

**TBI BANK EAD GENERAL TERMS & CONDITIONS ON PROVIDING  
OF PAYMENT SERVICES FOR INDIVIDUALS**

**I. GENERAL**

- 1.1. The present General Terms & Conditions on providing of payment services by TBI Bank EAD, hereinafter referred to as 'General Terms & Conditions' provide for the conditions and order whereby TBI Bank, with a seat and address of management and mailing address as specified under the respective individual agreement, UIC 131134023, licensed as a Bank and accordingly, carrying out banking activities in accordance with Orders RD 22–2270/16.11.2009, RD 22–0451/28.02.2012 and RD 22–0451/22.10.2012 of BNB, e-mail: [office@tbibank.bg](mailto:office@tbibank.bg), Internet page: [www.tbibank.bg](http://www.tbibank.bg), hereinafter referred to as 'Bank' provides payment services in national and foreign currency within the meaning of the Law on the Payment Services and Payment Systems (LPSPS) and individual or series of payment transactions. The General Terms & Conditions shall not apply to the operations falling with the scope of exceptions under art. 2, par. 1 of LPSPS.
- 1.2. According to the legislation in force, the Bank applies measures for preventing the use of the financial system for money laundering purposes and the Customer is obliged to comply with the procedures required by the Bank, to provide data and to assist in execution of the provisions against money laundering.
- 1.3. The general terms and conditions govern the relations between consumers - private individuals who are payment service users who carry out activities other than their commercial or professional activity (hereinafter referred to as "Customers") and the Bank in connection with the payment services provided and shall be an integral part of the Framework Agreement for the provision of payment services or any other individual agreement for the provision of payment services concluded between them (hereinafter referred to collectively as the "Contract").

**II. PAYMENT ACCOUNTS**

- 2.1 Subject to the applicable legislation and in accordance with its internal rules and procedures, the Bank shall open and maintain payment accounts in local and foreign currency of individuals. The payment accounts maintained by the Bank are used for execution of payment transactions and for holding of funds. The Bank may also maintain other types of money-holding accounts that are served under the conditions specified in an Agreement.

**2.2 Opening of payment accounts**

**2.2.1.** The Bank shall open a payment account personally and upon presentation of an identity document by the Client or through a proxy with a notarised power of attorney in which the Client has explicitly and exhaustively described the type and volume of actions the proxy has the right to carry out on his behalf and on his account. When disposing of the account by third parties, their personal data shall be presented under an identity document. The Bank may also require other documents from the Client that are necessary in connection with the specific conditions for opening the payment account, for identification of the Client or the persons with disposing rights, as well as in relation to the requirements of the effective legislation and internal rules of the Bank.

**2.2.2.** The Client shall immediately notify the Bank in writing of any circumstances occurring relevant to his / her identification and for the identification of his / her proxies and / or the conduct of his / her Bank accounts (withdrawal of proxy, death of proxy, loss, theft or destruction of an identity document and / or power of attorney, etc.). Changes in the documents submitted by the Client / proxy shall have effect vis-à-vis the Bank only from the moment the Bank has been notified thereof by the Client or other authorised person.

**2.2.3.** The Bank shall refuse the opening of the payment account if the Client has not submitted the documents under Art. 2.2.1.

**2.3 Types of payment accounts maintained by the Bank**

**2.3.1** *Current account* is a payment account for holding of funds for an indefinite period of time in the name of the Client, payable without a period of notice from the Client to the Bank, on and from which current account, against payment, are executed payment transactions on deposit, transfer and withdrawals up to the amounts available. The client may use an overdraft on the account to a pre-agreed limit based on a separate contract concluded with the Bank;

**2.3.2** *E-money account* is a payment account for holding electronic money, to which the Bank has provided remote access for the execution of payment transactions;

**2.3.3** *Free Money Account* is a payment current account with a saving element on and from which account, against payment, are executed payment transactions for depositing, transferring and withdrawing funds up to the amount available and / or transferring funds from another account of the Client opened with the Bank or with another payment service provider;

**2.3.4** *Account for basic operations* is a payment account for holding of funds in BGN and providing payment services under Art. 118 of the Law on the Payment Services and Payment Systems, only to consumers legally residing in the European Union, including those without a permanent address, persons seeking international protection and users who have not been granted a residence permit, but who cannot be expelled under legal or factual reasons. In the event of a refusal to open an account for basic operations, the Bank shall notify the User of the denial and of the specific grounds for the denial as soon as the decision is taken, unless the disclosure of such information would be contrary to national security, public policy or legislation on the prevention of the use of the financial system for the purpose of money laundering and terrorism financing. The notification is made in writing and no fee is collected for it. Client access to such an account is not related to the purchase of additional services or shares of the Bank.

**2.3.5** *Accounts with a special regime* and purpose are opened after preliminary agreement in the event of the Client's wish that the Bank monitors the implementation of specific disposition schemes, including reason, execution of transactions (purchase and sale of real estate), where the Bank is a guarantor of the amount when proving the conclusion of the transaction, donation campaigns, etc. The Bank shall open an account upon submission of a written request by the parties to the transaction describing the transaction and the document required to prove its conclusion. After the submission of this document to the Bank, the funds shall be released in favour of the seller, respectively in case of failure to submit, the right of disposal is the buyer. The account is closed after execution of the subject of the contract for opening it.

