

## **GENERAL TERMS AND CONDITIONS OF BULGARIAN AMERICAN CREDIT BANK AD ON THE ISSUANCE AND USE OF REVOLVING INTERNATIONAL CREDIT CARDS TO INDIVIDUALS**

### **I. SCOPE**

1.1. The accompanying General Terms and Conditions (hereunder referred to as the "General Terms and Conditions" or "GTC") shall regulate the relations between Bulgarian American Bank AD (hereunder referred to as "BACB" or the "Bank") and the Client (hereunder referred to as the "Client" or the "Holder" or the "Borrower" and / or the "Authorized User") with respect to the extension by the Bank to the Client of a credit limit on a revolving credit card to individuals in national or foreign currency, the terms and conditions for the drawing, use, collateralisation and repayment of the liabilities on the credit card, as well as the terms and conditions under which the agreements for the extension of the credit limit on the revolving international credit card to individuals shall be signed and shall operate (hereunder referred to as "Credit Card Agreement(s)" or "Agreement").

1.2. These General Terms and Conditions shall be intended to inform the Client and shall stipulate the procedure and the terms and conditions for the issuance, use and servicing of VISA Classic and VISA GOLD international credit cards by the Bank.

1.3. The extension of the credit limit on the revolving credit card under the operation of the accompanying General Terms and Conditions shall be in accordance with and shall be carried out in compliance with the requirements of the applicable legislation, including: the Credit Institutions Act (CIA), the Consumer Loans Act (CLA), the Commercial Act (CA), the Payment Services and Payment Systems Act (PSPSA), Ordinance No 3 of BNB, the Measures Against Money Laundering Act (MAMLA), other applicable national and European laws, the guidance of the European Banking Authority (EBA), the rules of Visa.

1.4. Prior to the issuance of VISA Classic and VISA GOLD international credit cards by the Bank, the Bank shall provide to the Client and the Client shall read: these General Terms and Conditions, as well as the following documents of the Bank: General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments, the Bank's Tariff of Fees and Commissions and Interest Bulletin, Glossary of Terms and Definitions used in these General Terms and Conditions, Fee Information Document under Art. 103 PSPSA, Remote Banking Guidelines, BACB Terms of Use of the "Two-Factor Authentication for Internet Payments" Service with a bank card, BACB General Terms and Conditions for text messaging services by mobile phone and e-mail, as these documents shall be attached to and shall form an integral part of these General Terms and Conditions and the Agreement for the Extension of Credit Limit on a Revolving International Credit Card to Individuals. The Client shall accept the above mentioned General Terms and Conditions and other documents of the Bank and shall agree to abide by them with the signing of the Request for the Issuance of a Credit Card. The General Terms and Conditions and the other documents mentioned herein above shall be accessible at any time as a hard copy in the Bank's offices or on the Bank's website ([www.bacb.bg](http://www.bacb.bg)).

1.5. For the issuance, use and servicing of VISA Classic and VISA GOLD international credit cards by the Bank and the extension of a credit limit on a revolving credit card the Client shall sign a Request for Issuance of a Credit Card (hereunder referred to as the "Request") and shall sign with the Bank an agreement for the extension of credit limit on a revolving international credit card to individuals (hereunder referred to as the "Agreement"). In case of any discrepancies between the provisions of these General Terms and Conditions and the terms and conditions of a specific Agreement, the provision of the Agreement shall prevail.

1.6. The Bank shall keep its right to amend and supplement the accompanying General Terms and Conditions in accordance with the provisions of Section XXIII of these General Terms and

Conditions and in compliance with the Payment Services and Payment Systems Act.

## II. DATA REGARDING THE BANK. DEFINITIONS AND TERMINOLOGY

2.1. Bulgarian American Credit Bank AD is registered in the Commercial Register kept at the Registry Agency under UIC 121246419, registered under company file No 12587/1996 as per the list of Sofia City Court. Registered address and address of management: the city of Sofia 1000, Sofia Municipality, Sredets Region, 2, Slavyanska str., customer service telephone: 00 359 2 9658377, e-mail: cards@bacb.bg. Website: www.bacb.bg. Competent supervision authority: Bulgarian National Bank.

2.2. The terms and definitions used in these General Terms and Conditions have been explained in art. 2.3. herein below and in the Glossary of Terms and Definitions, which shall be provided to the Client in the Bank's parlours as a hard copy and on the Bank's website.

2.3. In the meaning of these General Terms and Conditions, the Request for the Issuance of a Credit Card and the Agreement for the Extension of a Credit Limit on a Revolving International Credit Card to Individuals, signed between the Client and the Bank, as well as any requests, applications, declarations, confirmations and other written agreements between them, the terms set out below shall have the following meanings&

A "**Card**" shall be a customised payment instrument agreed between the Bank and the Holder in the meaning of the Payment Services and Payment Systems Act (PSPSA) and representing VISA Classic and VISA GOLD revolving credit payment card, issued by the Bank to the Authorized User, which shall be used on multiple occasions for identification of the Authorized User and for remote access to Credit Limit and/or to own funds, at an amount and under the terms and conditions of the Agreement and the accompanying General Terms and Conditions. Each payment card issued by the Bank shall have an integral scheme (a chip), which shall be used to verify the authenticity of the card upon the execution of payment transactions at ATM and POS terminal devices.

In the meaning of these General Terms and Conditions a "**Client**" shall be a Borrower who shall sign an Agreement for the Extension of a Credit Limit on a Revolving International Credit Card to Individuals with the Bank and who shall be holder of a repayment account with the Bank, user of payment services and consumer in the meaning of the PSPSA. The Client, the Holder and the Authorized User shall be one and the same person, when the main Customer card has been issued to the repayment account.

"**Credit Limit**" shall be the maximum amount or the total amount in Bulgarian lev or Euro, or US dollars, extended by BACB to Borrowers on the grounds of a signed Agreement for the Extension of a Credit Limit on a Revolving International Credit Card, which may be used through the main and additional credit cards issued;

"**Available Credit Limit**" shall be the credit limit amount that the Authorized User may use during the current reporting period, set by the Bank, less any payments made with the Card(s);

"**Overdrawn Credit Limit**" - any allowed excess over the credit limit as a result of a transaction made and / or fees and commissions charged by the Bank. Any excess amounts shall be subject to immediate exigibility;

"**Holder**" shall be an individual in the name of whom the repayment account and the main credit card shall be;

"**Authorized User**" shall be an able individual of age, Bulgarian citizen with a permanent address in Bulgaria or a foreigner having permanent residence in Bulgaria. The Authorized User shall be: i) The Client / Holder, when main card has been issued to the account or ii) another individual (Authorized User of additional card) set out in the Request for the Issuance of a Credit Card by the Holder;

"**Authorized User of an Additional Card**" shall be i) an individual of 18 years of age, Bulgarian citizen having a permanent address in Bulgaria or a foreigner having permanent residence in Bulgaria or ii) an individual of 14 years of age, Bulgarian citizen having a permanent address in Bulgaria or a foreigner of 14 years of age having a permanent residence in Bulgaria that has been indicated by the

Holder (who is a parent or custodian of the person aged between 14 and 18 years) in the Request for the Issuance of a Credit Card, in the name of whom an additional card to the Authorized User's main card has been issued;

**"Main Card"** shall be a card issued to the Holder and Authorized User to the Holder's repayment account;

**"Additional Card"** shall be a card, issued to an Authorized User of an additional card, to the repayment account of the main card Holder; The Authorized User of the main card and the Authorized User of the additional card shall use the available credit limit jointly.

**"Interest rate on a credit card" / "Interest Rate" / "Contractual Interest Rate"** shall be a fixed annual interest rate approved by the Bank's Management Board and set out in the Bank's Tariff. The Bank shall disclose publicly the interest rates applied through their announcement in the Bank's Fee and Commission Tariff, published on the Bank's website at [www.bacb.bg](http://www.bacb.bg) and made available in the Bank's parlours;

**"Grace Period"** shall be a period of time set out in these General Terms and Conditions, over which no interest shall be due, if the conditions thereto shall be met;

**"Card Statement"** shall be a document issued by the Bank to the Holder, containing information on all payment transactions executed with the card during the reporting period, including the transactions with any of the additional cards issued, as well as information about the amounts, type and date of execution of the transactions, the minimum repayment instalment and the other amounts due and their due date, the fees, interest and commissions charged in accordance with the Agreement, these General Terms and Conditions and the Tariff over the reporting period set out in the statement;

**"Repayment Account"** or **"the Account"** shall be a bank account kept at BACB in the following currencies: Bulgarian lev (BGN) or Euro (EUR), or US dollars (USD) in the name of the Holder, to which the Holder shall deposit amounts to repay the principal, interest and other payables due by the Holder in relation to the use of the Card, as well as to deposit own account which shall be added to the credit limit available to use via the card. The Bank shall open the Repayment Account following the signing by the Client of the Request for the Issuance of a Credit Card, the approval by the Bank of a credit limit and the signing of an Agreement, while the relations between the parties in relation to the Repayment Account shall be settled by these General Terms and Conditions. The Repayment Account shall have an IBAN and a special status - it shall be intended solely for the repayment of the liabilities on the card or the depositing of own funds by the Holder to use through the card and without the possibility to order debit transactions. The currency of the repayment account shall be identical to the currency in which the card is issued. The Bank shall have the right to close the Repayment Account ex-officio upon the expiry and non-renewal of the term of the Credit Card Agreement, following the procedure and under the terms and conditions set out herein;

**"Minimum Repayment Instalment" (MRI)** shall be the amount the Holder is obliged to repay on a monthly basis, as of the date following the end of the reporting period until the due date, representing 3% (three percent) of the credit limit drawn (full repayment amount) as at the last day of the reporting period, together with any MRI overdue (if any), along with any interest overdue (if any), along with the regular interest from a prior period (if any). The MRI may not be less than BGN 20, and if the total liability shall be less than BGN 20, the Holder shall be obliged to repay the total liability;

**"Collateral"** shall be a pledge established the Holder or by a third liable individual on the receivable of the Holder or of the third liable individual by the Bank as to cash (financial asset) owned by the Holder / the third liable individual. The collateral shall provide an opportunity for collection from the pledged cash (financial asset) of the Holder / the third liable individual of any amount not repaid under the loan;

**"Reporting Period"** shall be any period during the term of validity of the Agreement, as of the 16th day of the preceding calendar month until the 15th day of the current month, for which the Bank shall issue a Card Statement to the Authorized User;

