

# **E-BANKING GENERAL TERMS AND CONDITIONS OF BULGARIAN DEVELOPMENT BANK AD**

## **Section I.**

### **Definitions**

**Article 1.** For the purposes of these General Terms and Conditions, the terms used below shall have the following meanings:

- 1.1. The "**Bank**" is Bulgarian Development Bank AD, entered in the Companies Register under company number (UIC) 121856059, having its headquarters and registered office at 1 Dyakon Ignatii Str., Sredets District, Sofia, as a payment service provider under the Payment Services and Payment Systems Act (PSPSA), holder of Banking License No. B25/1999, issued by the Bulgarian National Bank (BNB), and updated in accordance with the Credit Institutions Act Amendment and Supplementation Act by Order RD22-2272 given on 16<sup>th</sup> November 2009 by the Governor of the Bulgarian National Bank. The activity of the Bank is regulated by the Bulgarian National Bank, 1 Knyaz Alexander I Sq., 1000 Sofia. The Bank's website is <http://www.bbr.bg/bg>.
- 1.2. "**E-banking**" is an electronic channel for the provision of banking services through payment accounts that are available online. The E-Banking service is provided through the Bank's information system available at: <https://csb.nasbank.bg/webbank/>.
- 1.3. "**Electronic Channel**" or "**Access Channel**" is a method of remote communication between the Bank and the Client, or the Authorized User, as the case may be.
- 1.4. "**Third Party Payment Service Providers**" or "**Third Party Providers**" means providers of account information services and payment initiation service providers;
- 1.5. "**Account Holder**" or "**Client**" is a natural person or legal entity user of a payment service, in whose name a payment account is opened;
- 1.6. "**Authorized User**" is a natural person specified by the Account Holder in the Details of an Authorized User of the E-banking Service Form, and:
  - 1.6.1. when the Account Holder is a natural person, he/she shall also act as Authorized User, but the Account Holder may designate any other natural person(s) authorized thereby in a special power of attorney.
  - 1.6.2. when the Account Holder is a legal entity, Authorized User shall be the natural person who is the legal representative of the Account Holder or any employee(s) thereof, authorized by an special power of attorney or any other person/s authorized by the Account Holder in a special power of attorney.
- 1.7. "**Qualified Electronic Signature**" or **QES** is a term defined in Article 3 (12) of Regulation 910/2014 "and means an advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a qualified certificate for electronic signatures;

- 1.8. "**Site**" is the web address of the Bank: <https://csb.nasbank.bg/webbank/>, which provides the Client/Authorized User access to the E-banking service.
- 1.9. "**Account**" is a payment account opened with the Bank in accordance with a Payment Service Agreement made with the Account Holder.
- 1.10. "**Payment Services**" are the services within the meaning of Article 4 of the Payment Services Act.
- 1.11. "**Payment Order**" is any order submitted to the Bank via the E-banking service instructing the Bank to execute a payment transaction.
- 1.12. "**Payment Instrument**" is a personalized device(s) and/or a set of procedures agreed between the Client and the Bank and used by the Authorized User to submit a payment order.
- 1.13. "**Username**" is a randomly selected combination of digits and letters in the Roman alphabet, initially generated by the Bank, which may subsequently be changed by the Authorized User repeatedly. The username is used to identify the Authorized User when accessing the E-banking service.
- 1.14. "**Password**" is a randomly selected combination of digits, letters in the Roman alphabet and characters, initially generated by the Bank, which may subsequently be changed by the Authorized User repeatedly.
- 1.15. "**OTP (One-time password) Code**" is a unique, one-time valid and encrypted number sent by the Bank via a short text message via a mobile network (SMS) to a mobile number specified by the Client and serves to identify the Authorized User when accessing the E-banking service and when initiating payment transactions via the E-banking service.
- 1.16. "**Login and Authentication Credentials**" is a mechanism for strong authentication of an Authorized User when logging in to E-banking and at the time of entry into force of these General Terms and Conditions is a combination of username, password, Captcha form and OTP code.
- 1.17. "**Bank Business Day**" is a day on which the Bank or the relevant payment service provider of the payee involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction.
- 1.18. "**Tariff**" is the applicable Tariff for the Terms and Conditions, Interest Rates, Charges, Fees and Commissions for Individual Clients or the Tariff for the Terms and Conditions, Interest Rates, Charges, Fees and Commissions for Sole Proprietors and Legal Entities.
- 1.19. "**Payment Service Agreement**" is an agreement made with the Account Holder for the opening of a payment account with the Bank for the purposes of executing multiple payment transactions.
- 1.20. "**Strong Authentication of an Authorized User**" is a mechanism that verifies the identity of an Authorized User based on the use of two or more elements categorized as knowledge, possession and inherence that are independent, in that the breach of one does not compromise the reliability of the others.
- 1.21. "**Personalized Security Credentials**" means personalized features provided by the Bank to an Authorized User for the purpose of authentication, such as password, username, OTP code, and classified electronic signature.

