

## General Terms and Conditions for Using Google Pay Service

### I. Scope and General Provisions. Information about the Bank. Definitions

1. These General Terms and Conditions for Using Google Pay Service ("the General Terms and Conditions"/GTC) govern the relations between Bulgarian-American Credit Bank AD ("the Bank"/BACB), with seat and registered office at 2 Slavyanska Str., 1000 Sofia, and the User (individual or legal entity) regarding the payment services provided through the mobile application, i.e. Google Mobile Wallet ("the Wallet") and its "Google pay" function.

These General Terms and Conditions shall constitute an integral part of the General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Individuals, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Legal Entities / Sole Proprietors, respectively, which the User has accepted and has undertaken to comply with, and which shall also constitute an integral part of the respective debit and/or credit card agreement concluded by and between the User and the Bank.

2. BULGARIAN AMERICAN CREDIT BANK AD is registered with the Commercial Register kept at the Registry Agency under UIC 121246419, with seat and registered office at: 2, Slavyanska Str., Sredets District, Sofia Municipality, 1000 Sofia. Contact e-mail: [bacb@bacb.bg](mailto:bacb@bacb.bg). Website: [www.bacb.bg](http://www.bacb.bg). Competent supervisory authority: Bulgarian National Bank with registered address at 1 Knyaz Aleksandar I Sq., 1000 Sofia.

### 3. Definitions:

**Google, hereinafter referred to as "Google"** - the company providing the use of Wallet mobile application and the Google Pay service.

**"Mobile Wallet" ("Wallet" or "Google Pay" GPay or "Application")** - mobile application for mobile devices with Android operating system, allowing for registering bank cards issued by BACB AD through the Google Pay service. The cards registered in the application may be used for making contactless payments and withdrawals (via the NFC function of the mobile device) with Android mobile devices. The Bank allows the use of the mobile application after the user accepts these General Terms and Conditions and completes the required registration.

**"Google Pay"** - the Mobile Wallet service that allows for the registration of bank debit/credit cards and using them for making payments at POS terminals and withdrawing cash from ATMs via mobile device.

**"Token"** - card number (other than the original card number) accessible through the Mobile Wallet.

**"Registered Card" ("Digitalized Card")** – debit or credit card issued by BACB AD, bearing the logo of a card organization which is registered for use in the application and serves for making contactless payments / internet payments / withdrawals using a mobile

device, as well as for other operations that are accessible through the Mobile Wallet. The registered card provides access to the Customer's funds.

**"Mobile Device"** - "Mobile Telephone" / "Smart Device" - (smartphone, smartwatch, etc.) running Android operating system.

**"User" or "Customer"** - an individual or legal entity holding a debit or credit card /Cardholder/ issued by BACB AD, who has installed the Mobile Wallet on a mobile device, has accepted these Terms and Conditions and has completed the registration of their first card.

**"Single-use SMS Code"** - a single-use code sent by the Bank to the User to verify the card which is to be registered in the Mobile Wallet. The code is sent to the mobile telephone number provided by the Customer to the Bank (the telephone number for "Secure Internet Payments"). The Customer confirms the registration of the card by entering the single-use SMS code in the application. To change the mobile number to which the single-use SMS code is sent, the Customer is required to visit the Bank's office.

**"Mobile Device Password"** - identification data specified by the Application provider: digital code (Passcode), fingerprint (Fingerprint) or face recognition (Face recognition) which serves to unlock the mobile device, identify the User and is required to initiate payment through the Application.

**"NFC Technology" - "Near Field Communication"** is a technology that allows the transfer of data between two devices at very close distances. NFC Technology is used to make contactless payments with cards and mobile devices.

**"Identification Telephone Number"** – mobile telephone number specified by the Customer in the bank card application, which card is to be registered in the application. The identification telephone number is used to identify the Customer as a User of the respective Mobile Wallet. The identification number shall be provided by the Customer whenever the latter needs assistance for the Mobile Wallet to be identified. The telephone number for identification can also be used if it is necessary to contact the Customer.