**"Due Date"** shall be the date on which the Holder shall be obliged to repay his / her credit card

liabilities in full, but not less than the minimum repayment instalment. Each 5th day of the month shall be considered due date, and if the 5th day of the month shall be a non-working day, the due date shall be the first working day thereafter;

**"Imprinter"** shall be a mechanical device for making payments for goods or services at a trader, through taking an imprint of the bank card on slips especially designed for this purpose;

**"Two-Factor Authentication Model" or "Two-Factor Authentication"** is a combination of two components: Dynamic and Static Password for Internet payments, which must be entered by the Authorized User to confirm payment transactions with a bank card. The Dynamic Password is a single-use unique 6-digit code generated by Borica AD and provided to the Authorized User by sending a free SMS to a mobile phone number specified by the Authorized User. For each transaction performed by the Authorized User which requires Two-Factor Authentication of the Authorized User, Borica AD shall generate and send via SMS a different combination of digits, together with data on the amount of the payment transaction, part of the bank card number, merchant's name or website through which the payment transaction is performed and this combination shall be valid for 15 minutes. The Static Password is created personally by the Authorized User on the web portal provided by Borica AD bearing the logo of BACB AD and is used together with the Dynamic Password to confirm card transactions with Internet merchants participating in the Visa Secure and MasterCard ID Check programs. For each transaction performed by the Authorized User which requires Two-Factor Authentication and confirmation of payments by bank card on the Internet, the Authorized User shall enter simultaneously the Static Password created by the Authorized User and the Dynamic Password received via SMS for authorization of card transactions.

**"Customised Security Means of a Payment Instrument - Payment Card"** - passwords and security codes for Internet, POS and ATM payments, such as: PIN code, CVV2, CVC2, Visa Secure.

### **III. GENERAL PROVISIONS**

3.1. The VISA Classic and VISA GOLD international credit cards shall be intended to execute transactions in Bulgaria and abroad (in more than 210 countries), as well as at any terminal device (ATM and POS) globally, which provide the opportunity for the servicing of chip-fitted cards (contact and / or contactless transactions) in accordance with the international card organisation standards. The cards shall execute transactions via terminal devices (ATM and / or POS), marked with the Visa trademark, while at the order of the Authorized User the Bank shall be obliged to execute the following transactions:

- payment for goods and services and withdrawal of cash via a POS terminal;
- payment for goods and services, as well as transfers between account via virtual terminal devices POS on the internet and payments for goods and services on the internet via the internet payment systems;
- withdrawal of cash at ATMs;
- payment for services via terminal devices ATM;
- transfers between payment accounts, payments for services and transfers (orders) of amounts through the CashM service at ATMs in the country, provided the technical possibility for this shall be secured by the respective card operators and the respective banks servicing the ATMs;
- information and other payment and non-payment related transactions.

### **IV. ISSUANCE OF A MAIN AND ADDITIONAL CARD**

4.1. At the request of the Holder and following assessment of his / her creditworthiness the Bank shall issue a Card to the Holder / Borrower, for which the Bank and the Holder shall sign an Agreement for Extension of a Credit Limit on a Revolving International Credit Card to Individuals (hereunder referred to as the "**Agreement**").

4.1.1. At the request of the Holder the Bank shall issue to his / her card additional cards in the name of third persons (Authorized Users of additional cards), explicitly stated in the Request for the Issuance of a Credit Card. Through the use of the additional cards the Authorized Users of additional cards shall have the right to dispose of the balance on the card and / or up to the amount of the Current

available credit limit, which the Holder shall explicitly consent to. The Authorized Users of additional cards shall sign the Request for the Issuance of a Credit Card.

4.1.2. The Bank shall have the right to refuse the issuance of a Card in case of a filled-in and signed Request, without having to state any reasons thereto.

4.1.3. The Bank shall not issue revolving credit payment cards based on power of attorney.

4.2. Each card issued by the Bank is a personal card and shall be issued to the individual - Authorized User. It is Authorized based on the available credit limit, in accordance with the terms and conditions for its use, increased with the amount of any balance on the repayment account representing own funds, provided it is higher than the funds required for the repayment of the liabilities incurred on the card. The Card may be issued as VISA Classic and VISA Gold at the request of the Holder, and the type of the additional card shall be identical to the type of the main card issued.

4.3. Each Card shall be issued together with a unique personal identification number (PIN). The PIN shall represent a customised security means, in the form of a four-digit combination, serving as identification of the Authorized User upon the execution of payment and non-payment transactions in accordance with these General Terms and Conditions.

4.4. The Bank shall ensure the protection of the confidentiality until the submission of the card and the PIN thereto to the Authorized User.

4.5. The Bank shall submit the Card and the PIN thereto personally to the Authorized User and / or the Authorized User of Additional Card within 10 days.

4.5.1. The Card shall be submitted to the Holder and / or the Authorized User of an additional card in one of the ways listed below: (i) via courier to an address set out by the Authorized User in the Request for the Issuance of a Card or (ii) at an office of the Bank set out in advance in the Request for the Issuance of a Card.

4.5.2. If the Holder and / or the Authorized User of an additional card shall not appear to receive the card in the Bank's office selected by him / her within six months as of the date of its issuance, the Bank shall close the Card ex-officio, and the Agreement shall be deemed terminated.

4.6. The PIN shall be submitted to the Holder and / or the Authorized User of an additional card in one of the ways listed below: (i) in a sealed envelope, sent via courier, to an address set out by the Holder in the Request for the Issuance of a Card (for security reasons the PIN shall be sent in a package separately from the Card); (ii) in a sealed envelope in the Bank's office set out in advance in the Request for the Issuance of a Card; or (iii) via SMS message to the telephone of the Authorized User set out in the Request for the Issuance of a Card.

4.7. The Bank may submit the Card and the PIN to the Authorized User also in a way different than the above-mentioned, compliant to the security requirements of the international organisation VISA.

4.8. The Card shall not be active at the time of its receipt and the receipt of the PIN by the Authorized User. To activate the card, the Authorized User should call the telephones set out by the Bank - **+359 2 8705149 or +359 2 9702600** - available on a 24-hour basis and the card is activated following identification of the Authorized User and check of the data declared by the Authorized User: name, personal ID number, mother's maiden name (key word) and other data set out in the Request. The Bank shall recommend to the Authorized User of a main or additional card to change the PIN at a terminal device ATM immediately following receipt and activation of the card by the Authorized User. At any time, the Authorized User may replace the PIN with a new one, known only to the Authorized User, via an ATM (of the Bank or of another bank) installed on the territory of the country.

4.9. If the Authorized User shall forget his / her PIN, at his / her request the Bank shall issue a new card with a new PIN, which the Bank shall submit to the Authorized User within 10 days in compliance with the procedure set out in point 4.5 and 4.6 of these General Terms and Conditions. For the issuance of the new Card with the new PIN the Authorized User shall pay to the Bank a fee in accordance with the Tariff.

4.10. For security reasons the Authorized User shall be obliged to sign the signature strip on the back

of the card using a ball-point pen upon receipt of the card.

4.11. The Authorized User shall have the possibility to activate the card over a period of three months as of the date of its issuance. If the Card is not activated by the Authorized User within this term, the Bank shall close the Card ex-officio, and the Agreement shall be deemed terminated.

4.12. The Card shall be owned by the Bank and upon expiry of its validity or upon termination of the Agreement the Authorized User shall be obliged to return it to the Bank. The name of the Authorized User as per identity document, the number of the Card and the date of expiry of its validity shall be printed in relief on the face of the card. In case of change in the name the Authorized User shall be obliged to submit a request for re-issuance of the card and shall pay the respective fee in accordance with the Tariff.

4.13. The Bank shall activate the card following a call from the Authorized User to the telephone numbers of BACB set out in point 4.8 above and following verification of the name, personal ID number, mother's maiden name (key word) and other data set out in the Request or upon request at the Bank's office and identification of the Client.

4.14. The Authorized User shall be obliged to protect the Card against bending, breaking, demagnetising and other mechanical damage.

4.15. To execute remote payment transactions with payment cards the Bank shall provide the Authorized User with customised security tools, other than PIN, aimed at detailed authentication of the payer. In order to provide maximum security for card payments on the Internet, the Bank shall provide the Authorized Users with automatic registration for the service – **“Two-Factor Authentication for Internet Payments”**.

## **V. TERMS AND CONDITIONS OF USE**

5.1. The Card shall be used only personally by the Authorized User in accordance with the rules on its issuance and use in compliance with the security measures and the provisions of these General Terms and Conditions. The Card may not be loaned, transferred or provided to any third party in any way. The Card number imprinted on its face, as well as the additional security code (CVC2/CVV2), imprinted on the back of the card, should not be disclosed to any third party, except in the case of transactions under point 6.3.

5.2. Through the use of the Card at a terminal device (ATM and POS) through placing/sliding/touching in / through the device (contact and / or contactless transactions), and in the cases when the terminal device shall require so, through the entering of a PIN and / or signing the transaction document, as well as through provision of an identity document, upon request by a trader, upon use of the card at a POS with a trader, as well as with the provision of the CVC2 / CVV2 code upon the payment for goods and services ordered by phone, fax, internet, and / or with the entering of a Password for payment on the internet, the Authorized User shall identify and certify the authenticity of the respective transaction, shall give consent and shall order the Bank to execute it, which shall be unconditionally binding on the Authorized User with respect to the consequences thereto, and the Bank shall not be held liable as to any damage of forfeited benefits as a result of its execution.

5.3. The Authorized User shall be obliged to undertake all actions reasonably needed to protect the customised security means of the Card, such as:

5.3.1. responsible keeping of the Card with the due care of a good owner, by undertaking all steps necessary against its damage, destruction, loss, forgery, theft or use in any other illegal way, non-compliant with the terms and conditions of its issuance and use;

5.3.2. to keep secret his / her PIN, additional security code (CVC2/CVV2) and Dynamic Password for Internet Payments and to take all measures necessary against these becoming known by any third party. The Authorized User shall be required not to keep his/her PIN / additional security code / Dynamic and Static Internet Payment Password in a way that makes it possible to be known by third parties, including not to write the PIN on the Card or on any item carried together with the Card. The PIN chosen by the Authorized User should not contain easily identifiable combination (such as a

telephone number, date of birth, car registration plate, etc.). The Authorized User shall be required to use his/her PIN / additional security code / Dynamic and Static Internet Payment Password only after making sure that the PIN / additional security code / Dynamic and Static Internet Payment Password cannot be seen by any third party in order to protect against potential third party malicious acts / fraud.

