

## I. General considerations

1.1. (a) These General Terms and Conditions of Deposit Agreements that are concluded online (hereinafter referred to as General Terms and Conditions) regulate the terms and procedure subject to which the Bulgarian-American Credit Bank AD (hereinafter referred to as The Bank) accepts money from individuals on deposit in BGN, EUR and USD via the Bank's web site <https://deposit.bacb.bg> and via the web-based application for remote banking and regulate the relations arising between natural persons using the service for opening a deposit online (Depositor) and the Bank.

(b) The parameters of each type of deposit that may be opened online - minimum and maximum amount for opening a deposit, interest rate, term and currency are specified in the Interest Rates Bulletin of the Bank.

(c) The terms and conditions to be met by the Depositor for each individual deposit product offered by the Bank online as well as the specific terms and conditions of the respective type of deposit are set out in the relevant sections of these General Terms and Conditions and in the relevant deposit agreements. In the event that any conditions different from those in these General Terms and Conditions are agreed in the respective deposit agreement concluded between the Bank and the Depositor, the different conditions agreed upon shall prevail.

(d) The Bank provides the service for opening deposits online via the Bank's website <https://deposit.bacb.bg> and/or via a web-based application for remote banking, allowing placing orders, management of products and services, sending documents and payment orders and instructions, depending on the specifics of each product.

1.2. In the relations between the Bank and the Depositor, all declarations, documents and bank statements, exchanged between the parties, shall be deemed to be electronic documents signed with electronic signature by the relevant party, and such electronic documents shall be binding and shall have the force of valid original documents signed with autographic signature within the meaning of the Electronic Document and Electronic Trust Services Act /EDETSA/.

1.3. As regards all issues not covered by these General Terms and Conditions or by the relevant deposit agreement concluded online, the provisions of the Payment Services and Payment Systems Act (PSPSA), Ordinance No. 3 of the Bulgarian National Bank (BNB) on the terms and conditions and the procedure for opening payment accounts, for executing payment transactions and for using payment instruments, the Electronic Document and Electronic Certification Services Act (EDECESA), the Remote Provision of Financial Services Act (RPFSA), the Measures Against Money Laundering Act (MAMLA), any other applicable national and European legislation shall apply.

1.4. The Bank and the Depositor agree and acknowledge that in their relations, the following electronic means by which electronic declarations/ documents are signed shall have the force of an autographic signature, on the grounds of EDETSA: (a) Server certificate - for signing electronic declarations/ documents by BACB and (b) ticking a check box and/ or pressing the respective virtual button and/ or entering a single unique code for signing of electronic declarations/ documents by the Depositor.

1.5. The Depositor shall take all security measures to ensure the safety, privacy and protection against third party access to data enabling access to the deposit opened online in his/her name. The Depositor shall use the deposit opened online in his/her name only personally. If the Depositor permits or does not prevent third party access to data providing access to the deposit opened online, either intentionally or negligently, this shall be deemed willful misconduct and /or gross negligence of the Depositor within the meaning of the Payment Services and Payment Systems Act.

1.6. (1) The Bank shall have right to block and restrict access to deposits opened online at any time, at its discretion and without notice in case of violation by the Depositor of these General Terms and Conditions, the applicable legislation, or for security reasons, and shall notify the Depositor after blocking the deposit. Once the reasons for blocking cease to exist, the Bank shall unblock and restore access to the deposit.

(2) The Depositor shall have the right to ask the Bank to block and restrict access to the deposit at any time during the term of validity of the Deposit Agreement by sending an Instruction signed with eTAN through the web-based remote banking application.

1.7. For using the service for opening a deposit online, the Depositor shall have to provide a valid electronic address - email and a valid mobile phone number operated by mobile services provider, a scanned copy of a valid identity document (face and back), address according to the ID card, current address, and other necessary data. All messages and documents sent by the Bank to the Depositor to the email address and mobile phone number, provided by the latter, shall be deemed to be received by the Depositor.

1.8. The Bank shall not be held liable if the mobile operator or the service provider fails to transmit, in time or at all, a single unique code via SMS sent to a mobile telephone or other mobile device, as well as in circumstances beyond the

Bank's control, SMS or other message is not sent, not received or not received in time.