**"General Terms and Conditions"** – this term includes these General Terms and Conditions for Using Google Pay Service, the General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Individuals, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Legal Entities / Sole Proprietors.

**"Card Organization"** – Mastercard International ("Mastercard"), VISA Inc. (VISA) or any other association or organization supporting a card payment system applicable under these General Terms and Conditions.

**PSPSA** - Payment Services and Payment Systems Act.

## **II. Use of the Google Pay Service**

The User confirms and agrees that in order to use the Google Pay Service, the following conditions should be met:

1. To open the Google Pay Application from the menu of the respective mobile device.
2. To complete the registration for the Google Pay Service by accepting these General Terms and Conditions for Using Google Pay Service and to comply with them, as well as to comply with all other clauses in accordance with other General Terms and Conditions and the debit/credit card issuance agreement, respectively, concluded by and between the User and BACB AD, and to confirm the identification mobile telephone.
3. The Bank shall not be held responsible if while registering in the application, the Customer has indicated a wrong telephone number. The telephone number must match the identification telephone number specified by the User when completing the bank card issuance application.
4. The User agrees/accepts these General Terms and Conditions by marking the check box and/or pressing the appropriate soft button. The Bank and the User agree that, in their relations, the electronic means of signature described above shall constitute an electronic signature within the meaning of Regulation (EU) 910/2014 with legal effect equivalent to a handwritten signature within the meaning of the Electronic Document and Electronic Certification Services Act.
  - 4.1 The User may use the Google Pay service on more than one mobile device.
5. To perform transactions via the mobile device, it is necessary to bring the screen of the phone/watch, etc. closer to the POS/ATM device.
6. The limits for contactless payments/withdrawals with the mobile application shall be the operational limits for the relevant Bank's card used by the User.
7. The fees under the Tariff for Fees and Commissions of BACB AD Applicable to Customers - Individuals and Legal Entities shall also apply for transactions executed through the Mobile Wallet.
8. The following requirements must be met in order to use the Google Pay Service for payments and withdrawals:
  - 8.1 The mobile telephone on which the service is used must have installed Android version 8.0 or later;
  - 8.2 The mobile device on which the service is used must have installed Android version 8.0 or later;
  - 8.3 An internet connection is required to register a new card in the application;

## **III. Use of Mobile Wallet Services**

1. Through Mobile Wallet Google Pay, the User can perform the following operations:

- Contactless payments on POS terminals at merchants (provided that the POS terminal is contactless);

- Contactless cash withdrawals on ATMs (provided that the ATM has the necessary functionality)

- Payment at internet merchants

2. Other Mobile Wallet functionalities:

- Registration of cards issued by BACB AD;

- Information on transactions initiated through the application;

- Receipt of notifications for transactions initiated through the application.

3. For contactless payments made through the application, the User is required to identify himself/herself by using the selected by him/her mobile device screen unblocking method: fingerprint (Fingerprint), secret code (Passcode) or face identification (Face recognition), and the Bank shall not have access to, store or process at any time the above biometric data. For the avoidance of doubt, the Bank shall consider the payment order received in this way as sent by the User and as consent given by the User to perform the transaction.

4. The User shall receive information about payments/withdrawals initiated via the Mobile Wallet only, through a notification in the application itself - Transactions tab. The information shall include the date, time and amount of the transactions executed.

5. The User shall not be allowed to withdraw his/her consent for a specific transaction after the consent has already been obtained by the Bank according to the procedure referred to in para. 3 of this section.

6. The amount of the payment transaction initiated by Google Pay will be withheld by reducing the balance of the payment account to which the debit card was issued/the available portion of the credit limit on the credit card registered in the application, respectively, as in any other transaction initiated with a bank card.

7. The Bank shall not be held responsible in case of a problem with the data transfer or the communication with the application, including, but not limited to lack or inaccessibility of mobile network, delay in data transfer, and interruption of mobile service or Internet connection.