## **VI. PAYMENTS AND CASH WITHDRAWALS**

6.1. The Card shall give right to the Authorized User to make cashless payments for goods and services in the country and abroad, contact or contactless, in an on-line or off-line mode at traders through terminal devices marked with the VISA trademark.

6.2. When using the Card for payments of goods and services at a terminal device or imprinter, prior to confirming the transaction, the Authorized User shall be required to make sure that the amount due for payment is accurate, and thereafter to enter his/her PIN, when such is required upon payment at terminal device, and/or to sign the document for the transaction executed (slip, voucher, other) provided by the individual accepting the payment order. The signature on the document for the transaction executed should match the signature laid on the back of the Card. Through the use of the Card at a terminal device, with the entering of the PIN of the Card, respectively with the signing of the document regarding the transaction executed, the Authorized User shall confirm the amount of the payment and shall order the Bank to charge the card with the amount due and to transfer it to the account of the recipient of the payment, including with respect to contactless transactions. The individual accepting the payment order shall have the right to require the Authorized User to verify his / her identity through the presentation of an identity document.

6.3. Upon the payment for goods or services, order via telephone, fax, internet, etc., the Authorized User shall normally execute the transaction by giving his / her name, Card number and the term of its validity, including the CVC2 / CVV2 - the last three figures of the code, usually written in Italic on the paper strip on the back of the Card, as well as other information in accordance with the rules of the card organisations, when necessary. With the entering of the data required the Authorized User shall identify himself / herself, shall confirm the amount due for payment and shall order the Bank to charge his / her card with the amount due for payment and to transfer it to the account of the recipient of the payment.

6.4. In the process of Internet payment by card on websites marked as safe (according to the standards of VISA - VbV), in addition to the card details, the Authorized Holder shall also enter the components of the two-factor authentication for Internet payments by bank card, thus reducing the risk of abuse on the Internet.

6.5. An individual accepting card payments at a POS terminal (Trader), through which the payment shall be made, may refuse the use of the Card, in case of:

6.5.1. invalidity of the Card;

6.5.2. discrepancy between the signature on the Card and the signature on the transaction document or the identity document, or lack of signature on the Card;

6.5.3. refusal by the Authorized User to provide a document confirming his / her identity, or when the Trader shall find that the Card is being used by unauthorized person;

6.5.4. impossibility to receive confirmation as to the execution of the transaction;

6.5.5. doubt that the Card is not genuine or that it is forged.

6.6. The individuals accepting card payments shall have the right to require authentication of the Card payments, upon which funds from the current balance are blocked.

6.7. The Card may be used for cash withdrawals in one of the following ways: a) withdrawal at a terminal device (ATM); b) at a POS terminal (cash advance) from the Authorized banks in the country and abroad, for cards marked with the VISA trademark, or c) withdrawal of cash upon purchase (cash back) in the commercial outlets in the country offering such service, following authentication of terminal devices on the territory of the country and abroad marked with the VISA trademark.

6.7.1. Through the card the Authorized User shall be able to transfer (order) money to another

individual - recipient of the transferred amount - in Bulgarian lev from an ATM supporting the Cash M service, whereupon the Authorized User shall be obliged to undertake the following steps:

6.7.1.1. To enter the amount due for transfer - a minimum of BGN 10.00 / a maximum of BGN 400.00, where each amount should be divisible by BGN 10;

6.7.1.2. To enter a randomly selected four digit code of the transfer;

6.7.1.3. To enter a mobile telephone number (only for Bulgarian operators) of the recipient of the payment;

6.7.1.4. To enter his / her mobile telephone number (only for Bulgarian operators) (optional only stated at his / her discretion in order to receive an SMS upon withdrawal of the transfer);

6.7.1.5. To notify the recipient as to the code of the Cash M transfer and that the funds may be drawn within 7 (seven) days (168 hours) as of the initiation of the transfer;

6.7.2. Within 2 (two) working days, during its working hours the Bank shall be obliged to refund to the account of the Holder with the Bank any undrawn Cash M transfers, if the recipient of the transfer has not withdrawn the transfer amount within 7 (seven) days (168 hours) as of its ordering by the Authorized User or due to full or partial blocking of the transfer, after the transaction on the transfer ordered has been accounted for on the Holder's account.

6.7.3. The Bank shall block a Cash M transfer in one of the following cases:

6.7.3.1. Three errors in the entering of one code from the codes necessary to withdraw the transfer;

6.7.3.2. Expiry of the validity of the Cash M transfer (seven days or 168 hours after the transfer of the amount by the Authorized User);

6.7.3.3. In case of doubt by the Bank as to unauthorized use of the card.

6.8. For each cash withdrawal at an ATM on the territory of the country the Authorized User may order the issuance of a receipt by activating the respective service.

6.9. The Bank shall execute the transactions ordered with the Card by charging the card with the amounts due for payment in the order they have been submitted to the Bank.

6.10. The normal deadline within which the Bank shall charge the card shall be within 3 working days after an execution of a transaction in the country and within 10 calendar days after an execution of a transaction abroad depending on the type and place of the specific transaction. It shall be possible for the card to be charged within a different, longer term, depending on the timing of the submission of the request for payment by the bank, servicing the recipient of the payment. The transaction shall be recorded to the account with the value date on which the payment has been ordered by the Authorized User.

6.11. Upon execution of payment in a currency, other than the currency of the Account, the Bank shall translate the amount, using the exchange rate prevailing at BACB at the time of the charging / recording on the card. In case of transactions abroad the amount shall be translated into the amount of settlement in foreign currency and using a VISA exchange rate, after which the Bank shall convert the amount so derived into the currency of the card, applying the BACB exchange rate prevailing at the time of the accounting of the transaction.

6.12. The Holder shall pay fees and commissions in accordance with the Bank's Tariff for the transactions executed with the Card(s) and the Bank shall charge the Holder's card ex-officio with the due fees and commissions, while capitalising the charged fees through their addition to the drawn credit limit, which the Holder shall give explicit consent to by virtue of the signing of the Agreement.

6.13. The Authorized User / the Authorized User of an Additional Card may make cashless payments with and withdraw cash using the Card up to the transaction limits set by the Bank for any payment transaction, over 24 hours, over seven consecutive days and maximum number of transactions over the respective period of time (transaction limits on withdrawals / payments). The Bank's transaction limits for each type of Card shall be set out in the Bank's Tariff. In case of transfer (order) of any amount at an ATM using the Cash M service, the amount ordered shall reduce the cash withdrawal limits.

6.13.1. The Bank shall have the right to change unilaterally the Card transaction limits set under point



6.13., which shall be done through an amendment in the Bank's Tariff and which shall be announced in the bank parlours or on the Bank's website at [www.bacb.bg](http://www.bacb.bg) or in a different way at the discretion of the Bank.

6.14. The limits under point 6.13. set for the Card may be changed at the request of the Holder and following approval by the Bank. Upon a change of the limits at the request of the Holder, the latter shall pay to the Bank a fee as per the Bank's Tariff.

6.14.1. The normal term within which the Bank shall execute the Holder's instructions as to a change in the Card's parameters, shall be within 5 working days.

6.15. The Holder shall pay to the Bank Card maintenance fee in accordance with the Bank's Tariff.

6.16. Payment with contactless revolving international credit card.

6.16.1. The maximum amount, for which no entering of a PIN shall be required, shall be determined for each country by the International Card Organisation (ICO).

6.16.2. For security reasons the entering of a PIN may be required even for contactless payments below the amount set for the respective country.

6.16.3. By virtue of signing these General Terms and Conditions the Authorized User shall confirm that he / she has read and has agreed to the type of payment, methods of ordering and execution of the transactions executed by means of a contactless revolving international credit card, he / she has consented that any contactless payment ordered with a contactless revolving international credit card the Bank shall deem allowed by the Authorized Holder and shall execute by charging the Account with the amount ordered for payment and shall transfer it to the account of the recipient of the payment.

## **VII. TERMS AND CONDITIONS FOR THE USE OF THE CREDIT LIMIT**

7.1. The Credit Limit may be used with each of the cards issued, both with that of the Authorized User and Holder of the repayment account, and with those of the Authorized Users of Additional Cards, following the signing of the Agreement with the Holder, provision of the agreed collaterals (if any) and in accordance with the provisions of these General Terms and Conditions.

7.2. During each reporting period the Holder and the Authorized Users of additional cards shall have the right to use the total credit limit up to the amount of the Current Available Credit Limit and in accordance with these General Terms and Conditions.

7.3. In the cases when the drawn and outstanding credit limit does not comply with the rules for the application of a grace period, the Holder shall owe the contractual interest.

7.4. The Holder, in his / her capacity as Borrower, shall be liable to pay all amounts due on the drawn and outstanding credit limit, including through the additional credit cards issued, along with the interest due, penalty for any delay, fees, commissions and charges, if any.

## **VIII. INTEREST, FEES AND COMMISSIONS**

8.1. The Holder shall have the right to Grace period of up to 50 days for all transactions executed up to the amount of the available credit limit, reported during one reporting period. The Holder shall have the right to Grace Period only if by the due date he / she has repaid the total amount due (amount due for full payment) formed during the respective reporting period and any liabilities from prior periods (if any).

8.1.1. In case of non-repayment of the full amount of the liabilities under the provisions of point 8.1. above, the Holder shall pay the Bank the contractual fixed annual interest, at an amount in accordance with the Bank's Tariff. Interest on the amounts due shall be charged based on the actual number of days, based on a year of 360/360 days, while the interest on the outstanding amounts shall be charged on each individual transaction / fee charged, as of the date of the execution of the transaction until the date of the repayment. In case of partial repayment on the Repayment Account, the repayment of the liabilities shall be made in the following order: interest on exceeded credit limit (if any), exceeded credit limit (if any), interest overdue (if any), instalments overdue (if any), fees, commissions, regular interest, transactions for payment for goods and services, etc. and other payments, transactions for

cash withdrawals.

8.1.2. The Bank may capitalise the interest charged by adding them to the drawn credit limit, which the Holder shall give his / her explicit consent by virtue of the signing of the Agreement.

8.2. The Holder shall be obliged to pay to the Bank, in accordance with the Tariff, the interest and fees related to the Agreement and these General Terms and Conditions

8.3. By virtue of the signing of the Agreement the Holder shall give his / her explicit written consent that the Bank shall collect from the balance on the Repayment account any amount due, including the MRI, interest and fees in accordance with the Agreement and these General Terms and Conditions.