## **Section II.**

### **General Terms of Use of the E-banking Service**

**Article 2.** (1) The E-banking service can be used by clients who have a payment account(s) opened with the Bank. The Bank shall open a payment account(s) upon execution of an individual Payment Service Agreement with the Account Holder(s).

(2) The client shall explicitly indicate the accounts he/she wishes to be accessible through the electronic channel.

(3) The E-banking service shall be used after the Bank and the Client sign an Agreement for the Provision of Electronic Banking Services.

**Article 3.** (1) Via the E-banking service, the Bank shall provide to an Authorized User a remote access to the accounts of the Account Holder opened with the Bank within the following scope:

1. Active operations:

- credit transfer in BGN and foreign currency;
- payment to the budget in BGN;
- mass payment in BGN;
- cashless purchase and sale of currency;
- cash withdrawal requests;
- loan drawdown requests;
- request/consent for direct debit (immediate collection);
- information on the result of initiated payments;
- free text messages;
- giving consent for the use of third party service providers for initiating payment and providing account information;
- other

2. Passive operations:

- information on the balance of bank accounts;
- information on the movements on bank accounts;
- information on the status of Client's loans and overdrafts;
- information on interest rates, charges and exchange rates applied by the Bank;
- notification messages (for example for changes in the General Terms and Conditions, Tariff, etc.);
- other

(2) An Authorized User, who may execute active operations, may also execute passive operations but not vice versa.

**Article 4.** The Bank shall provide an opportunity to use payment services also through third party payment service providers.

**Article 5.** (1) The Bank may increase or reduce the scope of the E-banking services provided, to change any terms and conditions, incl. price, means of access through the electronic channel, registration and execution of customer orders due to changes in the relevant legislation, market conditions, for security reasons or improvements to E-banking.

(2) The Bank shall notify the Client and the Authorized User of any change made (or to be made) by displaying a notice on the Bank's premises and/or by sending an electronic message, publishing an announcement on the Bank's website, or as otherwise appropriate.

(3) The Client may change the scope of the passive and/or active operations; change Authorized Users; change the scope of an Authorized User's actions and/or limits of operations executed; change the means of signing within the scope provided for by the law and these General Terms and Conditions.

**Article 6.** (1) Payment orders shall be processed within the business hours of the Bank in accordance with such cut-off times for receiving and processing payment orders as defined in the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors, or, as the case may be, the General Terms and Conditions of Providing Payment Services to Individual Clients of Bulgarian Development Bank AD and the relevant Tariff.

(2) The Bank shall take all necessary measures to ensure secure access to the provided service and to preserve the confidentiality of the information relating to the Client/Authorized User.

(3) The Bank does not guarantee uninterrupted access to the services offered in the Internet environment. Should such access is impossible, the Client, or the Authorized User, as the case may be, must use standard ways of access to the banking services provided by the Bank.