8. In the event of replacement of the mobile telephone (smart device) on which the Mobile Wallet is installed, the User should go through the registration procedure of the new telephone.

9. In case of card re-issuance or renewal, the cardholder does not need to re-register the card in the Mobile Wallet.

#### **IV. Other Rules for the Use of Mobile Wallet**

1. Through GPay Application, the User shall receive information about the transactions initiated through the application (including NFC payments/withdrawals with a mobile

telephone), the cards registered in the application, any notifications and other important information related to the Application.

2. The Mobile Wallet is only available for certain mobile devices. The Bank shall not be held responsible if the mobile application does not start, temporarily blocks and hinders the access to the service, nor shall it be held responsible for any inability to use the services in the mobile application, or if the application is delayed, or all or part of the Google Pay Service is unavailable due to technical reasons, lack of internet connection or lack of any other mobile service (e.g. SMS or other), as well as due to hardware features or other issues of a similar nature.

3. The Bank shall not be held responsible for any refused payment transactions or service unavailability due to insufficient balance, for the use of a Card that belongs to another person, or in case the merchant does not accept payments with such Cards (of the respective brand or there is no NFC reader), or due to lack of Internet connection, or due to issues related to the mobile telephone software or hardware, or due to exceeding the established operating limits, or due to any other reason beyond the Bank's control.

4. The User shall be bound to use the Mobile Wallet only in good faith, in accordance with the service functionalities and in the manner specified in the mobile application, consistent with the requirements of the Card Organizations regarding the Card and in compliance with these General Terms and Conditions. The User shall be bound to use the services only to the extent permitted by:

A. These General Terms and Conditions;

B. The Agreement and the General Terms and Conditions for bank card issuance concluded between the User and the Bank in connection with the registered card;

C. Google Pay features, settings, and limits, including the ability to set various options when the mobile wallet allows, which are periodically updated by Google;

D. The applicable laws, regulations or common practices, guidelines and instructions in the relevant jurisdictions applicable to the relations related to Google Pay.

5. It is strictly forbidden to use the mobile application in a way that violates these General Terms and Conditions or for any illegal purposes.

6. Notifications.

The Bank shall notify the User of the transactions made through the Mobile Wallet in information contained in the application. Any other information shall be provided by the Bank in the ways specified in the respective debit/credit card issuance agreement (depending on the card(s) registered in the application) and the General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments and/or the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards.

## **V. Protective tools and security measures**

1. The User shall use personalized security tools for Google Pay, including, but not limited to the mobile telephone screen locking method, the transaction confirmation method or mobile app features selected by that User.

2. The User undertakes to protect the mobile device on which the Mobile Wallet application with Google Pay Service is installed by providing a screen lock. The Mobile Wallet can only be used on mobile devices with enabled screen lock feature.

3. The User undertakes to use the Mobile Wallet in compliance with these General Terms and Conditions and the applicable law. The Bank shall not be held liable for any damages incurred in the event that the mobile device unlocking information has become available to third parties. The occurrence of this circumstance is a violation of the obligations to protect the personalized security tools of payment instruments and the User shall be fully responsible for the resulting damage as a consequence of his/her failure to comply with the above obligations, regardless of whether intentionally or due to gross negligence.

4. In case of suspicion that the Mobile Wallet or any other payment instrument related to its use has been used illegally, or in case of unauthorized transactions, the User shall immediately notify the Bank on the contact telephone numbers specified in the mobile application or on the telephones listed on the back of the bank card registered in the application in accordance with the procedure and within the time-limits specified in the General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments and, respectively, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards.

5. The Customer undertakes to keep secret the mobile device unlocking method chosen by him/her, as well as to take all preventive security measures described below. The User undertakes to store the mobile device on which the Google Pay Service is used, protecting with due care the security features of both the mobile device and the Mobile Wallet as provided in Art. 36 Section III.4 of of the The General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments, and respectively, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards, as well as the provisions of these General Terms and Conditions

6. The Bank may block the use and access to the Google Pay Service partially or completely, including blocking the Mobile Wallet and/or the registered cards, in accordance with the terms and conditions of Art. 39 Section III.4 of the General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments, and respectively, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards.