1.9. The Depositor must notify the Bank of any changes in the personal data provided by him/her, including changes to the provided email address and /or mobile phone number, by appearing in person at any Bank's office or remotely by sending an Instruction signed with eTAN, via the web-based remote banking application.

1.10. The Depositor must notify the Bank of the expired validity of his/her identity document in person by visiting an office or remotely by sending an Instruction signed with eTAN, through the web-based remote banking application, which explicitly indicates the data of the new document - number, date of issue, expiration date. The Depositor shall send a copy of the new identity document to the following e-mail address: [zapori@bacb.bg](mailto:zapori@bacb.bg).

## **II. Interest rate provisions. Fees and commissions.**

2.1. The amount put on deposit bears interest at a rate determined and announced for each type of deposit in the Interest Rates Bulletin of the Bank, valid at the date of filing the online application with the Bank, although at the date that the Parties have adopted as the date of conclusion of the relevant agreement, the interest rate may be different. The interest rate is fixed and is not subject to change within the term of the deposit, regardless of the changes in the interest rates on the respective type of deposit in the Interest Rate Bulletin of the Bank. The interest rate on deposits is calculated based on 30 interest accrual days per month and 360 days per year.

2.2. The interest on the deposits shall be payable on the date of maturity and shall be accrued on the principal. The deposit shall be remunerated on the maturity date or on the date of its early termination. Interest shall be capitalized to the deposit principal and then the Bank shall deduct automatically the withholding tax due under the Bulgarian law.

2.3. Upon early termination of the deposit, in case of transactions on dates other than the maturity date (withdrawal, deposit) or in other cases of breach of the deposit conditions, the Bank shall accumulate on the deposit an interest rate equal to the interest rate on payment accounts in the respective currency for the actual number of days, or as otherwise provided in the terms of a particular deposit product and the relevant deposit agreement.

2.4. The Bank reserves the right to change the interest rates applicable to deposits by decision of the competent authority of the Bank. The Bank shall announce the new interest rates on the deposits and their date of entry into force at a prominent place in the Bank's offices and on its website [www.bacb.bg](http://www.bacb.bg).

2.5. All fees and commissions of the Bank relating to the opening, funding, cash transactions, withdrawals and other transactions with the deposit shall be determined in the effective Fees and Commissions Tariff of the Bank applicable to natural persons.

## **III. Deposit Guarantees**

3.1. The payment of cash on deposits with the Bank is guaranteed by the Bulgarian Deposit Insurance Fund /BDIF/ in accordance with the provisions of the Bank Deposit Guarantee Act /BDGA/. BDIF guarantees deposits in the Bank of Bulgarian and foreign individuals and legal entities in BGN and foreign currency to the amount and under the conditions specified below and stipulated in BDGA.

3.2. BDIF guarantees full repayment of deposit amounts of a person (natural or legal) with the Bank up to BGN 196 000 (one hundred and ninety-six thousand) regardless of the number and size of the deposits, and this amount includes interest accrued to the date of the decision of the Bulgarian National Bank /BNB/ for withdrawal of the Bank's banking license or other act referred to in Art. 3.3 (1) below.

The following deposits are guaranteed up to BGN 250 000 (two hundred and fifty thousand) for a period of three months from the moment of crediting the amount to an account of the depositor or from the moment at which the depositor has obtained the right to dispose of the amount of the deposit: (a) deposits of individuals arising from transactions with real estates for residential purposes; (b) deposits of individuals arising from amounts paid in connection with entry into or dissolution of marriage, termination of a labor or employment relationship, disability or death; (c) deposits arising from insurance or social insurance payments or from payment of compensation for damages from crimes or reversed sentence. The deposits under the preceding sentence are not included in the calculation of the total amount of the liability of the Bank to a depositor within three months from the moment of crediting the amount to an account of the depositor or from the moment at which the depositor has obtained the right to dispose of the amount of the deposit.

3.3. (1) BDIF shall repay liabilities of the Bank to its depositors up to the coverage level in the event of: (a) a resolution of BNB on revoking the Bank's operation license; or (b) a resolution of BNB on establishing unavailability of deposits and upon its discretion that for the time being the Bank seems unable to repay deposits and that the Bank will not be able to do so in the short term; or (c) an act enforced by a judicial authority which precludes depositors to claim receivables against the Bank.

