

SECTION I. SCOPE

1. These General Terms and Conditions for Remote Banking (referred to hereunder as "the **General Terms and Conditions**") shall regulate the terms and conditions and the procedure under which Bulgarian - American Credit Bank AD (referred to hereunder as "the **Bank**") shall render banking and payment services, as well as the related payment instruments under the meaning of the Law on Payment Services and Payment Systems (LPSPS) via the Remote Banking Channels, as well as the relations between the **Bank** and the users of banking and payment services (referred to hereunder as "**the Client**" / "**the Clients**"). These **General Terms and Conditions** shall also regulate the relations between the **Bank** and the persons duly authorised by the **Client** to represent him / her before the **Bank** in relation to the use of the remote banking channels and respectively the use of the banking and payment services rendered via such channels (referred to hereunder as „**User**“ / „**Users**“).

1.1. These **General Terms and Conditions** have been developed in accordance with the applicable legislation, including in accordance with the provisions of the LPSPS, Ordinance No. 3 dated 16 July 2009 of the BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments (Ordinance No. 3 dated 16 July 2009), the Law on Electronic Documents and Electronic Signatures (LEDES) and the Law on the Rendering of Remote Financial Services (LRRFS).

1.2. Prior to the acceptance of these **General Terms and Conditions** by the **Client** and respectively the provision of access to him / her to the Remote Banking Channels in accordance with the procedure set out below, the **Client** shall read them, shall read the General Terms and Conditions for the Rendering of Payment Services, the General Terms of Business, the General Terms of Deposits, the General Terms and Conditions for Issuing International Debit Cards, the Fees and Commissions Tariff and the Interest Rate Bulletin of the **Bank**, as well as the Safety Recommendations and provisions of the Framework Agreement for the Opening and Servicing of a Bank Account and Rendering of Payment Services and the Framework Agreement for Remote Banking, the User Manual, Manual on the operations of the transaction portal of the Virtual bank and the Instructions on the Operations of the Internet Banking, published on the **Bank's** website (www.bacb.bg) or on the "BACB Plus" bank portal, where the latter are accessible. **The General Terms and Conditions**, as well as the other documents listed above, shall be accessible on permanent carrier under the meaning of art. 42 (1) and § 1, item 4 of the LPSPS on the **Bank's** website (www.bacb.bg) and the „BACB Plus“ portal in a way allowing their saving and the unchanged reproduction of the information saved.

1.3. **The Bank and the Client** shall sign Framework Agreement for Remote Banking ("**the Framework Agreement**") for the rendering of payment and other services via the Remote Banking Channels, whereas the documents listed in the preceding article shall form an integral part thereto.

1.4. **The Bank** shall keep its right to amend and supplement these **General Terms and Conditions**, whereas the amendments shall be made and shall become effective with respect to the **Client** in accordance with the provisions of Section IX below.

1.5. The parties – **the Bank, the Client/User** agree and consent to acknowledge in their relations, that the Server Certificate, used to sign electronic statements/documents by the **Bank**, "**Transaction Authorization Number**" (**TAN**) or "**Electronic Transaction Authorization Number (E-TAN) or Qualified Electronic Signature**" (**QES**), **PIN for banking through mobile devices**, used to sign electronic statements /documents by the **Client/User** shall be equivalent to a personally affixed signature and that electronic statements/documents signed by the **Bank, Client, User** by any of the aforesaid means, shall be considered to be duly completed, valid and signed original documents, binding the **Parties**.

SECTION II. DATA ABOUT THE BANK. DEFINITIONS.

2. **BULGARIAN AMERICAN CREDIT BANK AD**, entered in the Commercial Register at the Registry Agency under UIC 121246419, having its registered address and address of management in Sofia 1000, Sofia Municipality, Sredetz Region, 2, Slavyanska Street; e-mail address: bacb@bacb.bg; website: www.bacb.bg; competent supervisory authority: Bulgarian National Bank, having its address in Sofia 1000, 1, Knyaz Alexander I square.

2.1. For the purpose of these **General Terms and Conditions** the terms listed below shall have the following meanings:

"**Virtual Bank „BACB Plus**" – a digital banking platform, enabling the requesting and management of products and services, sending of documents and orders through the remote banking channels offered by the **Bank**.

"**Remote Banking Channels**" („**Remote Channel**") – means of communication between the **Bank** and the **Client** from a distance, and in the cases and within the scope provided for in these **General Terms and Conditions** also for communication from a distance between the **Bank** and the **User**, for the rendering / use of banking services from a distance, without simultaneous physical presence of the **Bank** (through its authorised officer) and of the **Client, the User** respectively. The remote banking channels shall include: a) banking via the „BACB Plus" bank portal; b) banking via the Internet banking system; c) banking via mobile devices and d) banking via remote customer service centre.

"**BACB Plus**" **Bank Portal** („BACB Plus" portal/„BACB Plus") – information system of the **Bank**, accessible on the Internet at <https://transact.bacbplus.bg> and www.bacbplus.bg, myregbacb.bg, by means of which the **Bank** shall render payment and other remote services to the **Client** in accordance with these **General Terms and Conditions**.

“Internet Banking System” – information system of the **Bank**, accessible on the Internet at <https://ib.bacb.bg> and www.bacb.bg, by means of which the **Bank** shall render payment and other remote services to the **Client** in accordance with these **General Terms and Conditions**

“Banking via Mobile Devices” – a set of services (banking and other) provided remotely by the **Bank**, where the communication between the **Bank** and the **Client** shall be realised via the information system of the **Bank** and the respective specialised software application (BACB Plus mobile application), installed on an end electronic communication device of the **Client** (a smart phone, tablet, etc.) or via „BACB Plus“ Bank Portal optimised for use by mobile devices.

“Banking through the Remote Customer Service Banking Centre” - remote banking channel through which the communication between the **Client** and the **Bank** shall be voice communication and shall be realised via the use of a voice telephone service (i.e. over the telephone).

“Client”/“Holder”- user of banking and payment services, provided by the **Bank**.

“User”- a person, duly authorized by the **Client** to represent the **Client** before the **Bank** when using banking and payment services through remote banking channels.

“Users within the meaning of the Law on the Payment Services and Payment Systems”- individuals, carrying out payment operations for personal purposes or individuals, using payment services and parties to agreements for the provision of payment services, carrying out activities, different from their business or professional operations.

“End Electronic Communication Devices” („End Devices”) – products or parts thereof, intended for connection to the interfaces of the public electronic communication networks. The end devices by means of which banking via mobile devices may be used include smart mobile phones or other mobile end devices as indicated on the **Bank's** website.

“Software Token” – unique, personalised algorithm serving for encryption and signing of the payment orders (statements) of the **Client** when using banking via mobile devices. The software token shall serve only for the signing of orders (statements) to the **Bank** and may not be transferred from one End Device to another or to be used for other purposes. The latter shall be activated only upon the entry of a valid PIN for access to the respective specialised banking software application via mobile devices.

“Transaction Authorisation Number” (TAN) – a unique 6-symbol identification digital code for single use, which shall be used in Internet banking provided by the **Bank** to the **Client** or the **User** to sign and send electronic payment statements to the **Bank**. In their relations the **Bank** and the **Client** or the **Bank** and the **User** shall agree that the **“Transaction Authorisation Number”/„TAN” shall represent an enhanced electronic signature and as such they shall agree that they shall recognise the Transaction Authorisation Number”/„TAN” as a personal signature in any relations between them.**

“Electronic Transaction Authorization Number (E-TAN) – a unique 8-symbol identification digital code for single use, which shall be used in the transaction portal of the “BACB Plus” Virtual Bank of the **Bank** by the **Client** or **User** for signing and sending electronic payment orders, instructions and other documents to the **Bank**. In case the **Client** or **User** has specified E-TAN as an authentication method (E-TAN verification and verification of the identity of the **Client/User**), when signing a payment operation or another instruction, the **Bank** shall send E-TAN as an SMS to the mobile telephone number, registered for the respective **Client/User**. Each and every **User** with active access to the “BACB Plus” Bank Portal is subscribed for “E-TAN”, but in order to use it, he/she has to specify it as an authentication method. In their relations the **Bank** and the **Client** or the **Bank** and the **User** shall agree that the **“E-TAN” shall represent an enhanced electronic signature and as such they shall agree that they shall recognise the “E-TAN” as a personal signature in any relations between them.**

“PIN for banking via mobile devices” – a code registered by the **User** for confirmation of transactions via the **Banking via mobile devices**, serves as **Client** identification by means of personal identification number upon tone dial in case of banking through Remote Client Service Centre.

