not be liable when due to fair circumstances beyond its control, such as force majeure or other extraordinary circumstances, the Authorized User/ the Account is/are not able to use the Service, including, but not limited to failures of the information system, breakdown of communication lines, power supply cuts, and others.
7. The Bank is not responsible, when the Authorized User do not receive sent sms pursuant to these General Terms and Conditional, due to absence/ termination of the contact of the Authorized User with mobile operator and/or other technical reasons (lack of coverage, roaming, coverage, phone is switched off, etc.) or Authorized Holder has changed his mobile phone number / mobile provider without informing the Bank and in the event of loss or theft mobile phone or other circumstances of a similar effect.

XI. Fees and commissions

1. For the use of the Service the Account Holder shall owe to the Bank fees and commissions according to the Bank's effective tariff.
2. The Bank shall be entitled to collect ex officio the fees and commissions due by the Account Holder and the Authorized User from all accounts of the Account Holder and/or the Authorized User opened with it, which is explicitly, irrevocably, and unconditionally consented to by the Account Holder and the Authorized User by signing these General Terms and Conditions.

XII. Termination of the contractual relations

1. The Agreement for provision and use of the Internet Banking service shall be executed by the Parties for an indefinite period.
2. The Account Holder may unilaterally terminate the Agreement without statement of cause by serving a one-month written notice to the Bank.
3. The Bank shall be entitled to unilaterally terminate the Agreement with the Authorized User and/or the Account Holder without statement of cause by serving a two-month written notice.
The notice referenced in this article shall be served to the Account Holder/ the Authorized User on hardcopy or on another durable medium (including by dispatch of an e-mail message) to the correspondence addresses identified in the Agreement.
4. The Bank shall be entitled to unilaterally terminate the Agreement with the Authorized User and/or the Account Holder without notice in the event of nonfeasance of the duties under these General Terms and Conditions, or under the Agreement on the part of the Authorized User and/ or the Account Holder. Upon termination of the account(s) agreement(s), this Agreement shall automatically be terminated.
5. The Agreement shall be deemed terminated in the event that a written notice placing disclaim on the Account Holder or the Authorized User is received, whereas in the latter case the termination shall only take place with regard to the relevant Authorized User.
6. In the event that within 6(six) months, reckoned as of the Agreement execution date, the Authorized User has failed to use the Access Code received by him through the Scratch Card provided for first use of the Service, the access for the Service is blocked automatically and unblocking of the access to the Service, after that shall be done by submitting of document in bank financial center in the form prescribed by the Bank, signed by the Account Holder and Authorized User.
7. The Authorized User and the Account Holder shall remain liable to the Bank until amortization of all payables associated with the use of the Service, including beyond termination of the Agreement, regardless of the causes for termination.