8.4. The annual cost percentage stated in the Agreement has been calculated in accordance with the Consumer Loan Act and under the following assumptions: a) The Agreement shall be valid for a term of at least 12 months and the Holder shall perform his / her responsibilities in accordance with the terms and conditions and deadlines set in the Agreement and these General Terms and Conditions; b) The interest and the other costs shall be unchanged as compared to their initial amount and shall apply until expiry of the term under item a); c) The total amount of the extended credit limit shall be drawn immediately and fully; d) The credit limit shall be drawn as a lump sum on the earliest date possible after the signing of the Agreement; e) The fully drawn credit limit shall be repaid in 12 equal monthly instalments.

8.5. The total amount due by the Holder shall be equal to the sum of the drawn but outstanding amount on the credit limit, the annual interest due on the drawn amounts and the remaining costs due by the Holder in accordance with the Bank's Tariff.

#### **INFORMATION AND REPORTING**

9.1. After the expiry of the reporting period the Bank shall make available to the Holder a Statement on the card in written form and on lasting carrier. The Bank shall make available to the Holder the Statement on the Card for the reporting period in one of the ways listed below:

9.1.1. At the counters in the Bank;

9.1.2. Via mail to a correspondence address set out by the Holder;

9.1.3. Via e-mail to an e-mail address set out by the Holder;

9.1.4. Through the Bank's remote payment transaction channels;

9.1.5. The Bank may provide to the Holder data regarding amounts due on the Card, and other information via a call and / or SMS message to the mobile telephone set out, to an e-mail address, or in another suitable way, for which the Holder shall give his / her consent upon the signing of the Request;

9.2. Depending on the method chosen by the Holder for the receipt of the Statement, the Holder shall be deemed notified by the Bank as to the executed card payment transactions at the following point in time: a) at the counters in the Bank - the Holder shall be deemed notified on the date the Statement shall be filed in the Holder's file, while in these cases the Bank shall provide the Statement on the next working day following the date on which it has been produced at the latest; b) via mail - the Holder shall be deemed notified following expiry of 7 working days as of the date on which the Bank has sent the Statement to the address set out by the Holder; c) via e-mail - the Holder shall be deemed notified on the date on which the Bank has sent the e-mail to the e-mail address set out by the Holder; d) regardless of the method for receipt of the Statement chosen by the Holder, if the Holder is using remote banking providing an opportunity for current monitoring of all transactions in real time, the Holder shall be deemed notified immediately after the accounting of the respective transaction.

9.3. At the request of the Holder the Bank may also issue other documents concerning the transactions executed on the Account, its balance or other information, including such concerning past periods. This shall be done against a payment at an amount set out in the Bank's Tariff.

9.1.3. The Holder shall be obliged to archive the Statements received on his / her lasting carrier over a period of time sufficient for information purposes.

9.4. For the issuance of other statements on a credit card, statements for different or past periods and

provision, at the request of the Holder, of information with different regularity or volume, the Holder shall owe the Bank a fee in accordance with the Bank's Tariff.

9.5. The Holder shall be obliged to notify the Bank forthwith, if he / she has not received a Statement on the card, which Statement should have been received over the period of time normally required thereto, in accordance with the communication method chosen.

9.6. The Holder shall be obliged to read immediately the content of the Credit Card Statement received and to notify the Bank in case of finding of any discrepancies, without delay, under the procedure and terms and conditions for the filing of objections in accordance with these General Terms and Conditions.

9.7. If the Bank does not receive a written objection within 45 days as of the date of receipt of the Statement, the Holder shall be deemed to have received and approved the Credit Card(s) Statement. Notification of the Bank thereafter shall be deemed without having any grounds.

9.8. In order to achieve better awareness to the Authorized User, as well as for the purpose of reducing the risk of unauthorized transactions / fraud, BACB shall give the right of choice and taking advantage of the Bank's service - SMS notification upon each transaction, which the Holder has consented to explicitly in the Request for the Issuance of a Credit Card, and for which the respective fee shall be paid as set out in the Bank's Tariff.

#### **X. REPAYMENT OF LIABILITIES ON THE CREDIT CARD**

10.1. Every month until the due date or on the next working day, if the due date shall fall on a non-working day, the Holder shall be obliged to deposit to his / her Repayment Account the minimum repayment instalment set out in the Credit Card Statement. The fact that the Holder has not received the Statement shall not relieve him / her of the obligation to pay any amount due within the deadline set.

10.1.1. The Bank shall have the right to unilaterally change the minimum repayment instalment (hereunder referred to as the MRI) by notifying the Holder in advance by virtue of the Credit Card Statement or otherwise as appropriate.

10.2. The Holder shall have the right to repay fully the Credit Limit used at any time during the validity of the Agreement, without owing any fees thereto.

10.3. Upon termination of the Agreement, on whatever grounds, the Holder shall be obliged to repay forthwith all liabilities on the credit card, including costs, fees, interest and principal. The Holder shall be obliged to secure sufficient funds on the repayment account to cover also all of the payments delayed over time.

10.4. The repayment amount should be deposited with a cashier or transferred to the Repayment Account in order to repay a credit card liability. The Bank shall not be obliged to withdraw ex-officio amounts from other accounts of the Holder by or on the due date and the availability of funds on other accounts of the Holder with the Bank shall not represent repayment of their due payables on the card, unless explicitly agreed between the parties and unless the Holder has stated in advance in the Request for the Issuance of a Credit Card his / her consent, on the grounds of art. 21 of Ordinance No 3 of BNB, as to repayment of his / her card liabilities through ex-officio collection by the Bank of any amount due on the card from payment accounts opened with the Bank in the name of the Holder. In case of preliminary consent given by the Holder as to ex-officio collection of the amounts due by the Bank, such ex-officio collection shall be made on the 5th day of the current month over the term of the Agreement, and if the 5th day of the current month over the term of the Agreement shall be a non-working day, the Bank shall collect the amounts due ex-officio on the first working day thereafter.

10.5. The Holder shall have the right to repay partially or fully the amount due. The loan shall be considered regular, if the Holder has repaid at least the MRI by the due date. Any proceeds received on the repayment account shall be used to repay any past due liabilities first (if any) and then all other liabilities in compliance with the procedure adopted thereto. The funds available to the Holder for use via the card shall be taken in increase of the amount of repaid transactions, as well as any balance of own funds deposited in excess of the amount of the liability (if any). When the amount repaid shall

be lower than the MRI due the Holder shall be deemed to have fallen in default. Upon full repayment of the total amount due and remainder of own funds, such own funds shall be available for use in addition to the credit limit. The Holder shall have the possibility to repay any amount between the MRI and the total amount due.

10.6. The following order of repayment shall be applied in the repayment of the amounts due: interest on exceeded credit limit (if any), exceeded credit limit (if any), interest overdue (if any), instalments overdue (if any), fees, commissions, regular interest, transactions in the commercial outlets, transactions related to cash withdrawals.

10.7. In case of default the Bank shall have the right to collect ex-officio all of its receivables under the Agreement and these General Terms and Conditions from all payment account opened with the Bank in the name of the Holder (including current, savings and deposit and other accounts). By virtue of the signing of the Request for the Issuance of a Credit Card and the Agreement, the Holder shall give his / her prior irrevocable written consent to ex-officio collection on the grounds of Ordinance No 3 of BNB, on the grounds of which in case of default the Bank shall have the right to collect receivables due under the Agreement by charging ex-officio any payment accounts of the Holder in national and foreign currency, opened with the Bank, including, as necessary, through the purchase of foreign currency, respectively conversion at the exchange rate prevailing in the Bank on the transaction date.

10.8. During the validity of the Agreement the Bank shall allow full early repayment of the debt, without revolving, provided all fees, interest and principal due have been repaid and the Holder has filed a request for the cancellation of the card used. The Holder shall not owe early repayment fee.

#### **10.9. Repayment through ex-officio collection under the provisions of Ordinance No 3 of BNB**

10.9.1. By virtue of the Request for the Issuance of a Credit Card the Holder shall give his / her written consent in advance as to ex-officio collection by selecting "Consent for repayment of liabilities through ex-officio collection" from a current account with BACB set out by the Holder and the Holder shall state one of the options for monthly and automatic repayment of his / her liabilities: MRI or the total amount due, specified in the most recent Credit Card Statement issued by the Bank. By making this choice the Holder shall order the Bank to make in his name monthly and automatic repayment of the Holder's liabilities, provided there are sufficient funds available on the Holder's current account and without any need for further confirmation.

10.9.2. On the due date the Bank shall look for the amount due for repayment in the current account of the Authorized User, specified by the Holder, and if an amount equal or lower than the amount due shall be available on this account, the Bank shall transfer it to the Holder's repayment account. In case of transfer of an amount, equal or higher than the MRI, the Holder shall have complied with the Bank's repayment terms and the Holder's loan shall be assigned with "regular" status.

10.9.3. If the current account of the Authorized User shall be in a currency other than the currency of the Repayment Account and the currency of the card, respectively (and if it is in any of the following currencies: BGN, EUR, USD) the system shall translate the liability in the currency of the Repayment Account applying the exchange rate of the Bank prevailing on the date when the currency exchange has taken place.

10.9.4. If there are past due liabilities on this or other loans from BACB the Bank shall collect them as a first priority from all of the Holder's accounts that are not subject to any special terms and conditions. Upon seeking simultaneously from the current account of the Authorized User of the amount for ex-officio collection for automatic repayment of the credit card liabilities and past due amounts of other loans with the Bank on the 5th day of the month, the sequence in which liabilities to the Bank shall be repaid shall be in compliance with the provisions of art. 76 of the Obligations and Contracts Act.

#### **XI. DEFAULTS**

11.1. In case of non-repayment of the minimum repayment instalment or repayment of an amount lower than the minimum repayment instalment by the due date during the respective reporting period

the Holder shall fall in default and shall pay to the Bank penalty interest for delay on any amount past due amounting to the legal interest set out in accordance with the effective legislation over the period of delay until full repayment of such overdue liabilities.