“Authentication method”- Method for electronic identification of the **Client/User** and for verification of the authenticity and validity of the methods, used by the **Client/User** to sign electronic documents: password, user name, QES, TAN, E-TAN, PIN for banking via mobile devices etc.

“Electronic statement” – a verbal statement, presented in digital form through a generally accepted standard for transformation, reading and visual presentation of information. The electronic statement may also contain non-verbal information.

“Electronic document” - an electronic statement recorded on magnet, optic or another carrier which allows reproduction. Written form shall be deemed complied with if electronic document has been drawn up.

“Author of an electronic statement” („Author”) - an individual which shall be identified as the person making the statement.

“Holder of an electronic statement” („Holder”) – the person on behalf of whom the electronic statement has been made.

“Addressee of an electronic statement” („Addressee”) - a person who by law shall be obliged to receive electronic statements or who based on unequivocal circumstances may be deemed to have agreed to receive the statement in electronic form.

“Electronic signature” – any information in electronic form, added or logically connected with the electronic statement to establish its author.

“Enhanced electronic signature” shall be an electronic signature which: (1) shall allow identification of the author; (2) shall be linked in a unique way with the author; (3) shall be created by means which are under the sole control of the author, and (4) shall be linked to the electronic statement in a manner that ensures the identification of any subsequent changes.

“Qualifying electronic signature” (QES) – an enhanced electronic signature which shall meet the requirements of art. 16 of the LEDES. QES shall have the strength of a personal signature.

“Server certificate”- an enhanced electronic signature within the meaning of Law on the Electronic Document and Electronic Signature, issued to the **Bank** through the applicable procedures, by company, providing verification services, used by the **Bank** to sign electronic statements and documents.

“Payment instrument” – personalised device/devices and/or set of procedures agreed to between the user of the payment services

and the **Bank** and used by the payment service user for the purpose of filing a payment order. The remote banking channels shall be deemed payment instruments to the extent that they allow the filing of payment orders by the **Client** in accordance with these **General Terms and Conditions**.

“Agent of the Bank” (Agent) – a person authorised by the **Bank** to carry out activity exclusively and only within the scope of his/her authorisation on behalf of, at the expense of and in accordance with the instructions of the **Bank**, outside of its offices/branches. **The Agent** shall not be allowed to carry out activities and actions related to raising deposits (depositing of cash) as well as other activities requiring a license issued by the Bulgarian National Bank or the Financial Supervision Commission. The addresses where the **Agent** shall carry out his / her activity within the authorisation by the **Bank** shall be listed on the **Bank's** website.

“Limits” – In order to enhance the security of provision of the banking and payment services through the remote banking channels and limit the risk of unauthorized transactions, **the Bank** sets limits within a calendar day, for operations, ordered from **Client's** accounts through the “BACB Plus” Bank Portal and through **End Devices** – the specific amount of the limits is specified in the **Bank's** Tariff.

Remote Banking Instructions – documents, related to process descriptions, descriptions of the performance of certain steps and actions by the **Client/Holder/User**, as well as security recommendations, which the **Client/Holder/User** should observe when using remote banking channels: Security Recommendations, Instructions on the operations of the BACB Plus bank portal, and Instructions for Internet Banking.

2.2. The terms used in these **General Terms and Conditions** which have not been explicitly defined shall have the meaning assigned to them in the respective definitions in the General Terms and Conditions on the Rendering of Payment Services.

SECTION III. SERVICES RENDERED

3. **The Bank** shall provide the **Client** with access to his/her funds in his/her bank accounts with the **Bank** via the “BACB Plus” portal to use the payment and other services set out in the “BACB Plus” portal, including the rendering and execution of the following services and transactions: opening of accounts (current, deposit, savings, etc.), payments in BGN and foreign currency in the country and abroad, purchase – sale of foreign currency, direct debit (immediate cash collection), transactions with deposits and other accounts, payment of utility and housing services, regular payment orders and payment orders with a future value date, filing of loan applications, filing of applications for issuance of payment cards, payments via payment cards and other payment instruments, management of the funds held in the **Client's** accounts with the **Bank** through the creation of payment templates, sending of instructions to the **Bank** in narrative format, etc. Via the “BACB Plus” portal the **Bank** shall also provide to the **Client** the opportunity to receive reference information regarding: the position and movements on his/her bank accounts, his/her liabilities to the **Bank**, the foreign exchange rates applied, the interest rates, etc., creation of personal upcoming payments calendar, filing of signals as to issues during the use of Remote Banking Channels and complaints related to the servicing provided by the **Bank's** officers, tracking of the current status of orders submitted to the **Bank**, requests, appeals, etc., saving of and access to the documents signed by the **Client** electronically upon the use of services via the “BACB Plus” portal, as well as possibility to track their current status.

4. Via the Internet banking system the **Bank** shall provide the **Client** with access to his/her funds held in his/her bank accounts with the **Bank** to use the following payment and other services and more specifically for the execution of the following transactions: payments in BGN and foreign currency in the country and abroad, payment of utility and housing services, purchase – sale of foreign currency, direct debit (immediate cash collection), deposit transactions (opening of a deposit, increase/decrease of a deposit, closing of a deposit). Via the Internet banking system the **Bank** shall provide the **Client** with a possibility to access information about the position and movement on his/her bank accounts, information about his/her liabilities to the **Bank**, information about exchange rates, interest rates, etc., as well as communication possibilities between the **Client and the Bank**, including the sending of instructions in narrative format to the **Bank**.

5. Through the Remote banking channel via mobile devices **the Bank** shall provide the **Client** with access to information about the position and movements on his/her bank accounts held with the **Bank**, information about his/her liabilities to the **Bank**, information about the exchange rates, interest rates and other reference information. Through this Remote channel, the **Client** is provided also with an opportunity to make electronic statements to request the execution of payment operations, to make other operations, as well as opportunity for communication with the **Bank**.

6. Through the Remote channel: Banking through the Remote Customer Service Banking Centre **the Bank** shall provide the **Client** with access to information about the position and movements on his/her bank accounts held with the **Bank**, information about his/her liabilities to the **Bank**, information about the exchange rates, interest rates and other reference information. Through this Remote channel, the **Client** is provided also with an opportunity to request from the **Bank** information statements of general nature, regarding the Bank, reports on the status of **Client's** requests, applications, complaints etc., as well as any amounts, payable by the **Client**.

7. **The Bank** shall have the right to change at any time: a) the authentication methods, used to verify the identity of the **Client/User/Bank** and used by the **Client/User** and **the Bank** to sign electronic documents with binding effect on the Parties (Server certificate, TAN, E-TAN, QES, PIN for banking via mobile devices etc.) and b) the scope of the services offered via the Remote banking channels at any time, and also to exclude the possibility for their use with respect to individual accounts of the **Client** in the cases of newly introduced features of the services, changes in the regulations, or for security or other reasons. **The Bank** shall notify the **Client** in due time in writing or electronically as to any such changes.

8. All payment and other transactions carried out by the **Client** via the Remote banking channels of the **Bank** shall comply with these General Terms and Conditions, the General Terms and Conditions for the Rendering of Payment Services, the General Terms of Business, the General Terms of Deposits, the Framework Agreement for the Opening and Servicing of a Bank Account and the Rendering of

Payment Services, and the Framework Agreement for Remote Banking, the Fees and Commissions Tariff, and the **Bank's** Interest Rate Bulletin, as well as the respective Remote banking instructions.