XIII. Supplementary provisions

1. On the grounds of Art 4, Para 1, Cl. 2 of the Personal Data Protection Act, by accepting these Terms and Conditions the Authorized User and Account Holder, where the latter is an individual, hereby grant their consent for the processing of their personal particulars where the Bank has obtained access upon the execution and performance of the Agreement, for the purposes of advertising/ promoting the Bank's products/services by means of forwarding/sending of voice- and/or written advertising messages and/or notifications of promotions, services and products of the Bank and other companies in the EFG Eurobank Group to the Authorized User and the Account Holder at their addresses (mail, e-mail, etc.) and/or their phone numbers (fixed lines and cell phones), as provided by the Authorized User and the Account Holder upon the execution and/or performance of the Agreement.
2. On the grounds of Art 4, Para 1, Cl. 2 of the Personal Data Protection Act, by signing these General Terms and Conditions, the Authorized User and the Account Holder hereby grant their consent for the processing by the Bank and its authorized persons of the personal particulars of the Authorized User and the Account Holder (where the latter is an individual) where the Bank has obtained access upon the execution and performance of the Agreement, for the purposes of complete and accurate performance of the Agreement and these General Terms and Conditions, including both for the purposes of the preceding articles and for other legitimate purposes, and they also grant their consent for such personal particulars to be provided to other companies/persons, who support the Bank in the promotions of the latter's products/services for purposes of advertising/promoting these (advertising agencies, mobile and other operators of telephone networks, companies transacting business in the area of direct marketing, postal services, traders).
3. The Authorized User and Account Holder, where the latter is an individual, shall be legally entitled to access to their personal files stored by the Bank and by other authorized persons. The Authorized User and the Account Holder, where the latter is an individual, shall be entitled to request modification and updating of their personal particulars stored by the Bank and by other authorized persons.
4. The Bank's access to obtain access to or modify and update the personal particulars of the Authorized User and the Account Holder, where the latter is an individual, stored by the Bank, shall be the address of the Bank's financial centre where the Agreement has been executed. The Authorized User and Account Holder, where the latter is an individual, may also received information at the same address about the address of the other persons, who have obtained access to the personal particulars of the Authorized User and the Account Holder, on the grounds of these General Terms and Conditions, the Agreement, and the consent granted above by the Authorized User and the Account Holder. The Authorized User and Account Holder have been notified of their right to object to the processing of their personal particulars for the purposes of direct marketing. The Authorized User and the Account Holder may exercise their rights under this clause by filing a written request in the address indicated above in this clause.