**2.3.6** Other types of payment accounts, which are serviced under terms and conditions of the individual contract and according to the effective legislation;

**2.4 Closing payment accounts**

**2.4.1** A current account and a free money account shall be closed on the order of the Client, a person authorised by him, his legal representative, his heirs or the person who opened the account for his benefit, in the event that the Client did not approve the opening of the account of his/her name - on the day of receipt of the Request for account closure according to the Bank's template, deposited with the Bank by the person requesting the closure;

**2.4.2** An account for basic operations shall be closed in compliance with the requirements of Art. 121 of the LPSPS;

**2.4.3** The payment account shall be closed upon termination of the Contract under the terms and conditions agreed in it. Where applicable, from the termination of the Agreement until the closure of the payment account, the Customer shall not be entitled to perform payment transactions from this payment account, except one single operation, for the purpose of closing the payment account;

**2.4.4** The Bank unilaterally terminates a Contract and closes the payment account in case the Client fails to comply with these General Terms or the Contract;

**2.4.5** The payment account shall be closed at the death of the Client and the Bank shall be notified thereof in writing. The notification can be made by any person in any office of the Bank and should be accompanied by the death certificate.

**2.4.5.1.** The amounts on the accounts of the deceased Client shall be paid to the heirs upon completion of a request according to the Bank's template, signed by the heirs or their proxy, and upon submission of a death certificate, an inheritance certificate, issued no later than 6 months before its submission to the Bank / declared will (if any), a certificate from the municipality of the last domicile of the deceased that the amounts in the accounts have been declared and the inheritance tax is paid, when legally owed, a certificate from the NSSI territorial division, in which the last month for which the deceased was entitled pension, as well as the month to which a pension has been transferred to the account of the account holder (in case the account has received a pension). The amount transferred, relating to the time after the month in which the holder died, shall be recovered ex officio by the bank to the NSSI. If necessary, as in any inheritance with an international element, including submission of a European Certificate of Inheritance, the Bank may request the submission by the heirs of other documents, before payment of the amount.

**2.4.5.2.** If the heirs are several, they should appear together to pay the inheritance shares or authorise a person with an explicit notarised power of attorney representing them to the bank to receive their stakes. The Bank is not responsible for the distribution of the stakes.

**2.4.5.3.** When an heir appears to pay sums from legator's accounts separately from the other heirs, the Bank may refuse to make a calculation and pay only his/her inheritance.

**2.4.5.4.** In order to pay sums from the inheritance of a minor or minor heir, a permission is submitted by the district court.

**2.4.5.5.** In the event of a declared will, payment is made in accordance with the terms of the testamentary prescription.

**2.4.5.6.** Disputes between heirs for amounts on the account shall be non-opposable to the Bank and shall be settled in accordance with the law. The Bank shall not be liable for payments made in accordance with the statutory order in execution of orders by persons authorised to execute them until the day of receipt of a written notification of the death of the Client. Under these hypotheses, the disputed heirs may impose distraint on the account only by submitting a distraint from the competent judicial authority to the Bank.

**2.4.5.7.** After payment of the amount from the account (s) to the heirs of the Customer, the account is closed.

**2.4.5.8.** The Bank may impose additional conditions before allowing the disposal of the client's accounts.

**2.4.6** The Bank shall refuse to close a Bank Account if a distraint is imposed on it. Closure of the account will be executed after the completion of the enforcement proceedings, with due removal of the distraint by the body that imposed it;

**2.4.7** In all cases of closure of a payment account, when it is available, the amount shall be retained by the Bank until it is received by the Client and no interest is charged thereon but the Bank may collect the debts owed to it keeping fees and commissions, in accordance with the Tariff.

**2.4.8** The client owes fees and commissions for the payment services performed until the payment account is closed as the paid fees and commissions are not refundable.

**2.4.9** Bank at its discretion has right to request other documents and information for the purposes of the payment account closure.

## **2.5 Prevention and control**

**2.5.1.** The Bank does not open or keep payment accounts, respectively does not accept payments and does not execute ordered operations on and from Bank Accounts, intended to raise amounts to unsubscribed persons, unsolicited commercial messages and offers whose conditions permit the counter service not to be fulfilled and/or are based on a gambling, and / or aiming at the use of unfair, and / or misleading, aggressive, unsubstantiated commercial practices and lawful actions and results and / or money laundering and / or financing of terrorism and / or realisation of forms of fraud and abuse of confidence of TBI Bank EAD, as a servicing bank and / or endanger the reputation of the Bank.

**2.5.2.** The Bank does not execute operations ordered by Customers in favour of persons who are subject to payment sanctions imposed in accordance with the officially adopted order and rules, respectively, where internal or international sanctions / prohibitions for payments are imposed, the execution of which violates the adopted restrictions, the consequences of the execution of such operations under the restrictive regulation remain entirely at risk, responsibility and expense of the ordering Customer.

