

GENERAL TERMS OF USE OF THE APPLICATION PROGRAMMING INTERFACE (API) OF BULGARIAN DEVELOPMENT BANK AD

Section I.

Definitions

Art. 1. For the purposes and needs of these General Terms, the terms, used hereinafter, shall have the following meaning:

- 1.1. "**API Portal**" is a website, maintained by Bulgarian Development Bank AD (the Bank), through which the communication with the API users is implemented. Through the API Portal the Bank provides access to its APIs, generates client keys, etc. and API users register applications, restore credentials, share and interact with API documents, provide feedback on API quality, and report bugs.
- 1.2. "**The Bank**" is Bulgarian Development Bank AD, entered in the Companies Register under number (UIC) 121856059, having its headquarters and registered office at 1 Diakon Ignatij Str., Sredets District, Sofia, as provider of payment services under the Payment Services and Payment Systems Act, having 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 RD22-2272/16th November 2009 given by the BNB President. The Bank's activity is regulated by BNB, 1 Knyaz Alexander I Square, 1000 Sofia.
- 1.3. "**Users**" are natural persons or legal entities – API users of the API Portal.
- 1.4. "**Site**"/"**Website**" is the electronic address, maintained by the Bank: developer.bbr.bg, through which access to the API Portal is provided.
- 1.5. "**Username**" is a unique combination of numerical digits, letters, and characters that serves to identify the authorized user.
- 1.6. "**Password**" is a customized username protection feature and together with the username serves to prove the identity of the authorized user. The password is a random combination of numerical digits, letters, and characters, which is entered by the authorized user every time the user logs in.

Section II.

Registration rules

Art. 2. (1) The registration, access and use of the website of the API Portal of the Bank shall take place at the following electronic address: developer.bbr.bg. The use of the relevant tools and applications in

the Portal, provided by the Bank, shall be subject to these General Terms and Conditions ("General Terms").

(2) The Bank may at any time amend these General Terms without notice or adopt new General Terms.

Art. 3. (1) The Portal contains the necessary documentation and API test environment "sandbox", provided by the Bank.

(2) To get access, users register through the developer.bbr.bg website. The Bank approves or rejects registration requests at its discretion, without being required to give any reasons for that.

(3) Users are obliged to disclose to the Bank any actual or potential conflicts of interest.

Art. 4. (1) Any information, provided in connection with the registration, must be accurate and complete. Users are responsible for maintaining the accuracy and correctness of the information throughout the entire registration period.

(2) Upon successful registration, access credentials shall be provided, such as user name and password ("Credentials").

(3) All certificates belong to the Bank. Users are given a non-transferable right to use the certificates only for their participation in the Portal. Users shall keep the confidentiality of the data and shall not disclose, transfer or provide any personal certificates to any other person or entity. If a user becomes aware or suspects that the confidentiality of the certificates is compromised, he/she should notify the Bank immediately.

(4) Any attempt to overcome or modify any credentials or other security mechanism, used by the Bank in connection with the Portal, is forbidden.

Section III.

Rules on how to use the Portal. Registration and termination of registration.

Art. 5. By registering to the Portal, users agree to the rules, set forth in these General Terms. Users are obliged to comply with all legal requirements and to refrain from creating content that is illegal or undermines public order or morality.

Art. 6. The following or attempts of the following are forbidden:

1. Reconstruction, dismantling, modification or decompilation of the platform code, test data of the Bank, API of the Bank or other data provided by the Bank in connection with the Portal;
2. Unauthorized access or use of the Bank's services or systems in violation of the established rules;
3. Impairment, interruption or other negative impact on the functioning of the Bank's services or systems;
4. Involvement in any activity that prevents any other user from using the content of the Portal or other data of the Bank;

5. Use of a robot, web crawler, site search engine or other application to retrieve or index the content of the Portal or other Bank data;

6. Gathering information for other users; or

7. Infecting with viruses or other malicious code.

Art. 7. The Bank may request confirmation or statement of reasons for certain procedures in the Portal through the submitted contact details.

Art. 8. (1) The Portal is property of the Bank and is subject to the relevant intellectual property protection rules.

(2) Upon successful registration, the Bank grants to users a limited, non-transferable and revocable right to use the Portal for the duration of the registration and to the extent necessary only for the purposes of user's participation in the Portal in accordance with these General Terms.

Art. 9. (1) Upon registration on the Portal, maintained by the Bank, users provide to the Bank a limited right to use the object code and/or other content that they upload or create (including through programming) in the Portal as far as it is necessary for the purposes of the Portal management.