11.2. The Authorized User shall have the right to make payments with the Card solely up to the extended Available Credit Limit during the respective reporting period. In case of excess over the Available Credit Limit on the Card, despite the reasons thereto. The Holder shall be obliged to repay the amount by which the limit has been exceeded forthwith. In this case the Holder shall pay to the Bank the interest under point 8.1.1. on the excess over the Available Credit Limit over the days of delay, plus compensation for exceeding the credit limit amounting at the legal interest, plus a one-off fee for exceeding the credit limit in accordance with the Bank's Tariff. The Bank shall charge ex-officio on the Card the amount of the compensation and the respective fee on the last day of the reporting period and shall include these in the next Card Statement.

11.3. If the Holder shall not make any payment due on the credit card over more than 30 (thirty) calendar days following the date on which such payment has become exigible, the Bank shall automatically block the use of the Card(s). The Card shall be blocked on the 31st day as of the occurrence of the default. If the Client has not made the MRI by the 62nd day after the due date, the liability on the credit card shall be due for early repayment on the 62nd day. In case of early exigibility the Holder shall pay to the Bank penalty for delay amounting to the legal interest on the outstanding portion of the debt. The Bank shall not allow for repayment of liabilities from an available, undrawn credit limit.

The Card(s) shall be unblocked following repayment of any liabilities past due.

11.4. If the Holder shall not repay any due payable, the Bank shall have the right to block all of the Cards issued to the Holder and to undertake immediate steps for forced collection of the amounts due and exigible, including via the court.

11.5. The Bank shall keep its right to block the Card at any time, without prior notice to the Authorized User, in case of doubt as to fraud or any other illegal acts.

## **XII. RIGHTS AND OBLIGATIONS OF THE HOLDER / THE AUTHORIZED USER**

12.1. The Holder / Authorized User shall be obliged:

12.1.1. to keep the Card with the care of a good owner and use it only personally in accordance with the terms and conditions on its issuance and use, in compliance with the security measures and the provisions of these General Terms and Conditions;

12.1.2. to use the extended Credit Limit solely for the purposes and in the manner set out in these General Terms and Conditions;

12.1.3. to repay his / her liabilities on the Credit Limit drawn within the deadlines envisaged thereto;

12.1.4. to repay forthwith the excess amount in case of exceeded Credit Limit;

12.1.5. to pay all fees, interest and other costs due to the Bank, related to the use of the Card, in accordance with the Bank's Tariff and these General Terms and Conditions;

12.1.6. to notify the Bank forthwith in case of any change in his / her contact information: address / e-mail / or mobile telephone number contained in the Request for the Issuance of a Credit Card and / or the Agreement; Otherwise all notices, communications and other sent by the Bank to the address / e-mail or mobile telephone number (via SMS) set out in the Request and the Agreement shall be deemed duly served upon their sending;

12.1.7. to notify the Bank forthwith upon the occurrence of any event, which shall create objective impossibility or which shall case doubt in any way as to his / her ability to perform his / her obligations under the Agreement and these General Terms and Conditions;

12.1.8. to secure coverage to repay the Credit Card liabilities, including through the loan extended;

12.1.9. to provide any information and documentation required for the purpose of bank control upon request by the Bank;

12.1.10. to notify the Bank forthwith in case of:

- destruction, loss, theft, another deprivation, forgery or use in any other illegal way of the Card, as

well as disclosure of the customised security means (PIN, Dynamic and Static Internet Payment Password, Additional Security Code) by any third party;

- making any Card payment transaction by the Authorized User that is not allowed;

- an error found by him / her in the recording of the Card transactions by the Bank;

12.1.11. to undertake any reasonable actions to keep the customised security tools of the Card as stated in point 5.3. in these General Terms and Conditions.

12.1.12. The Holder and the Authorized User shall also have all other obligations under these General Terms and Conditions.

12.2. The Holder / Authorized User shall have the right:

12.2.1. To execute transactions with the Card in accordance with Section VI of these General Terms and Conditions up to the credit limit, but not exceeding the transaction limits set by the Bank or explicitly agreed with the Bank;

12.2.2. To repay the drawn credit limit at any time;

12.2.3. To request a change in the parameters and transaction limits on the main and the additional cards by filing a request with the Bank;

12.3. Right to cancellation.

12.3.1. Within 14 calendar days as of the date of the signing the Holder shall have the right to withdraw from the Agreement, without owing any compensation or default, and without stating any reason thereto, by filing on site or sending by mail or courier written notice to the Bank, to the correspondence address set out in the Agreement.

12.3.2. The withdrawal of the Holder from the Agreement shall enter into force and the Agreement shall be terminated provided the notice has been given within the deadline and in accordance with the procedure set out in point 12.3.1. and that the Holder has returned / has caused the return to the Bank of the Cards issued to the Account, has repaid the full amount of the credit limit used, including any payments received by the Bank following the sending of the cancellation notice, respectively after the return of the cards to the Bank, has paid the interest due and accrued over the period as of the date of the drawing of funds from the limit until the date of their repayment, as well as any costs due by the Bank to any third party (public administrative authorities) in relation to the extension, collateralisation and repayment of the credit limit without undue delay and not later than 30 calendar days as of the date on which the notice under point 12.3.1. has been sent / filed.

12.3.3. In case of cancellation of the Agreement by the Holder, the Bank shall not be obliged to refund any fees and commissions collected to date, except as provided for by law.

### **XIII. EARLY EXIGIBILITY**

13.1. Without being obliged to give a voluntary execution term the Bank shall have the right to unilaterally announce the used credit limit fully and early exigible and to proceed to forced collection of the amounts due, in case of occurrence of any of the Default Events, without limitation on the default events set out in the applicable law:

13.1.1. The Holder has not made any payment under the Agreement and these General Terms and Conditions over a period of time exceeding 62 (sixty two) calendar days following the date on which such payment has become due;

13.1.2. If it shall be found that the Holder has provided untrue data or documents of untrue content, or that he / she has declared untrue circumstances, which became the grounds for the Bank to conclude the Agreement, if he /she shall provide untrue data during the validity of the Agreement or if he / she shall not provide the Bank with the information required by the Bank under art. 61 of the CIA or under the Consumer Loan Act;

13.1.3. If the Holder shall be in default of any of the obligations or terms and conditions under these General Terms and Conditions and / or the Agreement;

13.1.4. When the Holder, in the capacity of a sole trader or unlimited liable partner in the commercial entity, has become subject of bankruptcy proceedings;

13.1.5. Enforced execution may be required towards the Holder by third parties and / or restrictions

may be imposed (including, distraints, foreclosures, etc.) on the Holder's property and / or on the property provided as collateral on the loan, including, but not limited to:

- receipt of distraint notice from a state, public or private enforcement agent or other authority having the power to impose distraints on the accounts of the Holder or the third liable person;
- filing of claims against the Holder or the third liable person and / or against the collateral, as well as upon the initiation of enforcement proceedings against them;
- imposing of distraints or other liens on real estate owned by the Holder;

13.1.6. Upon occurrence of grounds to announce early exigibility of the receivables under any other loan agreement signed between the Bank and the Holder, as well as if the Holder has fallen in default under loan agreements signed with other credit institutions.

13.1.7. If the Bank shall deem the value of the Collateral provided on the Loan to be insufficient and if the Holder shall not secure the additional Collateral on the Loan requested by the Bank within the deadline set by the Bank, or if the Holder shall not reduce his / her liabilities under the Agreement to the amount set out by the Bank.

#### **XIV. COLLATERALS**

14.1. The Bank shall accept the collaterals agreed to in the Agreement in order to secure performance of the obligations of the Holder / the Authorized User under the Agreement.

14.1.1. The terms and conditions on the agreed collaterals shall be settled in a separate agreement.

14.1.2. The collaterals shall be released two months after the termination of the Agreement, unless another contractual or regulatory term shall exist depending on the specific collateral, but not before the repayment of all amounts due under the Agreement, including all Card(s) payments delayed over time.

#### **XV. NON-PERFORMANCE**

15.1. If the Holder shall fail to perform any of his / her obligations and / or liability under the Agreement and these General Terms and Conditions in the due time set out thereto or if the used credit limit shall be announced as fully and early exigible, the Bank shall have the right unilaterally, without being obliged to give voluntary execution term:

15.1.1. to collect ex-officio any amount due from all accounts, including deposit accounts kept in the name of the Holder with the Bank, without any court involvement, under the procedure of the General Terms and Conditions on the Provision of Payment Services, for which the Holder shall give his / her explicit consent by virtue of the signing of the Agreement;

15.1.2. if the Bank shall proceed to collection of any amount due under the provisions of this point from bank accounts denominated in a different currency, the Bank's exchange rate for the respective currency prevailing on the date of the execution of the transaction shall be applied;

15.1.3. to satisfy at its discretion from all collaterals simultaneously or from one or from some of them, as well as from all the property of the Holder under the procedure provided for by law.

#### **XVI. LIABILITY**

16.1. The Bank shall not be held liable in any way with respect to the transactions, which the Authorized User shall make payments on using the Card.

16.2. In case of non-performance of the obligations to the Bank in relation to the use of the Card the Holder / Authorized User shall not have the right to place objections, based on his / her relations with third parties.

16.3. The Bank shall not be held liable in case of unjustified refusal by third parties to accept Card payments or if a Card payment initiated by the Authorized User cannot be executed due to technical, communication or other reasons beyond the Bank's control.

16.4. The use of a Card with expired validity term, subject to return to the Bank, of a blocked or forged Card shall be forbidden and may serve as grounds to seek civil and / or penal liability via the court.

16.5. The Card may not be used for any purpose, non-compliant with the law, including the acquisition of goods or services forbidden by the effective Bulgarian law, respectively the law

effective in the jurisdiction of the Authorized User.

16.6. The Holder shall be liable as to any liability originating in relation to the issuance and use of all Cards issued to his / her Repayment Account.

16.7. The Bank shall not be held liable as to disallowed or inaccurately execution payment transactions, if it has not been duly notified in accordance with the procedure and within the deadlines set out in these General Terms and Conditions.

16.8. The Holder shall be liable as to any damage and shall suffer fully any loss, regardless of their amount, related to any forbidden payment transactions, if caused through fraud and / or due to non-performance on his / her behalf or on behalf of an Authorized User of an additional card of one or more of their obligations related to the issuance and / or use of the Card in accordance with these General Terms and Conditions (including those for the keeping of the customised security means), which the parties shall consider intentional non-performance or non-performance due to gross neglect of their obligations under art. 75 of the PSPSA.

16.9. The Bank shall not be held liable as to any damage if the Bank has received an untrue notice under point 17.1. from an individual, which on the grounds of unambiguous circumstances has been Authorized to do so and the Bank has undertaken in good faith the measures required to protect the Holder and has blocked the Card.