**2.5.3.** In the event of a finding of violation of the prohibitions for carrying out the operations referred to in Art. 2.5.1 and 2.5.2 above as a result of the fault of the Client, the Bank shall immediately block his/her accounts with it for disposals (receipt and / or ordering) of payments. Incoming transfers are returned to the ordering party through the payer's Payment Service Provider / bank /. Payment orders are not accepted for execution. The Bank shall have the right to collect the fees and commissions from the blocked Bank Accounts on their keeping until it has received from the Client the order for the closure of his/her payment accounts with the Bank showing his/her account with another bank and / or Payment service provider under which to take the residual balance.

**2.5.4.** The Bank shall notify the Customer as a holder of the breach of the prohibitions established in these General Terms and Conditions for the operation of its payment accounts (accepting and ordering payments through ineligible payment transactions) and blocking such accounts with it in accordance with the provisions of Art. 2.5.3, with an extract from the blocked payment accounts provided to him on the channel requested by the Client for receiving information about the status of his/her payment accounts.

**2.5.5.** The Client is obliged within three days from the date of the notification under Art. 2.5.4 to order the closure of his/her Bank Accounts with the Bank, indicating where to be transferred the balance on them, after deducting the debts owed to the Bank by the Customer. In the event of a distraint to a Bank Account, the closure of the account will be executed after the completion of the enforcement proceedings, with the proper removal of the distraint by the body that has imposed it, and the available balance after the execution of the distraint will be transferred to the account, indicated by the Customer, under the condition that the balance remains unchanged.

**2.5.6.** Any actions and / or omissions of the Customer related to the refusal to provide, inadvertently / incompletely or delay providing information and / or documents requested by the Bank that are necessary and required by the Bank in connection with the determination of the Client's risk profile, his/her reputation and his/her identification represents a default of the Client's side of these General Terms and Conditions, in which case the Bank has the right to terminate the relations established with the Client under the terms and conditions of Art. 2.4.4.

## **2.6 Access to payment accounts with the Bank for the purposes of payment initiation and account information services**

**2.6.1.** When the Client's payment account may be accessed online, the Client has the right to provide access to his/her payment account and information held within to Third Party Providers - Payment Initiation Service Providers (PISP) and Account Information Service Providers (AISP)

**2.6.2.** Payment services via Payment Initiation Service Providers (PISP) and Account Information Service Providers (AISP) may be used only by the titular account holder

**2.6.3.** The Bank is not a party to the contract between the Client and the respective AISP / PISP. The Client is solely responsible for the choice of AISP / PISP, to determine the conditions under which the respective providers will provide such services, and to ensure that they comply with their respective agreements between the Bank and the Client relating to those services. In particular, the Bank will accept incoming payment orders related to the Client's payment account submitted via PISP and Client's payment account information requests submitted via AISP provided that the Bank succeeds in identifying the Client. The Bank is not responsible for the provision by the Client of AISP / PISP of its personalized means of access to the payment account with the Bank. An Account Information Service Provider (AISP) shall not be entitled to place orders for execution of payment transactions from a Client's payment account with the Bank.

**2.6.4.** The client must take reasonable care in the selection and use of AISP or PISP.

**2.6.5.** The Bank may refuse access to PISP or AISP for objectively substantiated and duly proven reasons related to unauthorized or fraudulent access to the Client's accounts with the Bank. In such cases, unless prohibited by applicable legislation, the Bank shall inform the Client that PISP / AISP's access to his/her account or information in the Bank has been denied, as well as the relevant reasons for the refusal. The Client agrees that the Bank may submit reports to regulatory and other authorities about the PISP or AISP denied access, and that such reports may contain confidential information about the Client.