(2) Guaranteed amounts on deposits shall be paid from BDIF in national currency - BGN. In the event of deposit in foreign currency, the depositor shall be paid the equivalent of the guaranteed amount of the deposit at the exchange

rate of BNB on the initial day of payment of the deposit guarantee. Not later than two business days prior to the commencement of repayment of the reimbursable sums, BDIF shall announce in at least two central dailies and on its website /www.dif.bg/ the initial day, on which depositors in the bank may receive payments from the BDIF, as well as the bank or banks that will make these payments.

(3) Payments shall be made via one or more banks designated by the Management Board of BDIF and shall commence not later than 7 business days from the date of the BNB decision to revoke the license of the relevant bank or of the issuance of a another act under par. (1) above. The deadline for repayment of the guaranteed amounts may be extended in accordance with the provisions of Art. 20, para. 6 and para. 7, BDGA.

3.4. (1) Deposits with the Bank up to the coverage level shall not be paid to: (a) other banks when they are made on their behalf and for their own account; (b) financial institutions under Art. 3 of the Credit Institutions Act /CIA/; (c) insurers and reinsurers under Art. 12 of the Insurance Code /IC/; (d) pension insurance companies and funds for mandatory and voluntary pension insurance; (e) investment intermediaries; (f) collective investment schemes, national investment funds, alternative investment funds and special investment purpose companies; (g) budget organizations under § 1, item 5 of the Additional Provisions of the Public Finance Act; (h) the Investor Compensation Fund, the BDIF and the Guarantee Fund under Art. 518, IC.

(2) No guarantee shall be provided on deposits arising from or connected with transactions or actions constituting money laundering or financing of terrorism within the meaning of Art. 2 of the Measures against Money Laundering Act (MAMLA) or within the meaning of the Measures against Financing of Terrorism Act, established by an effective verdict.

(3) Deposits whose holder has not been identified pursuant to Art. 3, MAMLA as of the date of the Bank's license revocation, shall not be repaid.

(4) BDIF does not guarantee repayment of deposits to persons who have acquired rights to a deposit as result of performed disposals of the deposit during the term of effect of the measures under Art. 116, para 2, item 2 and item 3, CIA, and after the date of the Bank's license revocation.

3.5. In case of joint deposit, when establishing total amount of a depositor's deposits in the Bank, the share of each person shall be taken into account. If the deposit agreement does not provide otherwise, it shall be assumed that the shares of the depositors are equal.

3.6. In case of deposit agreement in favor of a third person, the person in whose favor the deposit has been made (the beneficiary) shall be entitled to receive payment from the fund, unless the deposit agreement provides otherwise. In the event of more than one beneficiary, the rules for joint deposit shall apply.

3.7. Before opening a deposit, the Bank shall provide to depositors Information Bulletin for Depositors.

The Bank shall provide the applicable text of the Information Bulletin for Depositors in both the Bulgarian and the English language, on paper at the Bank counters, on the Bank's website ([www.bacb.bg](http://www.bacb.bg)) in a format that enables its storage and reproduction.

#### IV. PERSONAL DATA PROTECTION

4.1. **The Bank** processes and stores personal data of the **Depositor** in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The Privacy Policy of BACB AD and the Privacy Notice to the Customers of the Bulgarian-American Credit Bank AD contain detailed information on the data that identifies BACB as a personal data controller and the contact details of the data protection officer, the purposes and the legal basis for the processing of the personal data, including when the processing is necessary in order to protect the legitimate interest of BACB AD; the categories of recipients of personal data; the period for which personal data will be stored; the rights of the data subjects in relation to the processing of personal data by BACB AD, as well as information on how these rights can be exercised and any other information required by the General Data Protection Regulation to be provided to customers. The Privacy Policy of BACB AD and the Privacy Notice to the Customers of the Bulgarian-American Credit Bank AD are available and published on [www.bacb.bg](http://www.bacb.bg) and in the offices of BACB AD.