16.10. The Bank shall not be held liable as to any rejected transactions for reasons beyond its control.

#### **XVII. DESTRUCTION, LOSS, THEFT, USE IN ANOTHER ILLEGAL WAY OR RETENTION OF A CARD**

17.1. The Holder / Authorized User shall be obliged to notify the Bank forthwith at one of the following telephones on duty on **24-hour basis in Borica AD:**

**+359 2 8705149 or +359 2 9702600** in case of:

17.1.1. destruction, damage, retention, loss, theft, another deprivation, forgery or use in any other illegal way of the Card, as well as in case of suspicion that any third party may have found or could find out the customised security means (PIN, Dynamic and Static Internet Payment Password, Additional Security Code);

17.1.2. making any Card transaction by the Authorized User that is not allowed.

17.2. Following receipt of the notice under point 17.1. the Bank shall undertake all measures necessary to stop the use of the Card, even if the Authorized User has acted intentionally or with gross neglect, by blocking the Card for further transactions over the time required for the processing of the notice.

17.3. In case of retention of the Card by an ATM due to technical breakdown of the ATM or mechanical damage on the Card, the Authorized User shall be obliged to notify the Bank, which shall issue a new Card, following receipt of a request for re-issuance of the card.

17.4. Upon renewal of the Card due to loss, theft, damage or for another reason, the Holder shall pay to the Bank a fee in accordance with the Tariff.

#### **XVIII. TERM OF THE AGREEMENT AND TERMINATION METHODS. TERM FOR THE USE OF THE CREDIT LIMIT**

18.1. The term for the use of the credit limit shall be 3 years as of the date of the signing of the Agreement.

18.1.1. The term of the Agreement, respectively the term for the use of the credit limit, shall be extended automatically every time for a new three-year period provided neither of the parties has notified the other party as to the termination of the Agreement, under the procedure set out in art.

18.2.1. a), respectively under the procedure set out in art. 18.2.2. a) below, as well as provided that three months prior its expiry the loan is assigned with a regular status and the ex-officio assessment of the creditworthiness of the Client by the Bank shall not require any changes thereto.

18.1.2. The Bank shall keep its right not to extend the term for the use of the Credit Limit, at its own discretion, based on the ex-officio assessment of the Client's creditworthiness, while such assessment shall be made within three months prior the expiry of the term of the Agreement. If the Bank's



assessment shall be not to extend the term of the Agreement, the Bank shall have the right to block the Card forthwith, and notify the Holder in writing thereafter as to the refusal to extend the term in accordance with the procedure set out in art. 18.2.2. a) below.

18.1.3. In case of automatic extension of the term of the Agreement, respectively the term for the use of the credit limit in accordance with point 18.1.1., the Holder shall continue to use the credit limit under the interest rate conditions on the extension of a Credit Limit on a Revolving International Credit Card to Individuals applied by the Bank as at the date of the extension of the term in accordance with the Bank's Fee and Commission Tariff in effect as at the date of the extension of the term. The Holder shall be deemed informed as to the interest rate terms and conditions applied by the Bank as at the date of extension of the term of the Agreement through the disclosure of the Bank's Fee and Commission Tariff effective as at the date of the extension of the term on the Bank's website and in publicly accessible locations in the Bank's parlours. The new interest rate terms and conditions shall become effective with respect to the credit limit used by the Holder as of the date of the extension of the term of the Agreement.

18.1.4. If in case of automatic extension of the term of the Agreement the Holder shall disagree with the Bank's interest rate terms and conditions for the extension of a Credit Limit on a Revolving International Credit Card to Individuals, effective and applicable as at the date of the extension of the term, the Holder shall have the right to terminate the Agreement within two months as of the date of the automatic extension of the term of the Agreement by giving a written notice to the Bank thereto. In such situation the provisions of point 18.3. to point 18.7., inclusive, of these General Terms and Conditions shall apply. If the Holder shall not terminate the Agreement before the expiry of the term set out above, it shall be deemed that he / she has agreed to the effective interest rate terms and conditions and the Holder shall be bound by them.

18.2. The Agreement shall be terminated:

18.2.1. unilaterally by the Holder:

a) by virtue of written notice for refusal to extend the term of the Agreement, received by the Bank 30 days prior to the expiry of the current term of the Agreement and following full repayment of all liabilities of the Holder under the General Terms and Conditions and the Agreement;

b) by virtue of 30 (thirty) day written notice at any time during the validity of the Agreement and following full repayment of all liabilities of the Holder under the General Terms and Conditions and the Agreement.

18.2.2. unilaterally by the Bank:

a) by virtue of written notice for refusal to extend the term of the Agreement, sent by the Bank to the Holder within no less than 30 days prior to the expiry of the current term of the Agreement and following full repayment of all liabilities of the Holder under the General Terms and Conditions and the Agreement;

b) by virtue of 2-month written notice to the Holder;

c) without notice - in case of non-performance of a responsibility and / or liability by the Holder and / or the Authorized User of an additional card.

18.2.3. by mutual agreement between the Parties.

18.2.4. on other grounds as set out in these General Terms and Conditions and in accordance with the rules of the International Card Organisation.

18.3. The additional cards shall be closed upon the termination of the Agreement on any grounds thereto.

18.4. The repayment account of the Holder shall be closed within 63 (sixty three) days after the date of the closing of the card and the additional cards, and following full repayment of the liabilities to the Bank.

18.5. The right of the Authorized User / Holder to use the extended credit limit shall be terminated immediately: in case of notice as to termination of the Agreement by either party thereunder; with the announcement by the Bank of the credit limit as fully and early exigible, respectively upon occurrence

of any of the grounds for early exigibility.

18.6. The Bank shall have the right to terminate unilaterally the right to use the credit limit, without giving notice to the Holder, due to non-performance of any of the obligations and / or liabilities of the Holder or the Authorized Users of additional cards, undertaken under the Agreement signed with the Holder and these General Terms and Conditions.

18.7. In all cases of termination of the Agreement, respectively termination of the Holder's right to use the credit limit:

18.7.1. The Bank shall have the right to block and deactivate all cards issued, including any additional cards, on the date of the receipt, respectively on the date of sending the Agreement termination / non-renewal notice, and in the cases provided for in art. 18.1.2. the Bank shall have the right to block the Card immediately after the making of the decision to refuse the renewal;

18.7.2. The Authorized User - Holder shall be obliged to cause the return of all additional cards to the Bank by the Authorized Users;

18.7.3. The Holder shall be obliged to repay fully the debit balance formed and to perform all other obligations to the Bank, including all fees and amounts due in relation to the use of the Cards and the servicing of the account, prior to the expiry of the Agreement termination notice term;

18.7.4. All outstanding liabilities, including those received after the date of the termination of the Agreement, respectively after expiry of the term for the use of the credit limit, payments made with the Card(s) before that date shall be due by the Holder until their full repayment and the Holder shall remain liable to the Bank even after the termination of the Agreement, notwithstanding the grounds for the termination, while the Bank shall be entitled to collect such amounts due, respectively to satisfy itself, as provided for in these General Terms and Conditions.

#### **XIX. VALIDITY OF THE CARD**

19.1. The validity term of any of the Cards issued to the Account shall be 3 (three) years as of their issuance. The validity term shall be imprinted on the card and shall expire at the end of the month / year stated.

19.1.1. The Bank shall issue ex-officio a new Card upon expiry of the validity term of the Card. The Holder may receive his / her new Card, not earlier than 10 (ten) days prior to the expiry of the Card validity term, at an address supplied by the Holder for receipt of the card or in any of the ways set out herein above in these General Terms and Conditions. If the Holder does not wish a new Card to be issued, he / she shall notify the Bank thereto in writing, not later than 30 (thirty) days before the date of the expiry of the Card validity term. The Holder / Authorized User shall be obliged to update the address for the receipt of the card within the same deadline. The Bank shall keep its right not to renew any of the Cards issued to the Holder, including the additional ones, without having to state any reasons thereto.

19.1.2. The rules set out in point 4.2. to point 4.13. of these General Terms and Conditions shall apply upon the issuance of a new Card.

#### **XX. BLOCKING AND DEACTIVATION OF THE CARD**

20.1. The Bank shall have the right to block the Card under the following circumstances:

20.1.1. at the request of the Holder and / or the Authorized User(s) of additional card(s), only with respect to the additional card(s) issued in his / her / their name. Without the consent of the Authorized User of an additional card the Holder shall have the right to block or deactivate the Card of this Authorized User. The additional card shall be deactivated automatically upon termination of the Agreement with the Holder;

20.1.2. upon distraint on the Holder's accounts in accordance with the procedure provided for by law;

20.1.3. for objective reasons, related to:

a) the security of the Card;

b) doubt as to disallowed or illegal use of the Card;

c) use of the Card for the purpose of fraud;

d) in case of significantly heightened risk that the Holder would fail to perform his / her obligations

under the Agreement and / or in case of excess over the Credit Limit;

20.1.4. in case of death or placement of the Holder and / or the Authorized Users of additional cards under judicial disability - as of the day the Bank has become aware of this circumstance; In case of death the heirs shall be obliged to present to the Bank a death certificate, certificate of lawful heirs and other documents required in accordance with the law, and they shall be obliged to return the Card to the Bank, which the Bank shall destroy;

20.1.5. upon receipt by the Bank of a written notification / notice from the Holder as to termination of the Agreement; upon announcement by the Bank of the Credit Limit extended fully due for early repayment, respectively upon occurrence of the grounds for early exigibility, as well as in case of an obligation for the Authorized User to return the Card to the Bank on other grounds;

20.1.6. automatically upon three consecutive entries of wrong PIN / automatically upon repeated consecutive entries of wrong Dynamic and Static Internet Payment Password;

20.1.7. non-compliance with these General Terms and Conditions and the rules of the International Card Organisation;

20.1.8. upon the occurrence of the events set out in the law or in these General Terms and Conditions.

20.2. The Bank shall notify the Holder as to the blocking of the Card(s) in the cases set out in point 20.1.3. and the reasons requiring such blocking, before the blocking, if possible or immediately thereafter at the latest, unless provision of such information shall not be allowed due to security concerns or for compliance with regulatory requirements.