### III. INFORMATION FOR THE PROVISION OF PAYMENT SERVICES

#### Information provided by the client

- 3.1.** In order to ensure the correct execution of payment orders, prior to the execution of any payment orders, the Client shall provide the Bank with:
  - 3.1.1.** the information required in the standard payment order forms. For the exact identification of the recipient, IBAN of the beneficiary's bank account, BIC or other unique identifier of the recipient's account (for countries outside the European Community) is required;
  - 3.1.2.** duly completed declarations and other documents in accordance with the Bulgarian legislation in force;
  - 3.1.3.** documents for compliance with the requirements of the Law on Measures against Money Laundering and the Law on the Measures against Financing of Terrorism related to identification of the Client and his/hers representatives by proxy or heirs.
- 3.2.** Amendments to the documents and information provided by the Client to the Bank upon signature of the Contract shall have effect vis-à-vis the Bank only from the moment when the Bank has been notified thereof in writing by the Customer or by a duly authorised person. The bank may require additional documents to open and maintain a payment account, for which it shall notify in advance the person who opens the account. The Bank shall designate any open account with a unique identifier (IBAN) which the Customer undertakes to provide for each payment order.
- 3.3.** When dealing with funds on the account and / or the account itself by a proxy, he / she must identify himself / herself with the identity document described in a notarised power of attorney or in the template form of the Bank, completed with the Client-Account holder. It should be clear from the text of the notarised power of attorney that the Client-Account holder gives representative and / or authorization power to the proxy before the commercial banks on the territory of the Republic of Bulgaria or expressly to TBI Bank EAD, as well as clearly and exhaustively specify the scope of representative rights of the proxy to dispose of amounts on the account and / or with the account itself. The power of attorney should be issued not earlier than 12 months from the date of its first submission to the Bank for performing the relevant action by the proxy.
- 3.4.** Operations by a re-authorized person on an already opened account may be performed only in the event that both the re-authorization and the initial authorisation are objectified in notarised power of attorney and meet the requirements of Art. 3.3.
- 3.5.** The Bank has the right to refuse to accept a power of attorney that does not meet the requirements set out in Art. 3.3. The Bank may refuse to execute a payment order performed by a proxy, even if the power of attorney meets the requirements of Art. 3.3, but was issued later than 36 months from the date of submission of the relevant order by the proxy.
- 3.6.** The bank checks the submitted documents, incl. power of attorneys and signatures on them from outside, and shall not be liable for any damages caused by the execution of payment transactions, including for cash withdrawals based on regular documents from outside, which are untrue or fraudulent.
- 3.7.** Changes in the powers of attorney presented to the Bank, including their withdrawal, shall have effect vis-à-vis the Bank from the moment it has been notified in writing of the change made by the Account Holder by depositing the documents with the Bank.
- 3.8.** The Bank accepts proxies for signing the contract on behalf of the Account holder, and for receiving of payment instrument (individualising characteristics) after issuance / renewal by the Bank, only in case that the power of attorney contains an explicit provision for such action. The bank may refuse to service a proxy if there is any doubt that he will use the payment instrument.
- 3.9.** When using internet banking by proxy with a notarised authorisation from the account holder, the Bank shall provide to him a separate username and password with which to access the payment account of the account holder who mandated him.
- 3.10.** Powers of attorney issued in a foreign country shall be submitted to the Bank certified in a Bulgarian embassy or consulate in the respective country or legalised (if necessary) accompanied by an Apostille (if necessary) and translated into Bulgarian by a sworn translator.
- 3.11.** The Bank shall terminate the payment of proxy amounts when it is notified in writing that it has been terminated or withdrawn. The Bank shall not be liable when it has not been timely notified in writing of the withdrawal or termination of the authorisation.

#### Information provided by the Bank

- 3.12.** In order to reflect the payment transactions on the Client's account, the Bank shall draw up an Account Statement with the information under Art. 65, para 1 and Art. 66, para. 1 of the LPSPS and makes it available to the Client or his / her attorney for free once a month in an office of the Bank and more than once a month through the Internet banking channel and against a fee according to the Tariff of the Bank. No account statement is issued for a period in which there is no movement on the account. Upon request, the client may receive a printout of each accounting document that results in a change in balance on a payment account. The order and manner of providing the information under this Article is given in Section VII below.
- 3.13.** The User is entitled on request to receive from the Payment Service Provider information about the payment transactions made. The information for the current year is provided to the User free of charge in hard copy at the office of the Payment Services Provider and / or also free of charge on the Internet site of the Provider - [www.tbibank.bg](http://www.tbibank.bg) (for Users using Internet banking).
- 3.14.** The User is entitled on request to receive from the Payment Services Provider information on the accrued interest, fees and commissions from the Bank's clients under Art. 106 and Art. 107 of the LPSPS (Fee Report). The information is provided to the User free of charge once a year on paper at the office of the Payment Service Provider. The user may receive the information in paper form and at an address specified by him, for which he owes to the payment service provider a postal expenses charge according to the Tariff of the Bank.