7. The user undertakes to store the mobile device on which he uses the "Google Pay" service, preserving with the care of a good steward the security features of both the mobile device and the mobile wallet. Custodial storage means that the User must take all reasonable measures to protect the mobile device on which the mobile application is

installed, the codes/passwords for the mobile device, incl. the screen lock method, app password (PIN), and any other custom security features.

8. The user undertakes to protect the mobile device on which he uses the Google Pay service and not to give third parties access to the device and/or any of the security features mentioned above. This also includes not giving access to the mobile device/application to family members, as well as taking all other actions to protect the payment instrument, which are described in the General Terms and Conditions.

9. The User shall be bound, without delay, to notify the Bank according to the procedure and under the terms and conditions of the General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments of any loss, theft or misuse of any registered card and/or the mobile device on which the Google Pay Service is used, as well as in case of compromised device unlocking password/method and/or the application password. The notification shall be made on the Bank's contact telephone number indicated in the application or on the telephone numbers indicated on the back of the registered card. The protection of the User's personal data is of utmost importance for the Bank pursuant to Art. 13 and Art. 14 of Regulation 2016/679 (General Data Protection Regulation).

10. In case of received information leading to doubt about the security of the mobile device, the bank has the right to refuse digitization of a bank card in the mobile wallet of this mobile device.

## **VI. Responsibility of the User**

1. When not acting as a User, the Customer is responsible for all losses incurred in connection with unauthorized transactions as a result of the use of a stolen or lost payment instrument.

2. The user bears the responsibility for all damages related to unauthorized transactions, if he caused them by fraud or by failing to fulfill one or more of his obligations under Article 75 of the PSPSA intentionally or due to gross negligence.

3. The parties agree that in all cases gross negligence is present as follows:

3.1 The user has disclosed the app PIN or mobile device unlock method to third parties, including a family member or relative.

3.2 The user has allowed the use of the mobile device by third parties.

4. In case of disputed transactions carried out through the mobile wallet, in addition to these General Terms and Conditions, the clauses and rules for disputing / complaining of transactions, according to the contract for issuing a debit / credit card and "General Terms and Conditions of BACB AD for providing payment services and related payment instruments" and/or "General terms and conditions of BACB AD for issuing and using revolving international credit cards". When the User does not act as a "User" within the meaning of the General Terms and Conditions, the Bank and the User agree that the

requirements of Chapter Four, as well as the provisions of Art. 68, paragraph 1, art. 70, para. 4 and 5, Art. 78, 80, Art. 82, para. 3, Art. 91, 92 and Art. 93, para. 1 of the Law on Payment Services and Payment Systems.

## **VII. Termination of the effect of these General Terms and Conditions and the use of the Mobile Wallet.**

1. The use of the Mobile Wallet shall be indefinite in time.
2. The User may at any time unilaterally terminate the use of the Google Pay Service by deleting the registered bank cards from the mobile application (GPay) free of charge.
3. The Bank may at any time terminate the use of the Google Pay Service with a two-month notice for the Users within the meaning of the PSPSA and with a one-week notice for the other Users. The notice should be sent online by message in the User's Mobile Wallet, by e-mail, in writing with a notice, in hard copy or other durable media, including through notice on the official website of the Bank [www.bacb.bg](http://www.bacb.bg).
4. The Bank shall ex officio terminate the use of the card registered in the Mobile Wallet without notice in case of termination of the relevant debit/credit card issuance agreement registered in the application or in case of violation of these General Terms and Conditions by the User. The Bank reserves the right to change, restrict the access, or suspend the use of the Google Pay Service at any time without notice, in the event of circumstances that threaten the security of the application.
5. The Bank shall not be held responsible for (i) the smooth use of the application, (ii) that the application will run without interruption and without errors, or that (iii) any potential deficiencies/errors will be eliminated immediately.
6. The Bank shall not be held liable in the event that the Mobile Wallet cannot be used due to force majeure or events beyond the Bank's control (wars, riots, terrorist attacks, decisions of state institutions or institutions authorized to make decisions, etc.), as well as in case of interference in the telecommunication connections.