SECTION IV. ACTIVATION AND USE OF THE REMOTE BANKING CHANNELS. ELECTRONIC OPENING OF A PAYMENT ACCOUNT. LIMITS. OBLIGATIONS OF THE CLIENT.

9. Access to the Remote banking channels shall be given following explicit written request by the **Client (Request)** addressed to the **Bank**, the signing of Framework Agreement for Remote Banking and in strict compliance with the requirements set out below. **The Client** may file the **Request** with the **Bank** personally, as a hard copy in any of the offices/branches of the **Bank**, through an **Agent** of the **Bank** or electronically by filling-in an electronic form.

10. In the **Request the Client** shall provide the following information: identification data (names or name of legal entity or sole trader, personal identification number/personal number of a foreigner or UIC), personal ID card data (number, date of issue and issuing authority) for individuals, mobile telephone number, permanent address or registered address and address of management (for legal entities), correspondence address (if different than the permanent address/address of management), e-mail address and client number (if the **Client** is already a **Client** of the **Bank**).

11. Upon filling in of the **Request the Client** shall be obliged to state a valid e-mail address to receive electronic statement and documents from the **Bank** and a valid mobile telephone number, respectively. The **Client** shall be obliged upon change of any of the data filled in the **Request** to notify the **Bank**. If the **Client** has changed his/her e-mail address or respectively mobile telephone number without notifying the **Bank** or if he/she has stated untrue or non-existent ones, all notices sent to the e-mail address or respectively mobile telephone number stated by the **Client** shall be deemed received.

12. Upon filing of the **Request**, regardless of the manner of its filing, the **Client** shall declare that he/she is aware of and shall strictly comply with the remote banking instructions and shall give his/her unconditional consent, shall accept and shall be obliged to observe these **General Terms and Conditions**, the General Terms and Conditions for the Rendering of Payment Services, the General Terms of Business, the General Terms of Deposits, the Fees and Commissions Tariff and the Interest Rate Bulletin of the **Bank**.

13. Filing of the Request via the "BACB Plus" portal

13.1. **The Client** may file the **Request** by filling-in the respective electronic form. Upon the initial registration and identification of a **Client**, who shall become a first-time **Client** of the **Bank**, **the Client** may submit to the **Bank**, together with the **Request**, a request for the opening of one or more payment accounts. No **Request** filed via the "BACB Plus" portal through a proxy or a client – legal entity/sole trader shall be processed.

13.2. Upon filling-in the **Request** and attaching all documents required by the **Bank**, by virtue of the electronic signing of the **Request** and all documents attached thereto with a QES and the sending of the **Request** to the **Bank** via the "BACB Plus" portal, **the Client** shall make an electronic statement. The statement shall be recorded on the **Bank's** servers with a possibility for reproduction of this statement, thus giving it the capacity of a signed electronic document in the meaning of the LEDES. Prior to the sending of the statement to the **Bank the Client** may freely and without limitation correct the information entered by him/her in the electronic form of the **Request** and the documents attached thereto.

13.3. By virtue of making the statement under the preceding article **the Client** shall give his/her explicit consent, shall accept and shall be obliged to observe these General Terms and Conditions, the General Terms and Conditions for the Rendering of Payment Services, the General Terms of Business, the General Terms of Deposits, the Fees and Commissions Tariff and the Interest Rate Bulletin of the **Bank**, **the Remote Banking Instructions** by checking the specific box in the electronic form of the **Request**.

13.4. The inclusion of a name, personal ID number/personal number of a foreigner and the other data of the **Client**, as requested by the **Bank** in the **Request** and the submission of the documents required, shall be mandatory condition for the filing of a valid **Request** via the "BACB Plus" portal.

13.5. Upon the sending of the **Request the Client** shall be obliged to observe the requirements related to the form and size of the **Request** and the documents attached thereto, as set out in the remote banking instructions, published on the "BACB Plus" portal and the **Bank's** website.

13.6. The risk of errors upon the filing of the electronic statement by the **Client to the Bank** shall be borne by the **Client**, unless the errors have not occurred as a result of technical defects in the "BACB Plus" Portal.

13.7. Upon the filing of the **Request** via the "BACB Plus" portal **the Client** shall be obliged to accept electronic statements and documents from the **Bank**.

13.8. Upon or prior to the receipt of the **Request** and the documents attached thereto the **Bank** shall carry out the following checks:
1/ whether the **Request** is in a format compliant with the requirements set out in the remote banking instructions and whether the size of the **Request** together with the documents attached thereto does not exceed the maximum allowed size set by the **Bank** for the electronic filing of files;

2/ whether the documents attached in the **Request** are in the formats set out in the remote banking instructions;

3/ whether the **Request** and the documents attached thereto meet all the requirements set out in the remote banking instructions;

4/ whether the **Request** and the documents attached thereto contain the personal ID number and the other data required for the identification of the **Client** and whether the **Request** and the documents attached thereto have the content required by the **Bank** in the respective electronic form;

5/ whether the **Client** has stated an e-mail address to receive electronic statements and documents from the **Bank** as well as any other correspondence.

13.9. When the **Request** or the documents attached thereto shall be in a format other than the one set out in the remote banking instructions or **the Client** may not be identified by the **Bank** and no **Client** identity documents satisfying to the **Bank** have been

provided, **the Bank** shall send to the **Client** a message notifying him/her that the **Request** received is not being processed and the reasons thereto. All **Requests** received and the documents attached thereto, with respect to which such message has been sent, shall be stored in the **Bank's** information system as irregularly received. **The Bank** shall have the right to send a message to the **Client** requesting additional information, documents, clarification or instructions from the **Client**. **The Bank** shall have the right to send a message to the **Client** that the **Bank** shall not process the **Request** received by the **Client** and the documents attached thereto without having to justify its refusal.

13.10 (Amended by Resolution of the BoD of BACB AD as of May 17, 2018 and effective as of May 25, 2018) **The Bank** shall immediately check the identity of the **Client** requesting access to the Remote banking channels by:

1/ comparing the name of the person set out in the **Request** as the person requesting use of the Remote channels and the name of the author and the holder contained in the electronic signature certificate; and
2/ checking at the Civil Registration and Administrative Services Agency or the respective administration responsible for the personal registration of the citizens whether the personal ID number or personal number of a foreigner stated in the **Request** correspond to the name of the person with the name and personal ID number or personal number of a foreigner identified under the preceding article.

13.10. Following receipt of the **Request** and performance of the checks under the preceding articles and provided the conditions for the activation of the **Client's** access to the Remote banking channels have been met, the **Bank** shall send to the e-mail address stated by the **Client** a message containing electronic statement of the **Bank** for the acceptance of the **Request**. The Framework Agreement for Remote Banking signed by the **Bank** with a qualifying electronic signature or server certificate shall be made available to the **Client** and is saved in the „BACB plus“ bank portal.

13.11. If the **Client** has also requested the opening of one or more payment accounts by virtue of the **Request** to the **Bank** and provided that the condition for the opening of the requested payment accounts have been met simultaneously or individually with the confirmation of receipt under the preceding article, **the Bank** shall also send a Framework Agreement for the Opening and Maintenance of Bank Accounts and Rendering of Payment Services signed by the **Bank**, as well as information as to the numbers of the payments accounts opened. The documents signed by the **Bank** shall be sent to the **Client** in a form allowing their saving and reproduction and shall be accessible to the **Client** on the “BACB Plus” portal.

13.12. The date on which the Framework Agreement for Remote Banking and respectively the Framework Agreement for the Opening and Maintenance of a Bank Account and Rendering of Payment Services (to the extent the opening of a payment account shall be requested) signed by the **Bank** with a qualifying electronic signature or server certificate shall be made available to the **Client** /saved/ in the „BACB Plus“ bank portal shall be deemed the date of the conclusion of a valid Framework Agreement for Remote Banking and respectively Framework Agreement for Opening and Maintenance of a Bank Account and Rendering of Payment Services (to the extent the opening of a payment account has been requested).