### IV. AUTHORISATION OF PAYMENT OPERATIONS BY THE CUSTOMER

- 4.1. A payment operation shall be deemed authorised as from the moment the Customer (Payer) has:
- 4.1.1. Filed a hardcopy signed payment order on execution of a payment operation or has given his consent in writing at an office of the Bank (in the case of direct debit) or remotely;
  - 4.1.2. Filed a payment order or given his consent via the Internet or mobile banking channels respecting the specific requirements on using these channels;
  - 4.1.3. submitted a payment order and agreed via PISP, subject to the specific requirements for confirming a payment order
  - 4.1.4. The Customer has given his explicit consent and/or instructed the Bank to execute the payment operation under another agreement in writing or a document signed between the Bank and the Customer.
- 4.2. The Bank shall execute payment operations under the order and conditions of the present General Terms and Conditions if authorised by the Customer. Where no consent is given the payment operation shall be deemed unauthorised. The Customer shall give his payment orders or consent prior execution of the payment operation. The Bank shall only execute the payment operations ordered by the Customer if the following conditions are simultaneously met:
- 4.2.1. The operation has been ordered by the Customer or a person authorised by him in accordance with the provisions of the present General Terms & Conditions, or the Bank has obtained the Customer's consent to the respective payment operation in the due manner;
  - 4.2.2. The Customer has a free balance on his account with the Bank sufficient for execution of the respective payment operation and for covering the related Bank's fees and commissions;
  - 4.2.3. The Customer has presented to the Bank the necessary documents for execution of the respective payment operation required by a regulatory act or any other documents required by the Bank to execute the respective operation;
- 4.3. The Bank may debit the Customer's account without his consent in the following cases:
- 4.3.1. for recovering the fees, costs and commissions on the bank services rendered by/via the Bank due by the Customer;
  - 4.3.2. for correction of manifest technical errors in the entries to the Customer's account;
  - 4.3.3. in the event of distraint imposed by a competent body on the Customer's receivables from bank accounts opened with the Bank;
  - 4.3.4. in the event of statutory enforcement;
  - 4.3.5. for payment under a direct debit order, approved in advance by the Customer;
  - 4.3.6. for ex officio collection by the Bank which the Customer has consented to in advance;
  - 4.3.7. in any other cases permitted by the law.
- 4.4. The Bank shall not execute partial transfers under individual payment orders or direct debit orders. Partial payments may only be made in the event of statutory enforcement and in the case of ex officio collection by the Bank.
- 4.5. The Customer may withdraw his order on or consent to execution of a payment operation at any time, but not later than the moment the payment operation has become irrevocable within the meaning of art. 5.8 below.
- 4.6. The Bank may set limits for certain operations in accordance with the regulatory acts and its security rules published on the Bank's Internet page.
- 4.7. The Customer shall notify the Bank without unreasonable delay promptly after he has become aware of an unauthorised or incorrectly executed payment operation, but not later than 13 months as from the date of debiting of his account. The Customer shall be deemed being aware of an unauthorised or incorrectly executed payment operation upon receipt of the Customer's correspondence on the respective payment operation under the order and in the manner specified in Section VII below at the latest. The Bank shall only correct the payment operation if the Customer has notified it in the due manner.

## V. EXECUTION OF PAYMENT OPERATIONS

- 5.1 The moment of receipt of the payment order is the moment when the Bank receives the payment order transmitted directly by the Client as a payer or indirectly by or through the recipient in the order and manner specified in these General Terms and Conditions. In the event that the time of receipt is not a business day for the Bank, the payment order shall be deemed to have been received on the next business day. Depending on the moment of placing the orders and the rules of the payment system used, the Bank executes the ordered payment transactions within the following deadlines:
- 5.1.1. For transfers in BGN, ordered through BISERA:
- 1) Orders to the budget, submitted by 14:00 on working days, in an office of the Bank, shall be executed with a value date on the same working day. Orders for credit transfers, submitted by 17:00 on working days, in the Bank's office, are executed with a value date on the same working day;
  - 2) Orders to the budget, submitted by 15:00 on working days, via Internet banking of the Bank, are executed with a value date on the same working day. Orders for credit transfers submitted by 17:00 on working days, via internet / mobile banking, are executed with a value date on the same working day;
  - 3) orders requiring currency exchange ordered up to 15:00 shall be executed on the same day;
  - 4) orders placed up to 17:30 on business days shall be booked on the same day, with a value date the next business day.
- 5.1.2. For transfers in BGN, ordered through RINGS:
- 1) orders placed up to 14:00 on business days in an office of the Bank are executed with a value date the same day;
  - 2) orders placed up to 15:00 on business days via the Bank's Internet Banking are executed and have a value date on the same business day;
  - 3) orders requiring currency exchange ordered up to 15:00 shall be executed on the same day;
  - 4) orders placed after 15:00 on business days and non-working days are executed with a value date the next business day.
- 5.1.3. For transfers in BGN, ordered through BISERA - instant payments - (BLINK) (provided that the payment service provider of the payee is accessible through the payment system for instant payments)
- 1) orders submitted within the business day, in an office of the Bank, shall be executed with a value date on the same day, immediately;
- 5.1.4. For foreign currency transfers ordered through SWIFT:
- 1) orders with the same day value date "SAME" for transfers in EUR and USD submitted until 12:00 on business days are executed on the same day;
  - 2) orders with the same day value date "SAME" for transfers in EUR and USD submitted after 12:00 on business days are executed on the same day with value date the next business day.
  - 3) orders for transfers in EUR and USD with value date "SPOT" (two business days) and "TOM" (next working day), submitted up to 16:30 on working days, shall be executed on the same day with the respective value date chosen by the client;
  - 4) orders for transfers in EUR and USD with value date "SPOT" (two business days) and "TOM" (next business day) submitted after 16:30 on business days shall be executed on the next business day with the relevant value date chosen by the client;
  - 5) transfer orders for all currencies other than EUR and USD submitted up to 10:00 on business days shall be executed on the same day with the relevant value date chosen by the client;

- 6) orders with the same day value day "SAME" for transfers other than EUR and USD submitted after 10:00 on business days are executed on the same day with a value date the next business day;
- 7) orders for transfer of all currencies other than EUR and USD with value date "SPOT" (two business days) and "TOM" (next business day) submitted up to 16:30 on working days shall be executed on the same day with the respective one selected by customer value date;
- 8) orders for transfer of all currencies other than EUR and USD with value date "SPOT" (two business days) and "TOM" (next working day) submitted after 16:30 on business days shall be executed on the next business day with the respective selected by customer value date;
- 9) orders requiring currency exchange ordered after 15:00 shall be executed on the next business day with the relevant value date chosen by the client.