(4) The Bank shall not be liable to the Client or to any third party for any damages that are directly or indirectly due to force majeure, which make it impossible or difficult for the Bank to perform its contractual obligations, or are the result of any damage or poor actions by the telecommunication/mobile network used by the Authorized User or the Bank. Force majeure shall be deemed to include any facts and events that are beyond the control and influence of the parties and that could not have been foreseen even with the extreme care of both parties, as well as any facts and events for the occurrence of which neither party is responsible.

**Article 7.** (1) The drawing-up and execution of the payment orders, the rights and obligations of the parties and the responsibilities in connection with a submitted payment order shall be regulated according to the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors, or, as the case may be, the Terms and Conditions of Providing Payment Services to Individual Clients of Bulgarian Development Bank AD.

(2) The information received by the Bank through the electronic channel shall have the force of a valid and binding payment order of the Client. The Client shall be liable for any adverse consequences of having an electronic document used for the purposes of any banking transaction inaccurately or incorrectly registered and confirmed.

(3) The Bank may set additional conditions for the confirmation of payment orders submitted through the E-banking service, for the purposes of security of the electronic channel, prevention of fraud or money laundering.

**Article 8.** For any transaction executed through the E-banking service, the Client shall owe such charges, fees and commissions as provided for by the Tariff for individuals or the Tariff for legal entities and sole proprietors, as the case may be.

**Article 9.** Immediately after posting a transaction instructed through the electronic channel, the Authorized User may obtain information about the transaction status. Upon request, the Client may receive from the Bank a certified copy of the payment document issued and processed through the E-banking.

### **Section III.**

#### **General Rules of Use of the E-banking Service**

**Article 10.** (1) The Client, or the Authorized User, as the case may be, shall provide the technical equipment and software necessary for the operation of the E-banking service, considering the minimum technical requirements set by the Bank.

(2) In order to improve the quality of the services provided through the electronic channel and/or to improve the E-banking security, or to fulfil any regulatory requirements, the Bank may make changes in the software programs. Should any such change require a change in the necessary equipment, operating system or Internet connection speed, the Bank shall promptly notify the Client and the Authorized User by displaying a notice in the Bank's offices and/or by sending an e-mail, making a publication on the Bank's website, or in any another appropriate manner.

(3) When using the E-Banking services provided by the Bank, the Client and the Authorized User shall comply with the E-banking User's Guide and the Security Recommendations, available at <https://csb.nasbank.bg/webbank/>.

**Article 11.** (1) The Bank shall reserve the right to change the admissible login and authentication credentials or the combination of elements in them. The Bank shall promptly notify the Client and the Authorized User of such change before making it.

(2) The Client shall be responsible for their own account and shall be bound by all actions and consequences thereof performed on the Client's behalf after receiving access to the E-banking service based on strong authentication of the Authorized User.

**Article 12.** (1) The strong authentication of the Authorized User shall be made when logging in to the E-Banking, as well as upon initiating payment transactions.

(2) The Bank may release the services provided through the electronic channel from strong authentication of the Authorized User as regulatory possible.

(3) The Bank shall not be liable when a strong authentication of the Authorized User is obligatory to complete a payment transaction, but the Authorized User cannot receive an OTP (One-time password) code due to the operation of the mobile device used by Authorized User

or the quality of the service provided by the Authorized User's mobile operator, or the Authorized User's failure to take due care.

**Article 13.** (1) To establish the identity of the Authorized User and/or to authenticate the payment transactions ordered thereby, the Bank shall require the use of the following custom security tools:

1. Password and username;
2. OTP (One-time password) code.

(2) At the request of the Client, in order to authenticate the payment transactions instructed by the Authorized User, the Bank shall allow the use of a qualified electronic signature.

(3) Upon logging in to E-Banking, the Authorized User shall identify themselves with a username, password and a one-time generated OTP (One-time password) code, received via SMS to the Authorized User's mobile phone number. As a further security measure implemented by the Bank, every time an Authorized User logs in to the electronic channel, they shall enter the symbols displayed on the page using the so-called "captcha form".