4.2. By signing the agreement and these General Terms and Conditions, the **Depositor** declares that: a) he/she has been notified of the protection of personal data in the Bulgarian-American Credit Bank AD, including with the provided access to the Privacy Notice at [www.bacb.bg](http://www.bacb.bg) and in the offices of BACB AD; b) voluntarily submits his/her personal data for the conclusion of the agreement under these General Terms and Conditions, the execution or performance of the rights and obligations under the Agreement and the General Terms and Conditions and with a view to the full

payment / collection of all receivables of the Bank;

## V. TYPE OF DEPOSITS THAT MAY BE OPENED ONLINE:

### A/ ONLINE DEPOSIT

#### Opening an Online Deposit

5.1. The Bank shall open Online deposits to individuals, who have filed an application for opening an Online deposit and meet the following conditions:

(a) an adult, Bulgarian national or citizen with permanent residence in Bulgaria; (b) a new customer of the bank, who has no active payment, deposit or other account with the Bank or who only had online deposits until a new application was filed; (c) opens the Online Deposit in their own name and at their own expense. The Online Deposit cannot be opened in favor of a third person or by proxy, neither as a joint deposit in the names of two or more persons; (d) the application for Online Deposit has been filed via the Bank's web site <https://deposit.bacb.bg/online> or via a web-based application for remote banking with attached scanned copy of a valid identity document (front and back) and Permanent residence permit (for a foreigner) and passport (for a foreigner) of the applicant, and in the application for Online Deposit the applicant has checked that he/she accepts the present General terms and conditions; (e) funds the deposit from an account with other bank in Bulgaria, in EU member state, Iceland, Norway or Liechtenstein.

5.2. The Depositor shall send the application for Online Deposit to the Bank by entering a one-time unique code, which the Depositor shall receive by the Bank as an electronic message on their mobile phone.

5.3. Upon receipt of application for Online Deposit, an authorized bank employee shall verify the data received with the application. The Bank may refuse to open an Online Deposit in the following cases: (a) upon receiving an application with incomplete and/or false data; (b) the Depositor does not fulfill and does not meet the conditions set out in Art. 5.1. Above; (c) other considerations of the Bank, without the need for the Bank to justify the reasons for refusal.

5.4. After processing the application for Online Deposit, The Bank shall open the Depositor a deposit account and shall send to the latter an electronic message to the e-mail specified in the application containing information of the deposit account number /IBAN/.

5.5. Within 15 calendar days of receipt of the notification under the preceding article, the Depositor shall fund the deposit account of their Online Deposit by ordering a cash transfer from their own account opened with a bank / electronic money companies in Bulgaria, in EU member state, Iceland, Norway or Liechtenstein. **Within one day, the Depositor may fund his/her Online Deposit with several transfers.** Several transactions for funding the deposit account from different accounts of the Depositor shall be allowed, including in different currency. The Bank shall credit the deposit account with a value date coinciding with the date of receiving the cash transfer(s) and that value date shall be considered the starting date from which the term of the Online Deposit shall be running. In the event that the deposit account is not funded within the deadline and under the terms of this Article, the Bank shall automatically close the deposit account. In case the amount transferred by the Depositor in the deposit account is different from the amount of the deposit specified by the Depositor in the application for opening an Online Deposit, the Bank shall open the Online Deposit with amount equal to the amount transferred, if it is within the limits of the minimum and maximum amount for opening an Online Deposit referred to in the Interest Rates Bulletin of the Bank. For transfers that are not ordered from the Depositor's own account with another bank / electronic money companies in Bulgaria, EU Member State, Iceland, Norway or Liechtenstein, and/or when the amount transferred is below the minimum required or above the maximum allowable amount for Online Deposit, the Bank shall return the funds transferred to the originator's account from which they were ordered, notifying thereof the Depositor by e-mail. Fees and commissions due shall be deducted from the amount transferred; in case of currency transfer, the same is executed with a standard value date.

5.6. When the Online Deposit is funded with the cash transferred, the Bank shall send to the electronic address for correspondence of the Depositor a confirmation of the opened Online Deposit and shall grant the Depositor access to the web-based application for remote banking for: (1) remote and online management and disposal only of the opened Online Deposit and (2) sending applications for opening new Online Deposits. On the day after funding the Online Deposit, the Depositor may access the web-based remote banking application via the registration link sent to his/her e-mail address (for BACB Plus Virtual Bank) or through the electronic form for self-registration on the Bank's website (for BACB Online).

5.7. In the event that the Depositor wants to use the web-based application for remote banking for opening and disposal of other accounts with the Bank (other than the Online Deposit) and / or other payment services and payment transactions, the Depositor shall register as a user on the web-based application for remote banking by signing and submitting the documents required for the relevant services at the counters (in a Bank's office).