20.3. A Card blocked in the cases set out in point 20.1.2., 20.1.3., 20.1.7. shall be unblocked ex-officio by the Bank following cancellation of the grounds, and in all other cases the Card shall be unblocked by virtue of written request by the Holder or the Authorized User of an additional card - solely with respect to the additional card, filed with the Bank's office, or via the remote payment transaction channels and following payment of a fee in accordance with the Bank's Tariff.

20.4. The Bank shall deactivate the issued Cards, including any additional ones issued, upon termination of the Agreement, as well as in the cases when the Card has been blocked in accordance with point 20.1.5., and in case of a Card blocked under point 20.1.4. - after the Bank has accepted the written notice by the heirs, respectively by the appointed custodians or guardians; the Bank may deactivate an issued Card also in other cases explicitly provided for by law and in these General Terms and Conditions.

20.5. The Bank shall not be held liable as to any damage caused as a result of the blocking and / or deactivation of the Card in accordance with these General Terms and Conditions.

## **XXI. PERSONAL DATA PROTECTION**

21.1. Personal data that the Holder / Authorized User / Third Liable Person shall provide to BACB AD in relation to and upon the signing of an Agreement under these General Terms and Conditions, shall be processed and stored by BACB AD in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Detailed information as to the data that identify BACB AD as personal data administrator and the contact details of the data protection officer, the objectives and legal grounds for the processing of the personal data, including when such processing shall be required for the purpose of protecting BACB AD legitimate interests; categories of personal data recipients; the period of time over which personal data shall be kept; the data subjects' rights in relation to the processing of personal data by BACB AD, as well as information as to how they can be exercised and any other information that the Regulation on the protection of personal data requires to be provided to the clients, is contained in the Personal Data Protection Policy of BACB AD and in a Notice to the Clients of Bulgarian - American Credit Bank AD regarding the protection of personal data (Privacy notice), which are available and disclosed at [www.bacb.bg](http://www.bacb.bg) and in BACB AD offices.

21.2. By virtue of the signing of the Agreement and these General Terms and Conditions the Holder

/ the Authorized User / the Third Liable Persons shall declare that:

a) he / she / they have been informed regarding the personal data protection at Bulgarian American Credit Bank AD, including through the access given to the Privacy notice, at [www.bacb.bg](http://www.bacb.bg) and in the offices of BACB AD.

b) he / she / they are providing voluntarily their personal data in relation to the signing of the agreement under these General Terms and Conditions, the exercising of the rights and the performance of the obligations under the Agreement and the General Terms and Conditions and in view of the full repayment / collection of all receivables due to the Bank under the agreement;

c) he / she / they shall give explicit consent and shall authorise the Bank to make any enquiries and checks, to require and receive from third parties, including electronically, schedules and information regarding his / her personal data, processed by third parties in their capacity as personal data controller, including, but not limited to, from the Central Credit Register, credit registers and bureaus, NRA, NSSI, NHIF, Population National Database at the MRDPW, etc.

d) he / she / they shall give their explicit consent and shall authorise the Bank to provide to the national card operator Borica AD, as well as to mobile, system and other operators servicing payments and processing data in the country and abroad, information as to the assets, transactions and other data concerning the balance on the card account, including data as to the funds and limits on the card and that he / she / they are informed that the Bank shall provide personal data of the Authorized User and of the Holder to the above-mentioned third party categories for the purpose of performing its rights and obligations under the Agreement and under the General Terms and Conditions;

e) By virtue of the signing of the agreement and these General Terms and Conditions he / she / they shall give their explicit consent that the Bank shall freely assign / transfer for collection its receivables under the agreement to third parties and that he / she / they are informed that in relation thereto the Bank may provide personal data of the Authorized User and of the Holder to the third parties the Bank has assigned / transferred for collection its receivables.

## **XXII. MISCELLANEOUS PROVISIONS**

22.1. If the card currency shall be Bulgarian lev, upon change of the official exchange rate of the Bulgarian lev to the Euro, in accordance with art. 29 of the BNB Act, the Bank shall restate and adjust the balance due on the used credit limit in accordance with the new exchange rate, while the adjusted debt (principal and interest due) in Bulgarian lev shall be equal to the amount due by the Holder, denominated in Euro on the date preceding the entering into force of the change in the official exchange rate, restated applying the new Bulgarian lev / Euro exchange rate.

22.2. In case of increase in the exchange rate of the dollars, if the currency of the card is in dollars (USD) and respectively the extended credit limit is in dollars, and provided the sources of income of the Authorized User, who is identical with the Holder - shall be in local currency or in currency, other than the currency of the card and respectively the credit limit, the Bulgarian lev equivalent of the liabilities on the credit limit used shall be increased proportionally to the increase in the exchange rate.

22.3. The Holder's liabilities shall be found on the grounds of the entries in the Bank's accounting ledgers. The entries concerning all transactions executed with the Card shall represent accounting documents in the meaning of the Accountancy Act and shall be deemed to be accurate until proven otherwise.

22.4. The archives kept by the Bank of the orders for the execution of transactions and the other information shall be accepted as ultimate evidence as to their content, as well as to the time when submitted or executed.

22.5. In relation to the use of the payment services offered by the Bank, for security reasons the Holder / Authorized User shall agree to be photographed using technical devices and the telephone calls to be recorded by the Bank, while in case of a dispute the Bank shall have the right to use the recordings as evidence.

22.6. The Bank, at its own discretion, shall have the right to assign its receivables from the Holder

to any third party. In this case the Holder shall have the right to place any objections he / she has had against the Bank before such third party.

22.7. Upon any such assignment of receivables the Holder shall give his / her consent and shall authorise the Bank to provide the new creditor with any information, related to the Agreement, including such representing bank secret.

22.8. If the Bank's receivables under the Agreement have been assigned to a new creditor, the Holder shall give his / her irrevocable and unconditional consent that the Bank may collect on behalf of the new creditor all amounts exigible under the Agreement - principal, interest, penalty interest, commissions, fees and charges, in accordance with the Bank's ex-officio collection procedure.

### **XXIII. AMENDMENTS IN THE GENERAL TERMS AND CONDITIONS**

23.1. The Bank shall have the right to unilaterally amend and supplement these General Terms and Conditions and the Tariff at any time, under the provisions of the Payment Services and Payment Systems Act (PSPSA), for which the Bank shall give the users written 2-month (two month) notice in advance, prior to the entering into force of the respective amendment, through announcement in its bank parlours or on its website at [www.bacb.bg](http://www.bacb.bg), or in the Card Account Statement, or using another lasting carrier as deemed fit by the Bank.

23.2. If the Holder shall not agree with the amendments he / she shall have the right to terminate the Agreement forthwith, before the date proposed for the entering into force of the amendments, by giving written notice as provided for in Section XVIII of these General Terms and Conditions, following full repayment of his / her liabilities to the Bank. If the Holder shall not terminate the Agreement by the date of entering into force of the amendments, it shall be deemed that the Holder has agreed to the amendment and he / she shall be bound by them.

23.3. Changes in the interest rates and exchange rates resulting from changes in the reference exchange rates and interest rates applied in their definition, shall become effective immediately and without further notice to the Holder. The Bank shall make available such changes to the Holder by announcing the applicable interest rates and exchange rates in its bank parlours, or on its website, or on another lasting carrier, unless another deadline or method, which the information should be made available to the Holder has been agreed between the parties under the Agreement.

23.4. The amendments in the General Terms and Conditions related to expansion in the scope of the services, as well as the fees and / or the terms and conditions of the payment services provided, shall apply immediately and without prior notice, when more favourable to the users.

23.5. Amendments in the legislation, regulating the relations stipulated in these General Terms and Conditions shall be mandatory to the Bank and the Client as of the time of their entering into force.

### **XXIV. CORRESPONDENCE ADDRESS**

24.1. Communications between the parties shall be in Bulgarian language (unless otherwise agreed to), in writing to the addresses of the Bank, the Holder and the Authorized User of an additional card, stated in the Request for the Issuance of a Card and / or in the Agreement. All notices exchanged between the parties may be in writing, to the specified addresses, by fax and / or e-mail, or through the Bank's remote channels.

24.2. The Holder shall be obliged to notify the Bank forthwith as to the new contact data in case of change in the permanent or current address, e-mail, mobile telephone number and / or other data set out in the Request for the Issuance of a Card and / or in the Agreement. Otherwise all notices, invitations, and communications sent by the Bank to the most recent permanent / current address and / or e-mail, and / or mobile telephone number set out by the Holder shall be deemed served.

The Bank shall not be held liable if the mobile operator or the service provider does not transmit in due time or does not at all secure transmission of the SMS or another type of message sent to a mobile telephone or another mobile device, as well as in the cases, when due to circumstances, not dependent on the Bank, an SMS or another message is not sent, respectively received, or is not received in due time.

24.3. In case of court proceedings related to a dispute arising in relation to the signing, performance,

interpretation or termination of the Agreement and these General Terms and Conditions, the addresses of the parties set out in the agreements shall be considered addresses for the court in the meaning of the Civil Procedure Code for the purpose of serving summons and notices from the court, unless the respective party shall not notify explicitly the other party as to a change in their address. The Bank shall not be held liable to the Holder as to any damage caused in case of non-notification or notification not received in due time.

## **XXV. OBJECTIONS, DISPUTES AND APPLICABLE LAW**

25.1. The Holder / Authorized User shall have the right to file written objections in relation to the use of the Card and the execution of payment transactions therewith. In case of disallowed payment transaction, inaccurate or erroneous execution of a payment transaction by the Bank, the Holder may file written objection (complaint) to the Bank. The Bank shall make a decision and shall notify the Holder in writing with respect to any filed objection within 14 days as of its filing, following the procedure provided for in BACB Client Complaints Management Policy available on the Bank's website. By exception, when the Bank shall be unable to make a decision within the 14-day term as of the filing of the written objection, due to reasons beyond the Bank's control, the Bank shall send to the Holder a reply stating the reasons for the delay, as well as the deadline within which the Holder shall receive the decision on the complaint filed by him / her. The deadline for the receipt of a decision may not exceed 35 working days as of the filing of the complaint.

If the Bank shall not pronounce a decision on the objection, as well as in the cases when the Bank and the Holder shall fail to reach an agreement or when the Bank's decision shall be unsatisfactory for the Holder, the dispute shall be taken to the Payment Disputes Conciliation Committee existing at the Commission for Customer Protection at the following address: the city of Sofia, 1000, 4A, Slaveykov square, fl. 3, telephone: + 35929330577; fax: +35929884218; e-mail: [adr.payment@kzp.bg](mailto:adr.payment@kzp.bg); website: [www.kzp.bg](http://www.kzp.bg) and <http://abanksb.bg/pkps> or to the competent Bulgarian court.