(4) To authenticate the payment transactions instructed by an Authorized User, upon establishing such Authorized User identity as provided for by paragraph 3, the following combinations shall be possible:

1. Entering a one-time generated dynamic code, received via SMS on the mobile phone number;
2. Using a qualified electronic signature and entering a one-time generated dynamic code, received via SMS on the mobile phone number.

(5) In the cases where an Authorized User gives instructions for payment transactions, or other documents are drawn up in the form of electronic documents, the use of any of the combinations referred to in subparagraph 4 shall have the effect of a legally valid electronic signature as provided for by Article 13 of the Electronic Document and Electronic Certification Services Act.

(6) Any OTP (One-time password) code generated shall have a temporary validity of fifteen (15) minutes, subject to the following restrictions: upon five unsuccessful attempts to enter an OTP code or upon generation of three OTP codes for signing an electronic document, the electronic channel shall be blocked.

## **Section IV.**

### **Access**

**Article 14.** (1) E-Banking shall be available for an Authorized User at the following electronic address: <https://csb.nasbank.bg/webbank/>.

(2) For the E-Banking, the Bank recommends to use:

1. Operating system: MS Windows 7, 8 or 10; Linux;

2. Browser: Internet Explorer 11; Mozilla Firefox.

**Article 15.** (1) To obtain access to the E-banking service, the Client shall submit to the Bank office located at 1 Dyakon Ignatii Str., Sredets District, Sofia, the following: E-banking Service Registration/Alteration Request (in the required form), Details of an Authorized User of the E-banking Service (in the required form) and a Power of Attorney with a notarized signature. If the Request is in order and the details and documents submitted are true and complete, as required, the Client shall sign an Agreement for the Provision of Electronic Banking Services ("E-banking") with the Bank and, in exchange for Client's signature, shall receive a copy of these General Terms and Conditions.

(2) By signing these General Terms and Conditions, the Client agrees that the Bank shall provide through the E-banking service to the persons authorized by the Client any information under the relevant payment service agreement about the bank account specified in the power of attorney and the transactions made therein, and any other information about account balances and movements, which is a bank secret, personal data of the Account Holder or any other information.

(3) When submitting a Registration/Alteration Request, the Client shall specify the accounts the Client wishes to be accessible through the E-banking service and specify the groups of authorized users, signing rules and signing requests. The Client may authorize certain natural persons with any rights specified in a notarized power of attorney or a notarized power of attorney form required by the Bank, which shall be submitted to the Bank in original.

(4) At any time the Client may change the persons designated thereby as Authorized Users and change and/or cancel their access rights, after filling in, signing and submitting to the Bank in the office located at 1 Dyakon Ignatii Str., Sredets District, Sofia, new Details of an Authorized User of the E-banking Service Form.

(5) The Client shall immediately change, as provided for by subparagraph 4, the persons, designated thereby as Authorized Users in the event of withdrawal of the notarized power of attorney submitted to the Bank.

(6) Any such change and revocation of the rights shall bind the Bank from the time of receipt by the Bank of the new Details of an Authorized User of the E-banking Service Form.

(7) The Client shall acquaint the persons authorized thereby with the terms and conditions of the signed Agreement for the Provision of Electronic Banking Services ("E-banking"), these General Terms and Conditions, the E-banking User's Guide of Bulgarian Development Bank AD, the Security Recommendations, the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors, or the General Terms and Conditions of Providing Payment Services to Individual Clients, as the case may be, as well as the Tariff for the Terms and Conditions, Interest Rates, Charges, Fees and Commissions for Individual Clients or the Tariff for the Terms and Conditions, Interest Rates, Charges, Fees and Commissions for Sole Proprietors and Legal Entities, as the case may be.

(8) When the Client has authorized one or more Authorized Users, each of them shall use individual login and authentication credentials.

**Article 16.** (1) The Bank shall provide to each Authorized User a username and password. The username and password sealed in an opaque envelope shall be handed over personally to the Authorized User in exchange for signing the statement in the Details of an Authorized User of the E-banking Service Form and the Bank shall ensure they are kept secret from its employees and any third parties.

(2) Any Authorized User may change their username and password at any time.