13.13. **The Bank** shall be obliged to keep the above described electronic documents over the document storage terms set out by regulation.

13.14. Upon the filing of the **Request** via the „BACB Plus“ portal **the Client** – an individual, in his/her capacity as user under the meaning of the Law on the Rendering of Remote Financial Services (LRRFS) and the **Bank** respectively shall have all the rights and obligations arising as a result of this law.

13.15. Upon the filing of the **Request** via the „BACB Plus“ portal **the Client** – an individual, shall agree and shall declare that he/she has been duly informed by the **Bank** in advance as to the following:

- of the prices of the services rendered by the **Bank**, including all commissions, fees and costs related to the services, as well as all taxes paid through the **Bank**, which prices of the services rendered by the **Bank** shall be determined or shall be calculated, respectively, in accordance with the Fees and Commissions Tariff and the Interest Rate Bulletin of the **Bank** and the applicable regulatory requirements in the Republic of Bulgaria, and accordingly the **Client** has the possibility to check these;
- that the services offered by the **Bank** shall not be related to instruments which suggest particular risks resulting from their specifics or from the transactions which are to be carried out or the price of which depends on the fluctuations at the financial markets, which the provider cannot influence, and that the outcomes achieved until now do not allow the making of reliable forecasts;
- that the information provided by virtue of these **General Terms and Conditions** shall be valid until its amendment in accordance with the procedure provided therein
- that the payment for and execution of the services provided by the **Bank** remotely shall be set out in these **General Terms and Conditions** and in the documents set out in art. 1.2 above. **The Client** shall have the right to request the **Bank** to provide him/her at any time with the terms of the agreement, the **General Terms and Conditions** and any of the other documents listed herein, on a hard copy by explicitly requesting so;
- that all additional costs to the **Client** related to the use of the remote communication tools upon the use of the Remote banking channels shall be at his/her expense;
- that his/her right to early terminate the agreement signed with the **Bank** within 14 /fourteen/ days, as of the date this agreement was signed. This right shall only apply when the **Request** for the signing of the agreement shall be filed via the “BACB Plus” portal whereas the **Client** should send notice signed with a QES via the “BACB Plus” portal within 14 /fourteen/ days, as of the date of the conclusion of the agreement in the manner described in the remote banking instructions. The right to renounce an agreement signed with the **Bank** shall not apply to the rendering of a service related to the exchange of foreign currency or another service provided for in the LRRFS. If the **Client** shall not exercise his/her right to renounce the signed agreement within the deadline set out above, and

provided the **Client** has explicitly requested execution of the agreement before his/her right to renouncement from the agreement, the Client shall undertake all rights and obligations arising from the respective agreement;

- that upon exercising his/her right to renouncement from the agreement signed in accordance with the procedure described above and in compliance with the LRRFS the **Client** shall be obliged to pay to the **Bank** within 7 (seven) days, only the actual services rendered under the respective agreement;

- that the term of the agreement, as well as the ways for its early or unilateral termination which shall be settled in the agreement itself. The Framework Agreement for Remote Banking shall be termless;

- that upon the filing of the **Request** via the "BACB Plus" portal, as well as upon the conclusion of an agreement signed by the **Client** with a QES and signed by the **Bank with a QES or server certificate**, the Bulgarian legislation shall apply and that the disputes shall be heard by the competent authorities under the LRRFS or by the competent Bulgarian court, respectively;

- that the pre-contract information contained in the respective General Terms and Conditions and Framework Agreement of the **Bank** shall be provided to the **Client** in Bulgarian language, and upon explicit written request by the **Client** also in English language;

- that he/she shall have the right to file complaints related to the agreement for the rendering of remote financial services under the meaning of the LRRFS to the Commission for Consumer Protection, which he/she may obtain information about by requesting it from the **Bank** or on the website of the Commission for Consumer Protection (www.kzp.bg) or at consumer service telephone 07000 111 22 of the Commission for Consumer Protection.

- that no insurance fund or similar way for compensating the **Client** exist, other than the Bulgarian Deposit Insurance Fund.

14. Filing of the Request at the offices/branches of the Bank

14.1. **The Client** may file the **Request** in the offices/branches of the **Bank** following completion and signing of the respective form.

14.2. Upon filing of the **Request** in the offices/branches of the **Bank** the **Client** may authorise one or more **Users** who shall have the right to operate with his/her account with the **Bank** via the Remote channels on his/her behalf and at his/her expense. In this case their identification data and respectively their rights to represent the **Client** shall be included in the **Request** as well. Users having the right to dispose of the **Client's** accounts may only be explicitly authorised by the **Client** by virtue of notarised power of attorney and the latter shall be submitted at the counters of the **Bank**.

14.3. Following identification of the **Client** and the **Users** authorised by him/her and check of the existence of all prerequisites to grant access to the Remote channels, **the Bank**:

1/ shall sign Framework Agreement for Remote Banking with the **Client**;

2/ shall activate access to the Remote channels within the deadlines set out in art. 13 below;

3/ shall submit personally to the **Client** and the **Users** authorised by him/her the identification tools via the respective Remote banking channels, when applicable (user name, password, TAN codes, etc., if any). With respect to „BACB Plus“ **the Bank** shall send to the e-mail address stated by the **Client** a self-registration form with a possibility for entry by the **Client** of his/her username, password and PIN for banking via mobile devices. The form shall be validated by means of unique code, received in an SMS to the **Client's** mobile telephone number.

14.4. Following conclusion of the Framework Agreement for Remote Banking and to use the Remote banking channels the **Client** and respectively the **Users** authorised by him/her shall register for access to the respective Remote channels in the way indicated by the **Bank**.

15. Filing of the Request through an Agent of the Bank

15.1. **A Client** – individual, shall have the right to file the **Request** through an **Agent** of the **Bank**, by filling in and signing the respective form and the Framework Agreement for Remote Banking (with the exception of a remote internet banking channel). No **Request** filed through an **Agent** by a proxy or file by a **Client** – legal entity or sole trader, shall be accepted and processed. Upon the filing of the **Request** the **Client** may address to the **Bank** a request for the opening of one or more payment accounts by filling in the same form and by signing a Framework Agreement for Opening and Maintenance of a Bank Account and Rendering of Payment Services.

15.2. Upon the filing of the **Request** through a **Bank's Agent** the **Client** shall be deemed informed and shall agree that the **Agent** shall carry out a check of his/her identity on behalf of the **Bank**, including through a check and copying of his/her identification documents, as well as shall process on behalf of the **Bank** the Client's personal data and respectively shall provide them to the **Bank** for the purposes of the processing of the **Request** and the signing of the respective framework agreements.

15.3. All documents filed through a **Bank's Agent** shall be sent by the **Agent to the Bank**. Following inspection of the documents submitted and provided the prerequisites for the granting of access to the Remote banking channels shall exist, the **Bank** shall sign with a QES or server certificate the Framework Agreement for Remote Banking. If in the **Request** the **Client** has also requested the opening of a payment account and the conditions for the opening of such payment account shall exist, the **Bank** shall sign with a QES or server certificate the Framework Agreement for the Opening and Maintenance of a Payment Account and Rendering of Payment Services while registering the **Client** in its accounting system and by opening the accounts requested by the **Client**.

15.4. **The Bank** shall send the framework agreements signed with a QES or server certificate to the **Client** to the e-mail address stated by the **Client** in the **Request**, shall notify the **Client** as to the accounts opened in his/her name, and shall send him/her information as to how to register as user of the respective Remote banking channel.

16. Activation of the Remote banking channels

16.1. **The Bank** shall activate the use of the Remote banking channel within 3 working days after:

16.1.1. Receipt of the **Request** submitted to the **Bank** in one of the ways described above;

16.1.2. Acceptance by the **Client** of these **General Terms and Conditions** and the documents listed in art. 1.2 above, by signing of the Request by the **Client/ Holder** and the **User** ;

16.1.3. Signing by the **Client** of the Framework Agreement for Remote Banking – signed personally by the **Client** and by officers authorised by the **Bank** as a hard copy or in electronic form with QES/server certificate, and in case of opening of a first account with the **Bank** also signing of a Framework Agreement for the Opening and Maintenance of a Bank Account and Rendering of Payment Services as a hard copy or in electronic form with QES/server certificate. The signing of the Framework Agreements electronically by the **Client** shall be possible only via the “BACB Plus“ bank portal and only with a QES. The signing of the Framework Agreements electronically by the **Bank** shall be possible only via the “BACB Plus“ bank portal with a QES or server certificate.