5.8. When the Online Deposit is funded with the cash transferred, at the end of the day the Bank shall generate an

Online Deposit Agreement signed with an electronic certificate of the Bank and stored in the digital archive of the Depositor on the web-based application for remote banking. The Bank and the Depositor agree that the Online Deposit Agreement is concluded and is binding on both parties from the value date of funding of the Online Deposit account. 5.9. With the initial application for Online Deposit submitted via the site <https://deposit.bacb.bg/online>, the Depositor may request the opening of only one Online Deposit and subsequently may open new Online Deposits by applying for their opening via the web-based application for remote banking using the access rights granted in accordance with Art. 5.6 above.

**Online Deposit maturity. Transactions with Online Deposit. Renegotiation for transforming it into another type of deposit. Closure. Early termination.**

5.10. In the event that the Depositor has not submitted to the Bank an order or instruction for termination or change of the Online Deposit by the maturity date, the Bank shall automatically renew the deposit as Standard Deposit for the term and in the currency of the original deposit by applying the interest rate for the relevant type of Standard deposit valid at the renewal date. The conditions for disposal of the renewed deposit are the same as the conditions for disposal of the Online Deposit. The depositor can receive full rights to dispose of the renewed deposit, and unlimited access rights to the web-based application for remote banking only after due identification in person at any Bank's office.

5.11. Disposal of funds on Online Deposit on a date other than the maturity date shall be deemed to be breach of the deposit conditions, and in such case Art. 2.3 above shall apply.

5.12. On the maturity date of the Online Deposit, the Depositor may give written instructions to close the Online Deposit by sending an Instruction signed with eTAN, via the web-based remote banking application.

5.13. The Depositor can transform the Online Deposit, perform transactions and close the Online Deposit at the Bank counters after due identification and laying a Specimen of the signature of the Depositor and signing the required declarations and documents.

5.14. Upon closing an online of deposit via the web-based application for remote banking, the Bank shall transfer the balance of the deposit account to the same account of the Depositor, from which the transfer for initial funding of the Online Deposit was made. In case the funding account is closed, the Depositor shall send an Instruction to the Bank, signed with eTAN, through the web-based remote banking application for transferring the balance of the deposit account to **the customer's active account with another bank**.

5.15. In the event that the closure of an Online Deposit involves transfer of funds to another bank, the fees and commissions for the transfer shall be deducted from the amount to be transferred and if the transfer is in foreign currency, it shall be executed with a standard value date. The Online Deposit can be closed on a date other than the maturity date, which shall be considered a breach of the deposit conditions, and in such case Art. 2.3 above shall apply.

5.16. Requests to close an Online Deposit received by the Bank on a business day before 15:00 shall be handled within the same day, and all the rest - on the next business day.

5.17. If the maturity date of the Online Deposit is not a business day, the Depositor may dispose of the funds on the first subsequent working day.

**B/ DEPOSIT EVERYTHING IS OK ONLINE**

**Opening a Deposit Everything' is OK – online**

6.1. The Bank shall open long-term deposit with accident insurance to individuals, who have filed an application for opening a **Deposit Everything is OK – online** and meet the following conditions:

- (a) adult individual, Bulgarian citizen, with permanent address and correspondence address in the Republic of Bulgaria;
- (b) has not reached 65 (sixty-five) years of age as at the date of conclusion of the deposit agreement and underwriting the Accident Insurance and shall not have reached the age of 70 (seventy) years as at the maturity date of the deposit
- (c) has also requested opening of payment account in his/her name to serve the deposit (d) opens the **Deposit Everything is OK – online** in their own name and at their own expense. The **Deposit Everything is OK – online** cannot be opened in favor of a third person or by proxy, neither as a joint deposit in the names of two or more persons;
- (e) the application for **Deposit Everything is OK – online** has been filed via the Bank's web site <https://deposit.bacb.bg/ok> or via a web-based application for remote banking with attached scanned copy of a valid identity document (front and back) and Permanent residence permit (for a foreigner) of the applicant, and in the application for the Deposit the applicant has checked that he/she accepts the present General terms and conditions as well as any other necessary documents;
- (f) The Depositor has completed autographically and signed an agreement - a declaration form of the insurer/ sent to him for signature on paper by the Bank/;
- (g) the Depositor has agreed with the terms of the insurance, has accepted and signed in person