**5.1.5.** For transfers ordered in EUR through SEPA:

- 1) orders with value date on the same working day "SAME", submitted by 14:00 on working days are executed on the same day;
- 2) orders with value date on the same working day "SAME", submitted after 14:00 on working days are executed on the same day with value date on the next working day;
- 3) orders for transfers with value date "TOM" (next working day), submitted by 16:30 on working days are executed on the same day with the respective value date chosen by the client;
- 4) orders for transfers "TOM" (next working day), submitted after 16:30 on working days are executed on the next working day with the respective value date chosen by the client;

**5.1.6.** For transfers ordered in EUR through Target 2:

- 1) orders with value date on the same working day "SAME", submitted by 14:00 on working days are executed on the same day;
- 2) orders with value date on the same working day "SAME", submitted after 14:00 on working days are executed on the same day with value date on the next working day.
- 3) orders for transfers with value date "TOM" (next working day), submitted by 16:30 on working days are executed on the same day with the respective value date chosen by the client;
- 4) orders for transfers "TOM" (next working day), submitted after 16:30 on working days are executed on the next working day with the respective value date chosen by the client;

**5.1.7.** For transfers ordered in EUR through SEPA instant payments provided that the payment service provider of the payee is accessible through the payment system for instant payments):

- 1) orders submitted within the business day, in an office of the Bank, shall be executed with a value date on the same day, immediately;
- 2) orders submitted through the Internet banking or Mobile banking of the Bank shall be executed with a value date on the same day, immediately;

**5.2** When the Client who submits a payment order and the Bank agree that the payment order is to be executed on a certain day or on the day following the expiration of a certain period or on the day on which the payer provides the Bank with the necessary funds to execute the order, for a moment receipt of the payment order is considered the agreed day, and if that day is not working for the Bank - the next business day. When the payment accounts of the payer and the payee are opened in the Bank, the value date of the payee's payment account is the same business day.

**5.3** Upon receiving of funds on payment accounts, the Bank shall set the value date and make available to the payee's payment account the amount of the payment transaction after receipt of the funds from the respective payment service provider of the payer. The value date for crediting the payee's payment account is no later than the business day on which the Bank's account is credited with the amount of the payment transaction.

**5.4** When the payment accounts of the payer and the payee are opened with the Bank, the value date of the payee's payment account is the same business day.

**5.5** When executing a direct debit order, the Bank shall transmit the payment order to the payers payment service provider on the same business day on which the payment order was received or at least the next day, but so that the settlement could be done on the agreed date.

**5.6** Where the recipient does not have a payment account with the Bank, the last shall make available to him the funds received within the specified time limits.

**5.7** When cash is deposited by a user on a payment account with the Bank in the currency in which the respective payment account is opened, the Bank shall make the amount available and set the value date immediately after receipt of the funds.

**Refusal of execution a payment order**

**5.8** The Bank shall have the right to refuse to execute the payment transaction requested by the Client in the following cases: 1) the payment order received by the Bank does not contain all required standard requisites necessary for the execution of the payment transaction, i.e. there is missing, incomplete or inaccurate data; 2) The client has not provided the necessary funds to execute the order; 3) if there are restrictions under the current legislation of the Republic of Bulgaria, the applicable rules for the execution of the payment transaction, the present General Terms, the court / arbitration decision or the administrative act; 4) upon other terms and conditions for maintenance of the account agreed between the Client and the Bank.

**5.8.1.** Where the Bank refuses to execute the payment order, its denial, if possible, the reasons for it and the procedure for correcting the factual errors leading to the denial shall be communicated to the Client, unless there is a prohibition to provide such information under another law or act of the European Union.

**5.8.2.** The Bank shall provide or make available to the Client the notification under Art. 5.8.1 in due time, in the manner described in Section VII below, and within the deadlines for execution of payment operations in BGN, EUR and payment transactions related to a one-off exchange between BGN and EUR, provided that the exchange takes place in The Republic of Bulgaria as well as in cases of cross-border payment transactions when the payment transaction is made in euro.

**5.8.3.** When all the conditions set forth in these General Terms and Conditions are met, the Bank may not refuse to execute a payment order authorised by the Client, unless there is a limitation for the execution of the order under a statutory instrument. For cross-border transfers as well as for payments between residents and non-residents on the territory of the country, all documents required under the currency legislation shall be provided.

**5.8.4.** The Bank has the right to refuse execution of a payment order and in the cases of Art. 2.5 above.

**Irrevocability of the payment order**

**5.9** As a payer, the customer cannot cancel the payment order after receiving it from the Bank. Where the payment transaction is executed via a PISP, the payer may not cancel the payment order after he has authorised the PISP to initiate the operation or after having given its consent to the execution of the payment transaction in favour of the payee.