16.2. The **Bank** shall not register access to Internet Banking for new clients.

17. Registration for access to the Remote channels

17.1. Upon submission of the **Request** in the offices/branches or through an **Agent of the Bank** in order to realise his/her access to the Remote channels the **Client** and the respective **Users** shall receive from the **Bank** to the e-mail addresses set out in the **Request** an electronic link to the registration form for access to the Remote channels and an access activation code.

17.2. The **Bank** shall send to the **Client** to the e-mail address stated by the **Client** the self-registration form allowing entry by the **Client** of a username, password and PIN for banking via mobile devices. The form shall be validated by means of a unique code received by electronic message to the mobile telephone number stated by the **Client** in the **Request**.

17.3. Following registration under the preceding article the **Client** shall be granted passive access to the Remote channels and shall be able to use the information and reference services of the **Bank** available through these channels, which shall not require the signing of agreement, the execution of payment transactions and other transactions or the filing of requests and other statements to the **Bank**. In order to be granted full (active) access to all services available via the Remote banking channels the **Client** should register his/her QES certificate or E-TAN in the “BACB Plus“ bank portal.

17.4. In order to be granted access to Banking via mobile device, in addition to the registration under the preceding article by the **Client**, the **Client** should also have an end device having the required technical options and operational system which allow the installation and normal functioning of a specialised software application for banking via mobile devices as indicated on the **Bank's** website, the **Client** should have installed this software application on his/her end device and should have secured connectivity of the end device used by him/her via a mobile network in a manner allowing the use of mobile telephone services and mobile network data transfer services.

18. Upon activation of the access to the Remote banking channels the **Client** shall receive access to all his/her accounts and deposits with the **Bank** through all Remote channels in accordance with the access rights of the **Client**. Each subsequently newly opened account or deposit shall become automatically accessible to the **Client** via all Remote channels in accordance with his/her access rights. The rule under the preceding paragraph shall not apply to the banking via the Internet Banking System, where via this system the **Client** shall only have access to accounts explicitly indicated by the **Client** in the respective **Request**, as well as to deposit accounts opened through the Internet banking.

19. Limits in the “BACB Plus“ bank portal and banking via mobile devices.

19.1. The **Client** and the **Users** that he/she has authorized may order payment operations and sign other instructions through the „BACB Plus“ Bank Portal and via a mobile device to certain limits, set by the Bank with respect to operations from **Client's** accounts within a calendar day.

19.2. The specific amount of the limits for clients – individuals and legal entities for banking through the “BACB Plus“ portal and for banking through mobile devices is set in **Bank's** Tariff. The amount of the limits may be change unilaterally at **Bank's** discretion for security reasons at any time, as such change shall become effective 5 business days after the date of the notice to that effect, send by the **Bank** to the **Client** using a remote banking channel.

19.3. A **Client** or **User** may request a change of the daily limits, set by the **Bank** or a change of the limit, applicable to a certain **User**, by signing and submitting to **Bank's** counters a declaration in the form, specified by the **Bank**.

20. Obligations of the Client

20.1. The **Client** and the **Users** shall be obliged to use the Remote banking channels in strict compliance with the terms and conditions of the Framework Agreements signed, these **General Terms and Conditions** and the documents under art. 1.2 above, as well as in full compliance with the Remote Banking Instructions of the **Bank**.

20.1.1. The Clients and **Users** shall declare before the **Bank** that they have read, accept and shall strictly obey the provisions of the documents set out in art. 1.2 above.

20.1.2. **Clients** and **Users** shall declare that with view of the security during use of the remote banking channel, they agree to always strictly observe the Remote Banking Instructions, including: the Security Recommendations and the User Manual (Instruction for the operation of the Virtual Bank Portal) and the Internet banking instructions, available at <https://transact.bacbplus.bg> and that the failure to fulfil this obligation shall constitute a non-performance of their obligations, pursuant to art. 53 of the LPSPS and a gross negligence within the meaning of art. 58, Para 2 of the LPSPS.

20.1.3. The **Clients** and **Users** shall declare that the following events (the list being non-exhaustive) shall constitute non-performance of their obligations pursuant to art. 53 of the LPSPS and gross negligence:

1/ when, due to **Client's/User's** failure to observe the Remote Banking Instructions, a Third party acquires access to the authentication methods and means of the **Client/User**, used to sign electronic documents and order payment operations,;

2/ if the unauthorized payment operation has been executed from a computer, situated within the home, office or at another end-device, under the control of the **Client/User**; if the unauthorized payment operation has been executed from a computer/end device, “infected” by a virus, spyware;

3/ if the unauthorized payment operation has been signed with a TAN, E-TAN, QES or PIN for banking via mobile devices;

4/ if the **Client/User** has failed to use BACB Plus or Internet Banking on the website addresses, specified in these General Terms and Conditions, and has used a “phishing address” instead

5/ other cases;

20.2. **The Client and the Users shall be obliged to notify the Bank immediately after they become aware of:**

1/ any changes in the legal status, representative powers and authorities and the data of the persons authorised to have access to the Remote banking channels;

2/ loss, theft or deprivation in any other way, appropriation or any other unauthorized use or compromising of the confidentiality of any of the authentication methods and means, used to verify the identity of the of the **Client/User** and for signing of electronic documents by the **Client/User** (Server certificate, TAN, E-TAN, QES, PIN for banking via mobile devices etc.) and the devices where these are stored or from which these are generated, used by the **Client/User** in their relations with the **Bank**;

3/ a transaction via the Remote banking channel which has not been allowed by the **Client** and/or the authorised **Users**, as well as other events related to the normal use of the respective Remote channel;

4/ unauthorized or inaccurately executed payment transaction;

5/ compromising of the secrecy of the data as to the creation of the electronic signature in the cases of use of electronic signature certificates which shall be the grounds to suspend or terminate the electronic signature certificate and/or to stop or terminate the effect of the certificate by the certification services provider.

20.3. **The Client and the User** shall be obliged to use only personally, not to disclose or provide to third parties and to protect the secret of the data of their respective authentication methods and means - and the devices on which these are stored or generated.

20.4. **The Client and the User** shall be obliged to undertake all steps reasonably needed to protect the personalised protection features of the respective payment instrument, including not to write any information about these features on the payment instrument itself and not to store any such information together with the payment instrument.

20.5. **The Client and the User** shall bear full responsibility as to all actions carried out by them or by third parties through the use of any of the devices and/or personalised protection features (username, password, PIN for banking via mobile devices, TAN, E-TAN etc.). In the cases when the **Client** or the **User** has granted access to any of the devices and/or personal protection features listed herein to third parties, in the relations with the **Bank** all actions of such parties through their use of devices shall be deemed as carried out by the **Client or the User** and the latter shall bear full responsibility with all the consequences therefrom.

20.6. A **Client** or a **User** who has received an ex-officio generated password from the **Bank** should change his/her password upon his/her first access to the respective Remote banking channel.

20.7. In case of forgotten password and/or username, and/or loss/theft of the active TAN list or PIN for banking via mobile devices, as well as in case of doubt as to unauthorized access to the password or the TANs the **Client** may request from the **Bank** in writing to recover the forgotten username, new password and/or the generation of a new list of TANs following identification in accordance with the procedure set out in these **General Terms and Conditions**. A change to the PIN for banking via mobile devices may only be effected through the “**BACB Plus**” portal only for users with active access.

20.8. When the **Client** has indicated one or more duly authorized **Users**, each one of them shall use individual identification and document signing tool (**QES, TAN, E-TAN, OTP etc.**).