## **VIII. Dispute resolution and other provisions**

1. Any complaints arising out of or in connection with the use of the Google Pay Service should be directed to the Bank at the following contacts: contact telephone +359 2 9702600; +359 2 8705149, e-mail: [cards@bacb.bg](mailto:cards@bacb.bg); Website: [www.bacb.bg](http://www.bacb.bg), or in any of the Bank's offices.
2. The User shall notify the Bank of any unauthorized and incorrectly executed operations in accordance with the terms and conditions of Art. 43 Section III.5 of of the General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments, and respectively, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards.
3. In case of refusal by the Bank or disapproval of its decision, the User may claim a reversal of any unauthorized or incorrectly performed operations in accordance with the terms and



conditions of Section VII of the General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments, and respectively, the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards.

4. The consideration of received objections is carried out according to the rules of Visa/Mastercard and the provisions of the current Bulgarian legislation.

5. When considering the objections received by the User, the Bank has the right to request and should receive within 5 working days additional documents and information necessary to certify the objection to the opposite bank. After the expiration of this period, the Bank may terminate consideration of the objection. The bank renders a written decision on the received objection within the time limit set by the PSPSA.

6. Upon receipt of evidence certifying the unfoundedness of the objection, the Bank will ex officio debit the User's account with the amount reimbursed by it in connection with the objection. By agreeing to these General Terms and Conditions, the User gives his unconditional consent to debiting the account in these cases.

7. At the request of the User, the Bank initiates an arbitration procedure before Visa/Mastercard to resolve a disputed payment, and all fees and commissions are for the account of the User. The Bank shall notify the User of all actions taken that would result in the User being required to pay additional fees and commissions. When the decision does not satisfy the User, the dispute can be referred for consideration by the Conciliation Commission for Payment Disputes, according to the provisions of the PSPSA and the Rules of Procedure of the Conciliation Commission for Payment Disputes.

8. The conciliation commission examines objections that have not been referred for resolution before a court, arbitration court or other conciliation institution, as well as if no agreement has been concluded with the other party. The records of all operations carried out with a payment card are accounting documents within the meaning of the Accounting Act and are considered correct until proven otherwise.

## **IX. Supplementary provisions**

1. The Bank may change these General Terms and Conditions. In case of changes, the Bank shall notify the Users within the meaning of the PSPSA with a two-month notice, and the other Users - with a one-week notice. In case the User does not agree with the changes, he/she shall be entitled to terminate the use of the Mobile Wallet. In the event that by the date of entry into force of the changes in the General Terms and Conditions the User fails to notify the Bank of his/her disapproval of the changes, he/she shall be considered to have agreed with them.

2. In case of conflict between the clauses of these General Terms and Conditions and the clauses in the General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments and/or the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Individuals and/or the General Terms and Conditions of BACB AD for the Issuance and Use of

Revolving International Credit Cards of Legal Entities / Sole Proprietors, the General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments and/or the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Individuals and/or the General Terms and Conditions of BACB AD for the Issuance and Use of Revolving International Credit Cards of Legal Entities / Sole Proprietors shall prevail.

3. The competent authority responsible for the supervision of the Bank, as a provider of payment services, is the Bulgarian National Bank

**These General Terms and Conditions were adopted by a decision of the Management Board of BACB dated 05. 2022, in force as of 06. 2022, amended and supplemented on 24.11.2022, in force as of 15.12.2022, amended and supplemented on 09.02.2023, in force as of 15.02.2023**