(3) The Bank shall not have access to and shall not have any technical or other way to know the personal password and username of the Authorized User.

(4) Forgotten or lost password/username cannot be recovered.

## **Section V.**

### **Submission and Processing of Payment Orders**

**Article 17.** (1) When the Client has designated one or more Authorized Users conferred with powers to execute active operations, each of them shall enter an OTP (One-time password) code received by SMS to the mobile phone number indicated in the Details of an Authorized User of the E-banking Service Form filled in for this Authorized User as well as an individual qualified electronic signature in such cases as provided for by Article 13, subparagraph 2 and Article 13, paragraph 4, subparagraph 2.

(2) Should more than one Authorized Users are needed to sign, the electronic payment order shall not be processed until the actions referred to in paragraph 1 are taken by each Authorized User.

**Article 18.** When ordering cross-border transfers or transfers for which the law imposes specific requirements, the Authorized User shall send to the Bank by e-mail at [customer\\_service@bdbank.bg](mailto:customer_service@bdbank.bg), simultaneously with the payment order, copies of the documents showing the reason for payment and any other documents, if required by the applicable law. Until all necessary documents are received, the Bank shall not process the order. Upon request, the Client shall produce to the Bank the originals of the documents sent by e-mail.

**Article 19.** (1) The Bank shall reserve the right at its discretion not to process and execute any payment instruction for national and cross-border transfers until its requests for provision of additional information or documents related to the implementation of the requirements of the current financial or currency legislation and anti-money laundering and counter terrorist financing legislation are fulfilled.

(2) In the event that an ordered payment or transaction cannot be processed, the Bank shall immediately notify the Client and the Authorized User.

## **Section VI.**

### **Third Party Payment Service Providers**

**Article 20.** (1) The Bank shall give Clients the opportunity to use payment initiation and account information services.



(2) The services referred to in paragraph 1 may be used only when Client's payment account(s) can be accessed online through the E-banking service and as provided for by these General Terms and Conditions and the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors or the General Terms and Conditions of Providing Payment Services to Individual Clients, as the case may be.

**Article 21.** (1) For the opportunity provided by the Bank to use third party payment initiation and account information service providers, the Client shall state their explicit consent to the Bank through the E-Banking service.

(2) Any payment initiation and account information services requested by the Client may be used by the Authorized Users designated by the Client in accordance with the powers conferred to them.

**Article 22.** (1) The Bank shall enable the provision of payment initiation and account information services through an exchange between the Bank and the Third Party Providers of encrypted electronic requests via a dedicated interface as provided for by the Payment Services Directive (PSD 2) – Directive (EU) 2015/2366).

(2) The Bank shall accept orders from Third Party Providers upon due identification thereof performed in accordance with applicable statutory rules and procedures.

**Article 23.** The Bank shall apply the same terms and conditions (as to time limits, priority, or charges) to payment orders and requests for information submitted through third parties and directly by an Authorized User, unless there are objective reasons for applying different terms and conditions, of which the Bank shall notify the Client and the Authorized User in advance.

**Article 24.** The Bank shall not be a party to the relationship between the Client and the Third Party Provider and shall not be liable for any claims or unfulfilled obligations between them.

## **Section VII.**

### **Protective Measures**

**Article 25.** (1) The Client and the Authorized User shall exercise control to assure that no unauthorized use of the E-banking service shall take place.

(2) For security purposes, the Client and the Authorized User should ensure that the E-Banking login passwords are changed from time to time and that the software protection of the devices from which the service is used is maintained in a competent manner every now and then.

(3) The Client and the Authorized User shall be responsible for the access security control and any damages resulting from negligence, if any, on their part.

(4) The Client and the Authorized User shall take all reasonable actions to protect the personalized security credentials and not to record and store any information about these credentials on any medium whatsoever; keep in a responsible manner the mobile device used for E-Banking, and take all measures against any third-party use, damage, destruction, loss, theft or illegal use of these credentials.

(5) Any failure to fulfil the obligation under paragraphs 1-4 shall constitute gross negligence of the Client and/or the Authorized User in connection with the use of the E-banking service.