20.9. One individual may be authorized **User** for more than one **Client** (legal entity/individual).

21. The intellectual property rights over all software applications and products, databases and other materials and resources related to the rendering of the services subject matter of these **General Terms and Conditions**, including such made available to the **Client** and the **Users** through the “**BACB Plus**” bank portal or through the **Bank's** website, shall be protected under the Law on Copyright and Similar Rights, shall be owned by the **Bank** or the respective entity indicated that has ceded the rights to use such products to the **Bank**, and may not be used in violation of the effective legislation. The access right of the **Client and the Users** shall not include the right to copy or reproduce information and to use intellectual property items, unless it shall refer to immaterial volume of information intended for personal use, provided the legal interests of the authors or other intellectual property right holders shall not be unduly harmed and provided that the copying or reproduction shall be for non-commercial purposes. Notwithstanding the above, the **Client and the Users** shall not have the right to remove the trademark signs and signs of other intellectual property rights from the materials available, regardless whether the holder of such rights is the **Bank** or a third party.

22. **The Bank** shall provide the use of the remote banking services offered for specified and supported operating systems and browsers, listed at www.bacbplus.bg. The use of other operating systems and browsers, not included in the published list shall be considered gross negligence on the part of the **Client/User** and shall result in the full responsibility and liability of the latter, in accordance with the LSPSPS.

SECTION V. IDENTIFICATION. ACCESS RIGHTS.

23. The identification of the **Client** and the **Users** upon use of the respective Remote banking channels shall be ensured as follows:

1/ for the Internet banking system – by means of the simultaneous entry of the access username and password, and upon the sending of electronic payment statements and payment instructions also through the entry of a unique TAN;

2/ for the “**BACB Plus**” portal: a/ for reference information – through the simultaneous entry of access username and password and b/ for sending electronic payment orders and payment instructions to the **Bank** – through their signing with QES or E-TAN. The electronic entry of E-TAN by the **Client/User** shall have the effect of legally valid statement of will, signed in person. Through the use of QES or E-TAN the messages sent by the **Client/User** shall be checked for truthfulness, the identity of the **Client/User**, his/her consent with the electronic order made shall be verified, and the content of the electronic payment order shall be protected.

3/ for Banking via mobile devices: a/ for reference information – through the simultaneous entry of access username and password and b/ for transactions – PIN for banking via mobile devices or E-TAN.

4/ for Banking via remote customer service centre – through tone dialling of the personal identification number of the individual or the PIN for banking via mobile devices.

24. Upon the use of the Internet Banking System:

1/ The electronic entry of a TAN from the list provided to the **Client/User** shall have the effect of legally valid statement of will. Through the use of the TAN the messages sent by the **Client/User** shall be checked for trustworthiness, the identity of the **Client/User**, his/her consent with the electronic order shall be verified and the content of the electronic payment order shall be protected.

2/ Each **Client/User** having the right to dispose of the **Client's** accounts registered for access via the Internet Banking System, shall receive a list of 50 TANs. The respective **Client/User** should be the only one having access to the list of TANs.

3/ Upon the entry of a TAN through the Internet Banking System, the sequence of the codes from the list provided to the **Client/User** shall be followed. Upon the entry of an odd TAN, all TANs before the entered one, as well as the entered one shall be deactivated.

4/ Upon the use of the 30th TAN through the Internet Banking system, the Bank shall generate a new inactive list of TANs for the **Client/User** which should be received personally by the **Client** or the **User** after the exhaustion of the TANs from the current active list, and it should be activated in the Internet Banking System through the use of the last TAN (No. 50) from the current active list. TAN No. 49 should also have been used for the signing and sending of orders to the Bank. The activation of a new list of TANs shall deactivate the previous list.

SECTION VI. EXECUTION OF PAYMENT ORDERS.

25. The **Client and/or the User** shall be given access to the respective Remote Banking Channels 24 hours a day, 7 days a week, without any holiday.

25.1. The Bank shall accept for execution payment orders from the Virtual Bank continuously by processing them in real time with the exception of the time span when the main bank – accounting system of the **Bank** shall be inaccessible for customer transactions. When a payment order has been received during non-working hours, the latter shall be deemed received on the first working day thereafter. The Bank shall provide information as to the outcome of the processing.

25.2. The Bank shall execute and account the transactions received via the Internet banking between 8.00 and 15.00 o'clock, Monday to Friday (excluding the official holidays in the Republic of Bulgaria).

25.3. In the cases of problems occurring due to reasons not depending on the **Bank**, or for technical reasons or breakdowns that are outside the **Bank's** control, or in case of emergency situations, such as vehement natural disasters, general national strikes and similar force majeure events, the **Bank** shall not be held liable as to non-performance of its obligations under these **General Terms and Conditions** and the Framework Agreement.

26. The data received by the **Bank** electronically shall have the effect of valid and binding written statement of will by the **Client**, having handwritten signature of the **Client/User**. By virtue of acceptance of these **General Terms and Conditions** the **Client** shall be deemed informed and shall agree that the Bank shall have the right to store data regarding the traffic and IP address of the **Client** and the **User** in log files, as well as any other information necessary to identify the **Client/User** and to reproduce the electronic statements/documents sent by the **Client/User** to the Bank in relation to the orders for payment and other transactions. The information and documents, thus collected, may be used by the **Bank** in case of occurrence of any legal dispute and for the fulfilment of other regulatory obligations of the **Bank**, as well as to be disclosed by the **Bank** to the competent authorities in case of doubts for unauthorized use of the payment instrument and in the presence of suspicions for money laundering, financing of terrorism and/or performance of operations with moneys of criminal origin.

27. A payment order or other instructions received by the **Bank** in the form of electronic statement via any of the Remote banking channels shall be deemed received with its entry into the accounting system of the **Bank** servicing the Remote banking channel of the **Bank**. The content and the timing of entry of the electronic statement in the Bank's accounting system shall be verified through a transaction log kept by the **Bank**.

28. In the cases when according to the effective legislation the **Client** shall be required to provide written grounds for the execution of transactions via electronic payment order, the **Client** shall be obliged to provide to the **Bank** by fax, or in another manner acceptable to the **Bank** all documents required, representing grounds for the execution of the transaction.

29. If an ordered payment or transaction cannot be executed the **Bank** shall notify the **Client** forthwith – via telephone or in writing, fax, to the e-mail address or via any of the Remote banking channels.

30. Payment orders received via the Remote channels shall be processed by the **Bank** within the ordinary term: orders received by the deadline set out in the applicable General Terms and Conditions for the Rendering of Payment Services and/or the remote banking instructions, shall be executed on the same working day, and all the rest – on the following working day.

31. The **Client** may cancel an electronic statement already sent only if the transaction has not yet been executed by the **Bank** (in the case of payment order – the account of the **Client** has not yet been debited), but not later than the time when the payment transaction has become irrevocable in accordance with the General Terms for the Rendering of Payment Services. The cancellation shall be done following the sending by the **Client** of a fax, submission in an office/branch of the **Bank** or the sending via a Remote banking channel of a statement to the **Bank** containing the explicit request for the cancellation of the transaction, signed by an authorised person.

32. The **Client** shall owe the **Bank** fees and commissions in accordance with the **Bank's** Fees and Commissions Tariff with respect to the transactions carried out via the Remote banking channels.

33. Following accounting of the payment transaction ordered via a Remote banking channel, via the “BACB Plus” portal, via the Internet banking system or via the Banking via mobile devices of the Bank, the **Client** may monitor and track in real time the status of the transaction, the movements in his/her accounts, as well as the amount of the fees and commissions collected by the Bank. Upon request the **Client** may receive from the **Bank** a certified copy of a payment document received and processed via a Remote Banking Channel.

34. If the **Client** is using certificate of electronic signature with restrictions regarding the use of the signature up to a certain transaction amount, **the Bank** shall only execute the **Client's** orders up to and only within this limit.

SECTION VII. BLOCKING THE RIGHT TO ACCESS TO A REMOTE BANKING CHANNEL.