**5.9.1.** A payment order accepted by the Bank may be cancelled by the Customer by written notice to the Bank, including via the Internet Banking Channel, in the following cases:

- 1) for a credit transfer for a certain day - at the latest by the end of the business day preceding the agreed day of execution;
  - 2) for direct debit - at the latest by the end of the business day preceding the agreed day of debiting the Customer's account.
- 5.9.2.** Upon expiry of the established time limits, but not later than the crediting the payee's account, the payment order may be cancelled only by agreement between the Client and the Bank, and upon direct debit the consent of the recipient is also required.
- 5.9.3.** The Bank has the right to charge a fee for cancellation of the payment order, if such is provided in the Tariff of Fees and Commissions of the Bank.

#### **Official corrective transfer**

- 5.10** The Bank has the right to perform a corrective transfer by debiting the payment account of the Client without prior consent or order of the Client in the order and within the terms provided in Art. 96 of the LPSPS. The official corrective transfer is to the extent that the payment account is reimbursed in the state in which it would be before the execution of the incorrectly executed payment transaction.

#### **Transfer of payment accounts**

- 5.11** The Bank provides the Client with a payment account transfer service when the payment accounts are kept in the same currency with payment service providers located on the territory of the Republic of Bulgaria. The Bank may have the status of a transferring or receiving payment service provider.
- 5.11.1.** Transferring a payment account is to transfer, at the request of the Client, from the transferring payment service provider to the receiving payment service provider information about all or some orders for periodic transfers, periodic direct debits and periodic incoming credit transfers made to the account, and / or the transfer of the available balance, if any, from one account to another, with or without closure of the previous account.
- 5.11.2.** The Bank, in the capacity of a transferring payment service provider, may refuse to close the transferred account at the date specified by the Client due to the presence of Customer's outstanding debts on the account for which it notifies him/her.
- 5.11.3.** Detailed information on the payment transfer service provided is available on the Bank's website or in paper form at the Bank's offices.

### **VI. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES**

- 6.1.** For the payment services and operations performed, the Bank collects from the Client, respectively the Client is obliged to pay to the Bank fees and commissions in accordance with the Tariff of Fees and Commissions for Individuals of the Bank (the Tariff) in force at the date of collection of the fees and commissions the date of execution of the payment transaction for which they are due, and the Bank and the Client may negotiate other fees and commissions. The Bank reserves the right to change the Tariff, as the changes take effect for the Client under the terms and conditions of these General Terms and Conditions.
- 6.2.** The Bank has the right to collect ex officio from the Client's accounts the due, according to the account type, receivables for opening, keeping, maintaining and closing an account, servicing operations, as well as unduly received amounts in case of initial lack of reason, including as a result of fraud and / or wrong instructions and / or bank technical errors. In the absence of funds on the respective account, the Bank shall collect the required receivables from the balance on any other account of the Client with it, for which upon signing the Contract for Account the Client shall give his/her explicit written consent for direct debit in favour of the bank from accounts he/she holds.
- 6.2.1.** In the event that the Customer has an account in a currency other than the currency of his obligation to the Bank, the latter shall collect his claim from this account on the basis of the official buy / sale rates announced by the Bank on the day of the operation and the Bank's Tariff;
- 6.2.2.** The Bank reserves the right to charge the bill automatically for the payment of additional costs incurred, including the foreign banks in connection with the execution of the orders of the Client, respectively a proxy;
- 6.2.3.** In the event that due to a lack of funds in the account, the Bank cannot collect in full the fees or commissions due to it by the Client, the Bank shall, in the order of the direct debit, collect the entire balance of the account and settle its receivables in the amount up to the available balance;
- 6.2.4.** If after the actions under the preceding item for two consecutive months, which has a legal effect and a consequence of a notice, no funds are deposited in the account and the Bank cannot collect the due amounts and / or the fees for servicing the accounts, it shall have the right unilaterally to terminate the Bank Account Agreement and to close the account without further notice to the Customer.
- 6.3.** In the case of payment transactions within the territory of the European Economic Area, the payer pays the fees collected by his payment service provider and the payee pays the fees collected by his payment service provider, i.e., for these payment transactions, the Bank will execute payment orders with a SHA (shared) principle.
- 6.4.** The client can order the transfer outside the territory of the European Economic Area by choosing one of all eligible options; (1) SHA (shared fees); (2) OUR (all fees are for the ordering party) or (3) BEN (all fees are for the recipient) only through the use of a correspondent bank or the Target 2 payment system.
- 6.5.** Interest rates with which the Bank accrues funds to customers on payment accounts are determined by the relevant account contract and by the Interest Rate Bulletin. Disbursement and closure of accounts by the Client – Account holder are made in every office of the Bank, except for the accounts with special regime and purpose, the ordering of which is made in the office in which they are opened. Except as provided in these General Terms and Conditions, any bank account may be terminated under the terms and conditions of the relevant account agreement. The Bank reserves the right to change interest rates in the Interest Rate Bulletin, and the changes take effect for the Client under the terms and conditions of these General Terms and Conditions.
- 6.6.** In case the Customer is a foreign individual and according to the tax legislation of Republic of Bulgaria he/she owes a tax for his/hers interest income, the Bank ex officio calculates and collects the respective amount.
- 6.7.** When exchanging currency, the Bank shall apply the exchange rate buy or sell announced by the Bank in the Bank's cash desk and on its website [www.tbibank.bg](http://www.tbibank.bg). The Bank and the Client may negotiate other exchange rates.
- 6.8.** Upon receiving a transfer in a currency other than the one in which the Client's account is opened, he/she agrees to the Bank to convert the amount received into the currency of the account ex-officio, in which case the Bank applies the exchange rate announced by it at the time of conversion. The Bank and the Client may negotiate other exchange rates, except for transfers through payment systems for instant payments in BGN and EUR.