**Article 26.** The Client and the Authorized User confirm that they are familiar and shall constantly get familiar with up-to-date information about the risks related to data transmission on the Internet, with the possibility of unauthorized access and disclosure of information to third parties, or a change of content or technical omission in the transmission of data and information on the Internet.

**Article 27.** (1) The Authorized User shall not provide and shall protect from disclosure to any unauthorized persons the Authorized User's personalized security credentials.

(2) If the Authorized User has any doubts that the personalized security credentials thereof have been compromised in any way, the Authorized User shall immediately notify the Bank and take all measures to mitigate the possible damages.

(3) The Authorized User shall immediately notify the Bank if the mobile device used for E-Banking is stolen or lost.

**Article 28.** (1) In the cases referred to in Article 27, subparagraph 2 and 3, as well as in case of any unauthorized use of the E-Banking, the Client and/or the Authorized User shall notify the Bank immediately after learning about it.

(2) The notice referred to in subparagraph 1 may be given orally, in writing in the Bank's office located at 1 Dyakon Ignatii Str., Sofia, through the E-banking system, or by phone at +359 2/9306 313/383 or 429. In case of an oral notice, the Client, or the Authorized User, as the case may be, shall also give a written confirmation to the Bank, either in person or by e-mail at [office@bdbank.bg](mailto:office@bdbank.bg), within five days.

(3) Within 18 months of such notice as referred to paragraph 1, the Client and/or the Authorized User may request from the Bank to provide them with proof of such notice. Upon such request, the Bank shall provide the Client, or the Authorized User, as the case may be, with the requested proof of notice.

(4) Except for the cases referred to in paragraph 1, should any inaccuracies are found in the use of the E-banking service, the Client/Authorized User may report them, whether orally, in writing in the Bank's office located at 1 Dyakon Ignatii Str., Sofia, through the E-Banking system, or by phones at +359 2/9306 313/383 or 429, within the business hours of the Bank.

## **Section VIII.**

### **Blocking the Right of Access**

**Article 29.** The Bank may block the access of any Authorized User to the E-banking service for objective reasons related to:

29.1 the security of the payment instrument;

29.2. suspicion of unauthorized use of the payment instrument;

29.3. fraudulent use of the payment instrument.

**Article 30.** Except in the cases referred to in Article 29, the Bank may block the access to the E-banking service in the event of:

30.1. any suspicion or assumption that the personalized security credentials used by the Authorized User have come to the knowledge of any person other than the Authorized User;

30.2. any message received about the attachment of any account included in the E-banking;

30.3. any breach of the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors, or the General Terms and Conditions of Providing Payment Services to Individual Clients, as the case may be, these General Terms and Conditions, the Agreement for the Provision of Electronic Banking Services ("E-banking") or the applicable regulations;

30.4. any request received from the Client/Authorized User in any other cases than those laid down in Article 29 and Article 30.1 - 30.3. Such request can be made in writing in the Bank's office, or sent by e-mail to [office@bdbank.bg](mailto:office@bdbank.bg), or sent through the E-Banking system. The bank shall process such requests within its business hours;

30.5. any change in circumstances, or change of data, circumstances and facts concerning the persons entitled and/or authorized with the relevant powers in the E-banking system.

30.6. automatically after five unsuccessful attempts to enter an OTP code or after generating three OTP codes for signing an electronic document.

**Article 31.** The Bank may refuse access of a Third Party Provider to the account for objective reasons and for reasons supported by evidence related to unauthorized access or fraudulent access to a payment account by such Third Party Provider, including unauthorized initiation of a payment transaction or fraudulent initiation of a payment transaction.

**Article 32.** (1) The Bank shall notify the Client and the Authorized User of the blocked access, or the denied access of a Third Party Provider, and the reasons for such blocking/denial, if possible before the access blocking/denial or at the latest immediately after, unless the provision of such information is prohibited for security reasons or by any regulatory requirements.