35. **The Client** or the respective **User** may file with the **Bank** written request for the blocking of the right to access to Remote banking channel, without having to state a specific reason thereto. The written notice or request for blocking should be filed at the counters of the **Bank** or should be sent by fax (+359-2-9444413), by e-mail to: customers@bacb.bg or electronically (via the “BACB Plus” portal, via the Internet Banking System or via Banking via mobile devices). The **Bank** shall process the written request during its working hours.

36. **The Bank** shall block **the Client's/User's** access to a Remote Banking Channel upon:

1/ receipt of written notice by the **Client/User** as to: (a) disclosure of his/her username or password or E-TAN and/or loss/theft of the list of TANs, PIN for banking via mobile devices, display card or end device used for banking via mobile devices; (b) suspicions that his/her username, password, E-TAN and/or TAN lists held, PIN for banking via mobile devices have become known to an unauthorised person; (c) suspicion as to unauthorised access to his/her username, password, E-TAN, TANs, PIN for banking via mobile devices, as well as in any other case of unauthorised use of the username, password, E-TAN, TAN, or PIN for banking via mobile devices; (d) compromising of the data as to the creation of the qualifying electronic signature; (e) suspension or cancellation of the certificate of the qualifying electronic signature for access of the **Client/User** to a remote channel by means of this qualifying electronic signature.

2/ receipt of explicit written request by the **Client** and/or **User** for blocking at any time without any need to specify a reason thereto;
3/ in the cases set out in the General Terms and Conditions for the Rendering of Payment Services, more specifically for objective reasons related to: (a) the security of the respective Remote banking channel; (b) suspicion of unauthorised use; (c) use of the payment instrument for the purpose of fraud. In these cases, if possible, prior to the blocking or immediately thereafter at the latest, the **Bank** shall notify the **Client** as to the blocking of the access to the respective Remote banking channel and the reasons requiring such blocking, except when the provision of such information shall not be allowed due to security concerns or in view of compliance with regulatory requirements preventing notification of the **Client**.

37. **The Bank** shall have the right to block access of any **Client/User** to the respective Remote banking channel when with his/her actions the **Client** or the **User** violates the laws of the Republic of Bulgaria, the Framework Agreements, these **General Terms and Conditions** or any of the documents listed in art. 1.2 above or the remote banking instructions, or shall jeopardise the security of the respective Remote banking channel or payment instrument, or carries out operations, which result in suspicions of money laundering, financing of terrorism and/or criminal/fraudulent origin of the moneys. The **Bank** shall not be responsible or liable to the **Client** for the failure to perform the operations (transactions), ordered by the **Client/User**, if it has blocked the access of the respective **Client/User** to a Remote Channel, according to the rules, set out herein.

38. The **Bank** shall unblock the Remote channel and/or payment instrument, or shall replace it with a new payment instrument once the reasons for the blocking shall no longer exist and only upon appearance of the Client personally in an office of the Bank. In the cases provided for in art. 33, item 3 the unblocking of the remote channel shall be subject to the discretion of the **Bank**.

39. **The Bank** shall not be held liable as to non-execution of ordered transactions, if following untrue written notice/request for blocking of the access right to a Remote banking channel or notification by telephone in accordance with the following article, the **Bank** has undertaken the steps necessary to block the respective Remote banking channel in protection of the best interest of the **Client**.

SECTION VIII. NOTIFICATION OF LOSS, THEFT, AND OTHER ILLEGAL ACTIONS WITH THE PAYMENT INSTRUMENT. NOTIFICATION OF UNAUTHORIZED OR INACCURATELY EXECUTED PAYMENT TRANSACTIONS. RESPONSIBILITIES.

40. The **Client** and **the User** shall fulfil their obligations under art. 17.3 above to notify the **Bank** by contacting the **Bank at telephone number +359 (0)2 9658370 or 070014488** during the working hours of the **Bank**. During non-working hours **the Client/User** may record voice message via the Remote Customer Service Centre at telephone number **+359 (0)2 9658370**. **The Bank** shall undertake the respective actions on the following working day.

41. **The Client**, who is User under the meaning of the Payment Services and Payment Systems Act, shall, immediately after becoming aware of any unauthorized or inaccurately executed payment transaction via any of the Remote banking channels, notify the **Bank** without undue delay, but not later than 13 months as of the date of the debiting of his/her account, and when the **Client** is a legal entity or sole trader – not later than the next working day as of the date of debiting of its account. The Internet Banking System, the “BACB Plus” portal and the Banking via mobile devices shall provide an opportunity for current monitoring of all transactions in real time and the **Client** shall be deemed to have become aware of such unauthorized or inaccurately executed payment transaction as of the time of the accounting of the respective transaction.

42. Following receipt by the **Bank** of a notice from the **Client** or **the User**, pursuant to art. 17.3 as to loss, theft, or another deprivation, appropriation or unauthorized use of the QES, the TAN lists, PIN for banking via mobile devices, E-TAN, end device, username and/or password, or unauthorized use of any of the Remote banking channels, illegal use of specific payment instrument, **the Client** shall not

suffer any material damage, resulting from the use of the respective banking channel, except in the cases when the **Client** has acted fraudulently or with gross negligence. **The Client** shall be liable and shall suffer material damage in all cases provided for in the Law on the Payment Services and Payment Systems and the applicable legislation.

43. **The Bank** shall not be liable as to any damage due to the use of the Remote banking channel provided the **Bank** has executed the orders of the **Client** before receiving a notice from the **Client** as to the destruction, loss, illegal deprivation, falsification, or illegal use of the username, password, certificate of qualifying electronic signature, E-TAN, end device, TAN list, or PIN for banking via mobile devices that has resulted in illegal use of the respective Remote banking channel.

44. **The Bank** shall not be held liable as to any executed orders sent by a **User**, whose rights and/or powers have been changed and the **Bank** has not been duly notified thereto, as well as in the cases when **the Client** and/or **the User** has not complied with his/her obligations under these **General Terms and Conditions**.

45. If the **Client** is a User within the meaning of the LPSPS and he or a **User** under the provisions of art. 58, para.1 of the LPSPS, not culpably has failed to keep his/her personalised protection features of the Remote banking channel (the TAN lists, username and/or password, data as to the creation of an electronic signature, PIN for banking via mobile devices, E-TAN) resulting in transactions not authorized by the **Client** or the **User**, carried out through any of the Remote banking channels, as a result of the use of lost, stolen, or illegally obtained TAN lists, username and/or password, E-TAN or disclosure before third parties of the secrecy of the data as to the creation of the electronic signature, the **Client** shall bear the losses related to such transactions amounting up to BGN 300.

46. If the **Client/User** who is not a user within the meaning of LPSPS, has failed to keep its personalised protection features of the Remote banking channel and there are transactions not allowed by the **Client** or the **User**, carried out through any of the Remote banking channels, resulting from the use of lost, stolen, or illegally obtained QES, the TAN lists, username and/or password, E-TAN, PIN for banking via mobile devices, use of data as to the creation of the electronic signature, etc., the **Client** shall bear fully the losses related to such transactions regardless of their amount. In this case the **Bank** shall not bear liability as to the unauthorized payment transactions.

47. Notwithstanding the provisions of the previous two articles, the **Client** shall suffer all losses related to unauthorized payment transactions, if caused by the Client by fraud or intentionally, or due to gross negligence, or due to non-performance of one or more of his/her obligations under these **General Terms and Conditions**, including but not limited to, the obligations under art. 17 above. In such cases the **Client** shall bear the damages regardless of their amount.

48. In case of unauthorized transaction the **Bank** shall recover to the **Client** the value of the unauthorized transaction immediately following completion of the procedure to prove the authenticity and accurate execution of the payment transaction in accordance with the provisions of the LPSPS, but not later than 21 days after receipt of the notice by the **Client** as to unauthorized or inaccurately executed transactions.

49. **The Client** shall declare that he/she shall agree that all telephone calls with the Remote Customer Service Centre shall be recorded and stored by the **Bank**, and the Client shall declare that he/she has been informed that in case of dispute the **Bank** shall have the right to use such records as evidence.