the Certificate for Group Accident Insurance and the General Terms and Conditions for accident insurance with a long-term deposit with BACB AD "Everything is OK" /sent to him for signature on paper by the Bank/; (h) the initial transfer for funding the deposit shall be from his/her own account with other bank in the Republic of Bulgaria; (i) the Depositor has declared that he/she has no permanently reduced or lost working capacity (disability) of more than 50% or is not in the process of such; (j) the Depositor has declared that he/she has not been dispensarized as chronically ill.

6.2. In the online application, the Depositor shall declare the desired target/the amount of the principal of the deposit to be reached by the maturity date of the deposit, amount of the monthly/initial installment on the deposit, date of submission of the monthly installment and deadline /maturity of the deposit.

6.2.1. The total amount of the targets of all deposits *Everything is OK* opened in the name of one individual either online and / or at a counter at a Bank's office may not exceed the equivalent of BGN 50 000.

6.3. The application shall be submitted via the Bank's web site <https://deposit.bacb.bg/ok> by entering a one-time unique code, which the Depositor shall receive by the Bank as an electronic message on their mobile phone. An unlimited number of applications for opening of *Everything is OK* deposits may be submitted via the site, provided that the restriction of Art. 6.2.1. above, is observed.

6.4. Upon receipt of an online application for opening of *Everything is OK* deposit, an authorized bank employee shall verify the data received with the application. The Bank may refuse to open an *Everything is OK* deposit in the following cases: (a) upon receiving an application with incomplete and/or false data; (b) the Depositor does not fulfill and does not meet the conditions for opening of *Everything is OK* deposit set out in Art. 6.1. above; (c) other considerations of the Bank, without the need for the latter to justify the reasons for refusal.

6.5. After processing the application, the Bank shall open the Depositor a payment account in the currency of the deposit and shall generate a Framework Agreement for the opening and servicing of bank accounts and the provision of payment services signed with a server certificate together with the General Terms and Conditions of BACB for the provision of payment services and payment instruments related thereto. The Bank shall send to the Depositor an electronic message to the electronic address specified in the application, which shall state the number /IBAN/ of the payment account opened in his/her name. The payment account shall be frozen for debit transactions until the due in-person identification of the Depositor at the Bank's counters and laying a Specimen of the signature of the Depositor and signing the required declarations and documents. For each application for opening a new *Everything is OK* deposit – online, a new payment account should be open to fund respective deposit.

The Depositor shall not pay any fees and commissions for the Payment Account funding the *Everything is OK* deposit while the account is frozen.

6.5.1. The Bank and the Depositor agree that the Framework Agreement for the opening and servicing of bank accounts and the provision of payment services to natural persons-users has been concluded and is binding on both parties from the date on which the Bank processed the application for opening the deposit and sent the Depositor an electronic message with information for the number /IBAN/ of the payment account opened in his / her name.

6.6. Within 15 calendar days of receipt of the notification under the preceding article, the Depositor shall fund the payment account with the amount of the initial instalment; the funding can be made by several transfers; however, a mandatory requirement is that the initial transfer be ordered from a Depositor's account opened with a bank in the Republic of Bulgaria.

6.7. At the end of each business day until the expiration of the 15-day period, the bank shall check the availability on the payment account and on the day on which there are sufficient funds for the amount of the initial instalment on the deposit requested, the Bank shall open a deposit account in the name of the Depositor and shall credit it with the amount of the initial installment. The value date of funding the deposit account with the initial instalment shall be considered the starting date from which the term of the *Everything is OK* deposit shall be running.

6.8. The Bank and the Depositor agree that in the event that the payment account is not funded within the 15 - day period or the first transfer does not meet the conditions of Article 6.6. above, the Bank shall close the payment account, and shall automatically return the funds transferred to the originator's account from which the first transfer was ordered /in the currency of the first transfer, at the rate of the bank for the day of the transfer/. Fees and commissions due shall be deducted from the amount transferred; in case of currency transfer, the same is executed with a standard value date. Exchange differences shall be charged to the Depositor. The Bank shall notify the Client of the closure of the payment account by sending an electronic message to an electronic address for correspondence.