(2) The Bank shall restore access to the E-Banking when the reasons for the access blocking or denial cease to exist.

(3) Access to the E-Banking shall be restored:

1. ex officio by the Bank, if the Bank has ex officio suspended the access, and if the reason for the access blocking or denial that has ceased to exist allows such ex officio restoration;

2. upon a written request by the Client, submitted in the Bank's office located at 1 Dyakon Ignatii Str., Sofia, if the suspension of access has been requested by the Client or if the reason

for such suspension requires any explicit instructions or the consent of the Client. At the discretion of the Bank, on a case-by-case basis, the access can be restored after a call made by the Client at +359 2/9306 313/383 or 429 within the Bank's business hours and after Client's due authentication. If the access restoration request is made by a call from the Client on the phone numbers indicated in the foregoing sentence, the Client shall also give a confirmation to the Bank in writing or by e-mail at [office@bdbank.bg](mailto:office@bdbank.bg) within the same day.

## **Section IX.**

### **Liability**

**Article 33.** (1) The Bank shall be responsible for the secure creation of the personalized security credentials and providing them to the Authorized Users and for connecting them with the particular Authorized User, including enabling the renewal and deactivation of these credentials.

(2) The Bank shall be responsible for ensuring the secure communication with the Third Party Providers.

**Article 34.** (1) The Bank shall not be liable for any processed instructions sent by an Authorized User, whose rights have been changed and the Bank has not been duly notified about that.

(2) The Bank shall not be liable for any cases where it has not been duly notified of any powers of attorney withdrawn by the Client.

**Article 35.** (1) The Client shall bear all losses related to any unauthorized payment transactions, if the Client or the Authorized User has caused such losses by fraud or by failure to fulfil one or more of their obligations under the Agreement for the Provision of Electronic Banking Services ("E-banking") and/or these General Terms and Conditions, the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors, or the General Terms and Conditions of Providing Payment Services to Individual Clients, as the case may be, and the current Bulgarian legislation, deliberately or due to gross negligence. In such cases, the Client shall bear the damages, regardless of their amount.

(2) Failure of the Client and/or the Authorized User to notify immediately the Bank of the circumstances referred to in Article 27, subparagraph 2 and 3 and allowing the personalized security credentials to come to the knowledge of any third party, shall be gross negligence on of the Client/Authorized User. Compromising the security of the mobile device (such as allowing it to be infected with malicious code, lacking the necessary security settings on the device, etc.) or providing third parties with access to computers/mobile devices through which the E-Banking service is used, or providing access to third parties to the login and authentication credentials shall be deemed gross negligence of the Client/Authorized User. This clause shall not constitute an exhaustive list of the cases of gross negligence.

**Article 36.** (1) The Client shall bear the losses related to all unauthorized payment transactions resulting from the use of any lost or stolen personalized security credentials or misappropriated payment instrument up to the maximum amount, but not more than BGN 100, except when the

loss, theft or misappropriation could not be established before the payment, unless the Client/Authorized User acted by fraud or the damage was caused by action or omission of an employee or a representative of the Bank.

(2) Subparagraph 1 above shall not apply to clients who are not users within the meaning of § 1, subparagraph 40 of the Additional Provisions to PSPSA, and they shall bear the full amount of the losses related to all unauthorized payment transactions resulting from the use of any lost or stolen personalized security credentials or misappropriated payment instrument.

## **Section X.**

### **Amendments**

**Article 37.** (1) Any amendment to these General Terms and Conditions shall be announced in advance by displaying it at the Bank's premises, in a publication in the E-Banking system and on the Bank's website at <http://www.bbr.bg/bg> within two (2) months before they enter into force.

(2) The clients shall be considered bound by any amendment, unless by the date of entry into force of such amendment, they explicitly notify the Bank that they do not accept it. Should the Client does not accept any proposed amendment, the Client may and shall immediately, by written notice to the Bank, terminate the Agreement referred to in Article 2, subparagraph 3, within the date of entry into force of the amendment, without being liable for any expenses and indemnity. The foregoing sentence shall not apply when the amendment to these General Terms and Conditions is made by order or instruction of a competent authority or is due to any amendments to the law, or is related to improving the E-Banking security.