50. **The Bank** and the **Clients** shall agree that if the **Client** are not users within the meaning of the LPSPS, the **Clients** and **Users** shall be responsible for providing all the evidences for proving the authenticity of the payment operation, its accurate registration, accounting, as well as for proving that the operation is not affected by a technical malfunction or other defect, under the conditions of art. 56 of the LPSPS.

SECTION IX. AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS

51. **The Bank** shall have the right to amend and supplement at any time these **General Terms and Conditions** while notifying the **Client** at least two months before the date of the entering into force of the amendments and/or supplementations. The notice shall be served by the **Bank to the Client** as a hard copy in the offices/branches of the **Bank** or through the **Bank's** website (www.bacb.bg) in Bulgarian and English language no less than two months prior to the date of entering into force of the amendments and/or supplementations. The scope and security of the services rendered via the Remote banking channels may be expanded and supplemented unilaterally by the **Bank**. In this case the two-month prior notice requirement shall not apply.

52. If the **Client** fails to notify the **Bank** in writing that he/she shall not accept the amendments before the date on which they enter into force, the **Bank** shall deem that the **Client** has accepted the amendments in these **General Terms and Conditions** and shall be deemed bound by them.

53. If the **Client** shall notify the **Bank** in writing that he/she shall not accept such amendments before the date on which the amendments shall become effective, the **Client** shall have the right to terminate the Framework Agreement for Remote Banking forthwith prior to the date on which the amendments in the **General Terms and Conditions** shall enter into force, without any liability for costs and compensations for the termination of the Framework Agreement.

54. Any amendments in the legislation related to the rendering of payment services shall become mandatory for the **Bank and the Client** as of the time of their entering into force.

SECTION X. APPLICABLE LAW AND DISPUTE RESOLUTION

55. The provisions of the LPSPS, LEDES, Ordinance No. 3, the Credit Institutions Act and all other applicable provisions of the effective Bulgarian legislation shall apply to all matters not settled in these **General Terms and Conditions** or in the Framework Agreement for

Remote Banking or in other contractual arrangements between the **Client and the Bank**.

56. **The Bank** and the **Client** shall make efforts and shall try to resolve any disputes arising amicably through negotiations and on the grounds of out-of-court mutual agreement. In case of inaccurate or erroneous execution of a payment transaction by the **Bank**, the **Client** shall have the right to file written objection to the **Bank**. **The Bank** shall pronounce and notify the **Client** in writing as to its decision on any objection filed within 7 days as of its submission. If the **Bank** shall not pronounce a decision on the objection, as well as in the cases when the **Bank and the Client** shall not reach agreement, the dispute shall be taken to the Reconciliation Commission for Payment Disputes, established at the Commission for Consumer Protection or the competent Bulgarian court.

SECTION XI. MISCELLANEOUS PROVISIONS

57. **The Client** is aware of the legal regulations regarding the execution, receipt, proof and validity of the electronic payment orders in accordance with the provisions of the Bulgarian legislation. In case of use of Banking for mobile devices, electronic signature in the meaning of the LEDES shall be created through the use of the software token and by virtue of acceptance of these **General Terms and Conditions** the **Client** shall agree that the latter shall have the effect of a personal signature in his/her relations with the **Bank**. Upon the entry of a PIN for banking via mobile devices, E-TAN or TAN to confirm electronic statements made by the **Client** via the respective Remote channels (except Banking via Remote Customer Service Centre) cryptographic signing of the information is done with the **Client's** username, which shall represent electronic signature in the meaning of the LEDES and the parties shall recognise its effect as a personal signature in their dealings. Electronic statements made in accordance with the LEDES and these **General Terms and Conditions** shall be valid and legally binding documents and the entries on all transactions carried out electronically via a Remote banking channel shall be regular accounting documents.

58. **The Bank** shall provide the **Client** with information regarding the payment transactions carried out and services used in Bulgarian language. In the **Request** the **Client** may state his/her written will to receive information regarding the payment transactions carried out and services used in English language, whereas in this case the **Bank** may provide these in English language with the exception of the transactions initiated by the **Client** himself/herself in Bulgarian language and the transfers received in Bulgarian language.

SECTION XII PROTECTION OF PERSONAL DATA (new as per Resolution of the BoD of BACB AD of May 17, 2018, effective as of May 25, 2018)

59. The personal data, which a **Client** provides to the **Bank** in relation to and upon the execution of agreement under these **General Terms** are processed and stored by the **Bank** in compliance with Regulation (EC) 2016/679 of the European Parliament and the Council regarding the protection of natural persons in relation to the processing of personal data and regarding the free circulation of such data and for repealing of Directive 95/46/EO ("General Data Protection Regulation"). Detailed information on the data, which identifies BACB AD as administrator of personal data and the contact details for getting in touch with the officer in charge with protection of personal data, including when the processing is necessary for the purposes of protecting the legitimate interest of BACB AD; the term for which the personal data shall be stored; the rights of the subjects of data with regard to processing of personal data on the side of BACB AD, as well as information on the manner in which the same may be exercised; and any other information, which the General Data Protection Regulation may require to be provided to the Clients is contained in the Policy on Protection of Personal Data in BACB AD and in the Notification to the clients of Bulgarian-American Credit Bank AD with regard to the personal data protection (Privacy notice), which are available and published on www.bacb.bg and in the offices of BACB AD.

60. By executing the agreement and these General Terms the Client represents that:

a) is aware of the protection of personal data in Bulgarian-American Credit Bank AD, including through the access provided to the Notification (Privacy notice) on www.bacb.bg and in the offices of BACB AD; b) the personal data relating to the execution of the agreement under these General Terms, the exercising of the rights and the accomplishment of the obligations under the Agreement and the General Terms and with a view of the full payment/collection of all receivables of the Bank is voluntarily provided; c) provides its explicit consent and authorizes the Bank to make inquiries and checks, to require and obtain from third parties, including via electronic means, references and information with regard to its personal data, processed by third parties in their capacity of administrator of personal data, including but not limited to National Database "Population" with the MRDPW and others.

TRANSITIONAL AND FINAL PROVISIONS

§1. These General Terms and Conditions for Remote Banking of Bulgarian American Credit Bank AD have been approved by virtue of a decision of the Management Board of the **Bank** dated 29 November 2012 and have been amended by virtue of a decisions of the Management Board of the **Bank** dated 31 July 2013, 20 February 2014, 22 May 2014, 17 December 2015 and June 29, 2017, from May 17, 2018, effective as of May, 25, 2018.

§2. These General Terms and Conditions for Remote Banking of the Bank shall enter into force as of July 1, 2017 with respect of new clients willing to use the remote banking service. The amended General Terms and Conditions for Remote Banking are available on a permanent carrier within the meaning of art. 42 (1) and § 1, Para 4, of the LPSPS on **Bank's** website (www.bacb.bg) and in the "BACB Plus" Portal at least 15 (fifteen) days prior to their effective date – 01.07.2017.

§3. The amendment of the General Terms and Conditions of Bulgarian American Credit Bank AD for remote banking, effective as of 01.07.2017, only amend clauses, regulating the security of the services provided through Remote Banking Channels and in this case, the two-month advance notice period, applicable to existing Clients does not apply.

§4. If the **Client** does not notify in writing the **Bank**, that he/she does not accept the changes, before 01.07.2017, when the changes become effective, the **Bank** shall deem the **Client** to have accepted the changes to the provisions of these **General Terms and Conditions** and the latter shall be considered bound by them.

§5. If **the Client** shall notify the **Bank** in writing, before the effective date of the changes, that he/she does not accept the new General Terms and Conditions for Remote Banking, the latter shall have the right to terminate the Framework Agreement for Remote Banking with the **Bank** forthwith, without being liable as to any costs and compensations resulting from such termination.

§6. For the convenience of the Clients – foreign entities, the Bank shall provide these General Terms and Conditions in English, as well, as in case of any discrepancies and conflicts, the original Bulgarian version shall prevail.