6.9. On the day of opening of the deposit account, the Bank shall:

- send to the Depositor electronic message to an electronic address for correspondence confirming the opened deposit *Everything is OK*, IBAN of the deposit account, the amount of the monthly payment and the target stated by the Depositor and shall provide passive access to the Bank's web-based application for remote banking to

monitor the deposit opened in his/her name.

- generate an Agreement for long-term deposit with accident insurance - *Everything is OK*, signed with a server certificate of the Bank and together with these General Terms and Conditions on deposit agreements concluded online signed with a server certificate of the Bank and stored in the digital archive of the Depositor on the web-based application for remote banking. The Bank shall these send to the Depositor as an electronic message to the specified electronic address for correspondence. The Bank and the Depositor agree that the Agreement for long-term deposit with accident insurance - *Everything is OK* is concluded and is binding on both parties from the value date of funding of the deposit account with the initial instalment to the deposit and from this date the term of the *Everything is OK* deposit shall be running.

6.10. In the event that the Depositor wants to use the web-based application for remote banking for opening and disposal of other accounts with the Bank and / or other payment services and payment transactions, the Depositor shall register as a user on the web-based application for remote banking by signing and submitting the documents required for the relevant services at the counters (in a Bank's office).

**6.11.** Within 5 (five) business days of the date of opening a deposit account, the Bank shall generate the following documents and send them through an employee of a courier authorized by the Bank, *Interlogistika Courier EOOD*, for signature by the Depository to the Address for Receiving Documents by Courier specified in the application:

- Certificate for Group Accident and General Terms and Conditions for accident insurance of Allianz Bulgaria Life AD;
- Consent-Statement of Health Condition.

6.12. The Bank and the Depositor agree that in the event that within 10 (ten) working days from the date of opening of the deposit account with the Bank, for any reason all or some of the documents referred to in Art. 6.11 above signed by the Depository, are not received by the Bank, the Bank shall close the deposit and payment accounts and shall return automatically all transferred amounts to the account of the originator of the first transfer /in the currency of the first transfer, at the rate of the bank on the day of the transfer/. Fees and commissions due shall be deducted from the amount transferred, and if the transfer is in foreign currency, it shall be executed with a standard value date. Exchange differences shall be charged to the Depositor.

## VI. Other Provisions

§1. The payment transactions from/to a deposit account of depositors opened under the terms and procedure of these General Terms and Conditions are not subject to a framework agreement within the meaning of the PSPSA. They shall be subject to the provisions of the Prior information on single payment transactions available on the Bank's website ([www.bacb.bg](http://www.bacb.bg)) and in the offices of the Bank.

§2. By signing these General Terms and Conditions, the Depositor declares his/her explicit request that each Party exercise their rights and implement their obligations under the relevant deposit agreement concluded online before the Depositor exercises his/her right to withdraw from the agreement pursuant to the Financial Services Act remotely.

§3. These General Terms and Conditions are adopted by the Management Board in the Bulgarian language. For the convenience of depositors, the Bank shall provide translation into the English language. In case of discrepancy between the Bulgarian and the English texts, the Bulgarian version shall prevail.

§4. The Interest Rates Bulletin and the Fees and Commissions Tariff of the Bank are an integral part of these General Terms and Conditions and are available to the depositors at the Bank's offices and on the Bank's website ([www.bacb.bg](http://www.bacb.bg)). The Bank may amend and supplement these General Terms and Conditions at any time and the amendments shall enter into force on the date specified in the decision of the competent body of the Bank. The Bank shall notify Depositors of changes in the General Terms and Conditions by announcing them at a prominent place at the customer service offices and on the Bank's website ([www.bacb.bg](http://www.bacb.bg)).

These General Terms and Conditions are adopted by decision of the Management Board of 21.10.2016, amended by decision of the MB of 25.05.2017 and are in force from 30.08.2017, amended by decision of the MB of 17.05.2018, in force from 25.05.2018, amended by decision of the MB of 28.06.2018, in force from 06.09.2018, amended by decision of the MB of 23.08.2018, in force from 06.09.2018, amended by decision of the MB of 22.11.2018, in force from 17.12.2018, amended by decision of the MB of 22.07.2021, in force from 01.09.2021.