The Holder's / Authorized User's objections as to payments made on the territory of the country shall be considered in accordance with the provisions of the effective Bulgarian legislation.

The Holder's / Authorized User's objections as to payments made abroad (chargeback) shall be considered in accordance with the procedure set out by VISA Card Organisation.

25.2. The Holder / Authorized User shall be obliged to notify the Bank without undue delay, immediately after becoming aware of a disallowed or inaccurately executed payment transaction, but not later than 13 months as off the date of the charging of his / her account. This deadline shall not apply when the Bank has not fulfilled its obligation to provide an account statement.

25.3. In the cases of a disputed payment the Bank shall be obliged to undertake all steps necessary to protect the interest of the Holder / the Authorized User.

25.4. In case of disallowed payment transaction the Bank shall refund the amount of such transaction to the Holder and when applicable, shall recover the payment account in the condition which it has been in prior to the execution of the disallowed payment transaction. Refunding shall be made following receipt of the notification from the Holder as to disallowed or inaccurately executed payment transactions, within the deadlines set by the existing regulations. The value date for the charging of the payment account of the payer shall not fall later than the date on which the disallowed payment transaction has been charged on the account. The provision of this article shall not apply and the Client shall suffer the losses related to any disallowed payment transactions, resulting from the use of a lost, stolen, or illegally acquired payment instrument, up to the maximum amount of BGN 100.

25.5. If the Holder shall claim that he / she has not allowed the execution of the payment transaction or that the transaction has been executed incorrectly, the Bank shall bear the burden of proof to establish its authenticity, its registration and accounting, as well as that the transaction has not been affected as a result of a technical breakdown or another deficiency in the service, provided by the

Bank.

25.6. The Holder shall bear all losses, despite their amount, related to disallowed payment transactions, when the Holder has caused them through fraud, intentionally or due to gross negligence, or by virtue of non-performance of one or more of his / her obligations under art. 75 of the PSPSA, intentionally or due to gross negligence as well as under art. 12.1 of these General Terms and Conditions. In such cases the payer shall suffer the damage, regardless of their amount.

25.7. Following notification by the Holder / Authorized User to the Bank in relation to loss, theft, misappropriation or disallowed use of a payment instrument / customised security means, made immediately after the Holder / Authorized User has become aware of it, the Holder shall not suffer any substantive damage resulting from the use of such payment instrument / customised security means, except in the cases when the Holder / Authorized User has acted fraudulently.

25.8. The Bank shall not be held liable as to any damage caused by the use of a payment instrument, if the Bank has followed the orders of the Holder / Authorized User, prior to being notified by him / her as to the destruction, loss, illegal deprivation, forgery or use in an illegal way of a payment instrument / customised security means, that has resulted to illegal use of the respective payment instrument or access to payment account.

25.9. The Bank shall not be held liable as to executed orders, instructed by the Holder / Authorized User, the rights and / or powers of whom have been changed and the Bank has not been duly informed thereto, as well as in the cases when the Holder / Authorized User have not complied with their obligations under these General Terms and Conditions.

25.10. If it shall be found that the Holder's / Authorized User's objections have grounds, the Bank shall refund the disputed amount to the Account. In case of ungrounded or unjustified objection against a Card transaction the Holder shall pay to the Bank a fee in accordance with the Tariff.

25.11. The Holder shall have the right to file written objections in relation to the extended credit limit in accordance with the Bank's procedure for the filing of objections and dispute resolution. The Bank shall be obliged to make a decision on any written objection / compensation claim filed with it in relation to the credit limit extended to the Holder and to notify the Holder in writing as to its decision on each specific objection / compensation claim within 30 (thirty) days as of the date of its receipt. The notice shall be served personally to the Holder or shall be sent to the permanent or current address or the e-mail address set out by the Holder in the Loan Agreement. The objection / compensation claim shall be filed in two identical copies at the records keeping department of the respective bank office / branch where the Agreement has been signed. One copy of the objection with the incoming number assigned by the Bank shall be provided / returned to the Borrower. The Bank shall not consider objections / compensation claims made anonymously, verbally, on the phone or by e-mail.

25.12. The Holder shall have the right to notify the Sector Conciliation Committee reviewing disputes in the area of financial services, including in case of rendering of remote financial services related to the extension of consumer and mortgage loans to the Commission for Consumer Protection at the following address: the city of Sofia, 1000, 4A, Slaveykov square, telephone: +359 2 933 06 03; e-mail: [adr.payment@kzp.bg](mailto:adr.payment@kzp.bg); website: [www.kzp.bg](http://www.kzp.bg)

25.13. The respective regulations of the effective Bulgarian and European legislation, and where applicable - the effective rules of the International Card Organisation (VISA) shall apply to all matters not settled in the Agreement and in these General Terms and Conditions.

25.14. All disputes arising between the parties in relation to the performance or interpretation of the Agreement and these General Terms and Conditions shall be resolved by mutual agreement between the parties, and if the parties shall fail to reach agreement, either party shall have the right to take the dispute for resolution before the competent Bulgarian court.

## **XXVI. DECLARATIONS**

26.1. By virtue of the signing of the Request for the Issuance of a Credit Card and the Agreement the Holder shall declare that:

26.1.1. The information and documents provided by the Holder in relation to the signing of the

Agreement are real, true and comprehensive;

26.1.2. He / she has read these General Terms and Conditions, the Tariff and the Interest Rate Bulletin of the Bank, as well as the other documents under art. 1.4. of these General Terms and Conditions, that the latter have been provided to him / her on a lasting carrier, through their publication on the Bank's website, and he / she shall declare that he / she accepts these as mandatory in his / her relations with the Bank, and that he / she has been informed and agrees that in case of amendments in the General Terms and Conditions, in the Tariff or in the Interest Rate Bulletin, the Bank shall notify the Holder as to any such amendments through their dissemination at visible locations in the Bank's parlours and on the Bank's website;

26.1.3. He / she is not party to any court, arbitration or administrative proceedings, and that he / she is not aware of any upcoming or potential substantive claims by third parties that might have material adverse impact on his / her ability to perform his / her obligations under the Agreement and these General Terms and Conditions;

26.1.4. No event has occurred and no event is expected to occur over the foreseeable future that might have material adverse impact on his / her ability to perform his / her obligations under the Agreement;

26.1.5. He / she is obliged not to use the Card in violation of the currency regime of the Republic of Bulgaria;

26.1.6. He / she is obliged to notify the Bank forthwith and in writing in case of any change in the circumstances declared by him / her under the preceding items;

26.1.7. He / she gives his / her consent that the Bank shall provide data as to the balances, transactions and other data, including such concerning the additional card, to the respective operator in the country and / or abroad, including data as to the coverage and limits on the card(s);

26.1.8. He / she gives his / her consent that the Bank shall send via SMS, to a mobile telephone number set out by him / her, information concerning the Card, the transactions executed with the Card, and after the end of a Reporting Period, the amounts due on the due date;

26.1.9. He / she agrees to be held liable as to any liabilities resulting from the use of all Cards issued in his / her name, including the additional cards;

26.1.10. He / she agrees that the Bank shall have the right, freely and without prior notice to the Holder, to assign to any third party, fully or partially, its rights under this Agreement;

26.1.11. He / she is informed by the Bank prior to the signing of the Agreement and has been made aware of all terms and conditions of the consumer loan agreement, as well as that he / she has read these General Terms and Conditions;

26.1.12. He / she has been provided by the Bank, in advance and sufficiently early, free of charge as a hard copy or on another lasting carrier, pre-contract information related to the credit limit in the form of a standard European form in accordance with art. 5 of the Consumer Loan Act and he / she confirms that he / she has read such information.

26.1.13. He / she has informed all Authorized Users of additional cards issued to the main card and he / she has made the latter aware of their rights and obligations under these General Terms and Conditions;

26.1.14. He / she agrees to be held liable as to any liabilities resulting from the use of all additional cards issued;

26.1.15. He / she is aware that declaring untrue or incomplete facts and circumstances shall represent grounds for:

- 1) seeking liability, including substantive;
- 2) announcement of the credit limit as fully and early exigible; and
- 3) inclusion of the Holder in BNB register of non-performing debtors.

26.1.16. He / she gives his / her explicit consent to receive from the Bank "SMS messages" containing information concerning the card, the transactions executed with it, and the amount due on the due date, via: telephone call, free-of-charge "SMS messages" and e-mails to the mobile telephone number



and e-mail address set out by him / her.

26.1.17. He / she give his / her consent that Borica AD shall send him / her via SMS to a mobile telephone number set out by him / her Dynamic Password for Internet Payments upon payment transactions on the internet

## **XXVII. CONCLUDING PROVISIONS**

27.1. In case of any discrepancy between the provisions of these General Terms and Conditions on the Extension of Credit Limit on a Revolving International Credit Card and/or the agreement/s for the establishment of the collaterals, the provisions of the respective agreement shall prevail. In case of any discrepancy between the provisions of these General Terms and Conditions and the imperative provisions of the law, the effective Consumer Loan Act, the Payment Services and Payment Systems Act and the other applicable effective legislation shall prevail.

These General Terms and Conditions have been drawn up on the grounds of art. 298 of the Commercial Act and have been passed by virtue of Resolution of the Management Board of Bulgarian American Credit Bank AD of 27 September 2012, amended and supplemented by virtue of Resolution of the Management Board of 15 November 2012, Resolution of the Management Board of 20 February 2013, Resolution of the Management Board of 15 May 2014, Resolution of the Management Board of 17 July 2014, in effect as of 23 July 2014 and Resolution of the Management Board of 5 November 2015, in effect as of 4 January 2016, amended by virtue of Resolution of the Management Board of BACB AD of 14 April 2016, in effect as of 1 May 2016, and as of 23 March 2017, amended by virtue of Resolution of the Management Board of BACB AD of 5 April 2018, in effect as of 14 April 2018, amended by virtue of Resolution of the Management Board of BACB of 17 May 2018, in effect as of 25 May 2018, amended by virtue of Resolution of the Management Board of BACB AD of 28 June 2018, in effect as of 6 September 2018, amended by virtue of Resolution of the Management Board of BACB AD of 14 May 2020, in effect as of 16 June 2020.

For the Bank: .....

For the Client: .....

.....

(Signature and full names)