5. By signing these General Terms and Conditions, the Authorized User and the Account Holder hereby represent their explicit consent to receive, in the manner selected by them through access to the Service, sms and e-mail notifications for login into the system, change of Access code, certificates and for executed active operations under the Account(s) by means of the Service. A fee shall be due for a sms notification according to the Bank's Tariff. The Bank shall reserve the right not to provide the services referenced in this article or requires in certain cases execute of additional actions by the Account Holder/Authorized User (incl. filing of relevant applications by the Account Holder) in order to provide these services. The Account Holder may request deactivation of receiving sms and e-mail notifications referenced in the current art in financial center of the Bank or by the Authorized User by means of QES. .
6. These General Terms and Conditions shall be provided to the Account Holder/the Authorized User on hardcopy or on another durable medium (including by dispatch of an e-mail message or their publication in the Bank's webpage at www.postbank.bg) in intelligible text and in accessible form in Bulgarian. During the effect of the Agreement the Account Holder/the Authorized User shall be entitled, upon request, to receive the terms and conditions of the Agreement, as well as these General Terms and Conditions on hardcopy or on another durable medium.
7. All notifications and statements associated with the Agreement must be made by the Parties in writing and in Bulgarian and shall be deemed duly received if they reach, via fax, personal delivery, or mail dispatch with advice of delivery, the Parties' addresses (respectively, the e-mail addresses), as stated in the Agreement and the General Terms and Conditions, as well as if provided to the Account Holder/the Authorized User through use of the Service or their publication on the Bank's webpage, as indicated above, unless otherwise provided in General Terms and Conditions. The following e-mail address info@e-postbank.bg shall be valid for the dispatch of notifications and statements from and to the Bank. Any amendment and additions to the Agreement shall be made by the Parties in the same form and in compliance with the terms whereunder the Agreement was originally executed except in the cases specified in Art III.10 –III.12.
8. Each notification received by the Bank shall be recorded in order of sequence in a special purpose registry, which may be kept on hardcopy and/or a technical medium. The registry shall ensure exact reproduction of the information and shall exclude any change for its subsequent amendment. The authoritative reference for the telephone messages shall be the time of receipt recorded in the registry. Until proven otherwise, the records in the registry shall have the effect of evidence between the Parties as regards the circumstances contained therein.
9. The Parties hereby agree that as regards the notification to the Account Holder/ the Authorized User, which are provided through the relevant providers of Internet services, including those under Art XIII.10, the Bank shall not be held liable for non-receipt or late receipt of the notifications where the non-receipt or late receipt are due to causes beyond the Bank's control (such as: problems in the transmission communication environment of the relevant providers of Internet services, force majeure circumstances, etc.), as well as in the event of termination of the contractual relations between the Bank and the relevant provider of Internet services, regard less of the causes for termination.
10. The Bank shall reserve the right to unilaterally modify these General Terms and Conditions, including the Tariff and the Interest Rate Bulletin by making the changes available to its customers by publishing them on the Bank's webpage <http://www.postbank.bg> prior to their entry into force. These shall become binding for the customers as of the time of their entry into force. In the cases where the changes are associated with the information contained in Art 41 PSPSA, the Bank shall make the changes available to the Authorized User and the Account Holder in the manner prescribed by this section no later than two months prior to the date of the changes' entry into force. Should the Authorized User/ the Account Holder not accept the proposed changes, he/they shall be entitled to object thereto by terminating the Agreement within the two-month period referenced in the preceding sentence. Should the Authorized User/ the Account Holder fail to terminate the Agreement in the manner referenced in the preceding article, he/they shall be deemed to have accepted the proposed changes and be bound thereby as of the time of their entry into force.
11. In the event of change in the statutes governing any relations set forth in these General Terms and Conditions, the entry into force of such change shall also cause the change of the relevant provisions of the General Terms and Conditions, unless the change concerns discretionary legal norms.
12. The Authorized User and the Account Holder hereby undertake to notify the Bank of any changes occurred in the original particulars, as provided by them upon execution of the Agreement, including any change of the relevant address (incl. e-mail) and mobile phone number identified in the Agreement, within 7 days of occurrence of the relevant changes. Otherwise all notifications, activation codes for Digital certificates, calls, and other communications under these General Terms and Conditions and the Agreement will be deemed duly received if sent to the Authorized User and/or to the Account Holder at the relevant address (incl. e-mail) or the number of mobile phone, identified in the Agreement.
13. The Service may be used and in case that the Account Holder has credit card (s), without account opened with the Bank. In this case the Service may be used only pursuant to utility payments according to Art III 5.2.7 of these General Terms and Conditions.
14. The provisions of the effective Bulgarian laws shall apply to all issues not settled in the General Terms and Conditions and the Agreement.
15. In case the Account Holder is not a user within the meaning of PSPSA, on the grounds of Art 31, Para 3 and Art 48, Para 2 of the Payment Services and Payment Systems Act, the provisions of Chapter III of PSPSA and Art 49, Para 1, Art 56, 58, 59, 68, 69, and Art 70, Para 1 of PSPSA shall not apply to the Account(s) and the Service, with the Bank having no liability to the Account Holder and/or the Authorized User on the grounds of the provisions quoted in this articles, and the Account Holder and/or the Authorized User may not bring any claims against the Bank on such grounds and/ or provisions of these General Terms and Conditions implementing these norms.
16. In the case of the Bank receiving a written objection or complaint concerning the relations between the Bank and the Authorized User/ Account Holder, as settled by means of these General Terms and Conditions and the Agreement, the Bank shall review the case and notify the Authorized User/ Account Holder of its decision within a 7-day period. Should the Bank fail to notify the Authorized User/ Account Holder within the above period or should the Bank's decision be unacceptable for the Authorized User/ Account Holder, the latter may refer the dispute for review by the Payment Disputes Reconciliation Committee at the Commission for Consumer Protection.
17. Any disputes between the Parties shall be resolved via mutual agreement and in case of failure to achieve this, the dispute shall be referred for resolution to the competent Bulgarian courts of law in the city of Sofia.

By signing these General Terms and Conditions, the Account Holder and the Authorized User(s) hereby represent that the General Terms and Conditions have been provided to them on hardcopy the Bank's webpage at www.postbank.bg) in the form of an intelligible text and in accessible form in Bulgarian, and that they have read and become familiar with them and accept them.