## **Section XI.**

### **Termination**

**Article 38.** The Client or a representative thereof authorized by a power of attorney with a notarized signature may terminate the Agreement for the Provision of Electronic Banking Services at any time, without being obliged to give notice to the Bank, unless explicitly agreed otherwise between the parties. The Client shall give the Bank a written notice of such termination and the Agreement shall be terminated from the day following the date of such notice.

**Article 39.** The Bank may terminate the Agreement for the Provision of Electronic Banking Services by a two-month notice. Such notice shall be given to the Client on paper or any other durable medium.

**Article 40.** The Agreement for the Provision of Electronic Banking Services may also be terminated:

1. by the mutual agreement of the parties;
2. ex officio by the Bank after closing the Account Holder's accounts with the Bank;

3. in any other case as agreed by the parties.

## **Section XI.**

### **Miscellaneous**

**Article 41.** The communication between the parties shall be carried out in accordance with the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors or the General Terms and Conditions of Providing Payment Services to Individual Clients, as the case may be. If such functionality exists in the E-Banking, the Bank may provide the Client/Authorized User with the option to send and receive written messages in the used electronic channel.

**Article 42.** The Bank, as a data controller, shall process the personal data provided to in in fulfillment of its legal obligations and in accordance with the Personal Data Protection Act, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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, and the Privacy Policy of the Bulgarian Development Bank AD.

**Article 43.** The information provided to the Client under Article 60 of PSPSA, upon signing a Payment Service Agreement with Bulgarian Development Bank AD, shall be also relevant to these General Terms and Conditions, unless agreed otherwise.

**Article 44.** For any matters not settled in these General Terms and Conditions, the provisions of the signed Agreement for the Provision of Electronic Banking Services (“E-banking”), the General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors or the General Terms and Conditions of Providing Payment Services to Individual Clients, as the case may be, the individual Payment Service Agreement, and the provisions of the current Bulgarian legislation, shall apply.

### **Transitional and Final Provisions**

**§1.** These General Terms and Conditions and the Bank’s Tariffs shall be available for clients to get familiar with them at the Bank’s office located at 1 Dyakon Ignatii Str., Sofia, and on the Bank’s website at <http://www.bbr.bg/bg>. Before and/or during the signing of the Agreement for the Provision of Electronic Banking Services ("E-banking") the Client must get familiar with these General Terms and Conditions and the relevant Tariff. For the duration of the Agreement for the Provision of Electronic Banking Services ("E-banking"), the Bank shall make the updated General Terms and Conditions and Tariffs available to the Client at the Bank's premises, in a publication in the E-banking system and on the Bank's website at <http://www.bbr.bg/bg>. Upon request, they shall also be provided on paper.

**§2.** These General Terms and Conditions have been adopted by a resolution of the Management Board of Bulgarian Development Bank AD as per Minutes No. 5 of 6<sup>th</sup> February 2020 and shall come into force on 7<sup>th</sup> April 2020.

§ 3. These E-banking General Terms and Conditions shall repeal the Internet Banking General Terms and Conditions of Bulgarian Development Bank AD valid until the entry into force of these Terms and Conditions and adopted by a Resolution of the Management Board of Bulgarian Development Bank AD as per Minutes No. 81 of 19<sup>th</sup> December 2018.

§ 4. For any Agreement made before the date of entry into force of these E-Banking General Terms and Conditions, no new E-banking Service Registration/Alteration Request and Details of an Authorized User of the E-banking Service shall be required to be submitted and these General Terms and Conditions shall apply to them, unless before the date of entry into force hereof the Client explicitly state that the Client does not accept them.

CLIENT: .....

/full name and signature/

I have received a copy of the E-banking General Terms and Conditions of Bulgarian Development Bank AD.

Proxy .....

/full name and signature/

I have received a copy of the E-banking General Terms and Conditions of Bulgarian Development Bank AD.