(2) By registering on the Portal, maintained by the Bank, users declare that they have the appropriate rights in the intellectual property and in any other content, uploaded on or passed through the Portal, and that this content does not infringe any third-party rights.

Art. 10. (1) The Bank is not responsible for the content on the Portal, provided by the Users. The liability for any damages, suffered by the Bank as a result of any unlawful actions by users or third parties, shall be as provided for by the Bulgarian law and settled in a Bulgarian court. (2) The Bank may raise any questions and/or investigate the origin and content of the data, provided by users on the Portal. At its discretion, the Bank may introduce additional rules in this respect for each particular case.

(3) It is possible to use cookies to support the operation and functionality of the Portal's website. Cookies are used to create a search profile and/or search history for each user. Identification data or other unique data can be collected. Anonymous data can be shared with third parties. Cookies include user-selected options, site navigation aids, and more. Restricting cookies may impact on the functionality of the Portal.

Art. 11. (1) The registration shall be terminated voluntarily by the user, upon an explicit request, submitted electronically, according to the functionality of the Portal, or as otherwise, agreed upon by and between the parties.

(2) The Bank may suspend temporarily or permanently any user's registration and access to the Portal and its content at any time without prior notice in the event of any breach of these General Terms or any other regulation or in case of suspected misuse of information. If any of the above is found, the user's registration shall be terminated.

(3) Upon termination of the registration all rights of the user to access the Portal shall be canceled. The procedure and method of handling information made available through the Portal is specified in Section VI of these General Terms. Subject to the appropriate preconditions, the rules of Regulation 2016/679 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 (Regulation 2016/679) shall apply.

Section VI.

Liability for the information on the Portal

Art. 12. (1) The information, provided through the Portal, and the related data, does not constitute investment, legal or tax advice.

(2) The Bank is not responsible for the information, provided through the Portal, as well as for any damage, caused by third parties, or suffered due to any external circumstances beyond the control of the Bank. Recommendations, comments and other views are provided for information only and do not constitute a proposal, offer or contract and do not create obligations for the Bank.

(3) The Bank is not responsible for the hyperlinks, available on the Portal, and the content of other websites to which such hyperlinks refer.

Art. 13. (1) The information, provided through the Portal, as well as any other facts and circumstances, related thereto, shall be treated as strictly confidential and shall not be disclosed or used in any way outside the limits of the consent, given by the data subject.

(2) The consent of the data subjects to the use of personal data or other confidential information should be explicitly required in such a form, that allows determination of the data subject's will, the knowledge of the purposes of the processing and the possibility of withdrawing the consent for the data processing.

(2) Upon registration on the Portal, each user undertakes to keep the confidentiality of the information, learned in connection with the activity or in any other way, to protect it from unauthorized access and to treat it with the same care with which he/she would treat his/her own confidential information. This confidentiality obligation shall continue to apply for an unlimited period of time after the termination of the user's registration, including – in case of a legal entity – after its reorganization or dissolution.

VII. Section

Processing of personal data

Art. 14. (1) Personal data shall be collected and processed in accordance with Regulation 2016/679 and as provided for by the Bulgarian law.

(2) The registration and access to the Portal are related to the collection and processing of personal data, such as full name, e-mail address, registration data for the legal entity, representatives. The processing of such data is for the purposes of registration only, providing access to the Portal and related communication. Without providing such data no registration and access to the Portal can be effected.

Art. 15. The processing of personal data is for the duration of registration on the Portal only. The data is stored for such a reasonable time, as provided for by the internal data protection rules of the Bank.

(2) All natural persons, whose personal information is processed, shall have the right of access, portability or correction of their personal data or restriction of the processing thereof as well as of a

complaint against the processing of their personal data. Upon termination of registration, individuals have the right to request the deletion of their personal data.

(3) More information about the Bank's personal data processing policy, including information on the Data Protection Officer, can be found at the following electronic addresses: <http://www.bbr.bg/en/privacy-policy> and <http://www.bbr.bg/bg/privacy-policy>.

(4) Anybody who considers that their rights related to the processing of personal data have been violated may file a complaint with the Personal Data Protection Commission, at: 2, Prof. Tzvetan Lazarov Str., 1592 Sofia; phone: 02/91-53-518, e-mail: kzld@cpdp.bg.

Final provisions

§ 1. These General Terms of the Bank are available at the Bank's office at: 1 Dyakon Ignatij Str., Sofia, and on the Bank's electronic address: <http://www.bbr.bg/bg>.

§ 2. These General Terms were adopted by resolution of the Board of Directors of Bulgarian Development Bank AD under Minutes No. 12/01.03.2019