### **VII. PROVIDING OF INFORMATION AND CORRESPONDENCE**

- 7.1.** A basic way of providing information on a durable medium to all Clients is the publication of the relevant documents on the Bank's website [www.tbibank.bg](http://www.tbibank.bg) and the client has the obligation to regularly inform himself about the Bank's current payment terms from the electronic page or in the offices of the Bank. The bank ensures unchanged reproduction of the stored information.
- 7.2.** Upon opening an account, the Customer shall declare and indicate in writing to the Bank the method chosen by him/her for receiving any correspondence, notifications and other information from the Bank (hereinafter referred to as "Client Correspondence") as well as the periodicity of receipt of the Client's correspondence. At any time during the operation of the Framework Agreement, the Client has the

right to change the selected way of receiving the Client's correspondence by writing to the Bank. The official language of Client correspondence is Bulgarian or English.

- 7.3. Upon opening an account, the Client chooses one of the following ways to receive Client Correspondence - at the Bank's offices, via e-mail, by mail at a mailing address specified by the Customer.
- 7.4. Upon change of the correspondence address or e-mail address specified at the opening of the account, the Client is obliged to notify the Bank in writing within 7 days of the change and to provide the relevant evidence / documents for his changed address for correspondence. Until the notification under the preceding sentence, all Client correspondence sent to the last known address of the Bank is considered validly received.
- 7.5. It is considered that the Customer has been duly notified by the Bank of a payment transaction(s) and has duly received the Client's correspondence:
  - 7.5.1. after the expiration of 7 (seven) business days from the date on which the Bank has sent the Client's correspondence to the address specified by the Customer, if the Client has chosen to receive the Client Mail Correspondence;
  - 7.5.2. immediately after posting of the respective transaction, if the Customer uses the Bank's Internet Banking or Mobile Banking System, providing the opportunity for ongoing monitoring of all operations in real time;
  - 7.5.3. from the moment of the posting of the respective operation if the Customer has chosen to receive the Client's correspondence upon request.
- 7.6. The balance of a current account and the transactions under it are bank secrecy and account information is given only to the account holder and authorised by him by a notarised power of attorney or by the order established by the Credit Institutions Act. Where services under art. 2.6. are used, it is assumed the client has given his/her consent for disclosure of banking secrecy by the Bank when dealing with a third party provider of payment services.
- 7.7. Information on the holdings of a deceased holder's accounts shall be given to his heirs to and after the date of death, upon presentation of an inheritance or wills certificate.
- 7.8. The Customer is entitled to receive these General Terms and Conditions on paper at any time during the term of the Contract, as well as to download them from the Bank's website.

### VIII. USE OF PAYMENT INSTRUMENTS AND CHANNELS

- 8.1. Each Client may dispose of his accounts remotely by using the following remote access payment instruments and/or channels: Internet Banking, after providing a signed Application for the use of Internet Banking as per the Bank's template; Mobile banking, after installing the mobile application on a mobile device and completing the identification process; Payment Initiation Service Providers (PISP) and Account Information Service Providers (AISP) following registration of the account for online accessibility (in Internet banking); debit card, after completing an Application form for Issuing an International Debit Card as per the Bank's template, in which he/she provides the Bank with the data necessary for issuing a card; credit card, after completing a Formal Application, in which he/she provides the Bank with the data necessary for issuance of a card and after a concluded Credit Card Agreement for access to a granted credit limit. The Bank issues the payment instrument and provides it to the Client together with the appropriate security means (PIN code, certificate, password, etc.), ensuring compliance with the legal requirements and the requirements of its internal rules and procedures for keeping it secret from its employees and third parties.

#### Bank cards

- 8.2. The Bank shall issue bank payment cards (debit, credit and pre-paid ones) with requisites complying with the standard requirements of the relevant card payments international organisation (ICO) and a personal identification number (PIN code) and with the Customer's name embossed on the face side. The bank debit, credit and pre-paid cards issued by the Bank may be used both in the country and abroad. The rights and obligations of the Bank as issuer of the respective card and of the Cardholder shall be provided for under the agreement entered into by them and in accordance with the General Terms & Conditions on bank cards issuance by TBI Bank EAD.

#### Online banking

- 8.3. The Bank's customers can use Internet banking at the electronic address [www.tbibank.bg](http://www.tbibank.bg) 24 hours a day, without a day off, as the payment orders are executed during the Bank's working hours in accordance with the deadlines set in the Bank's Tariff for acceptance and processing of BGN and foreign currency transfers, with the exception of transfers through payment systems for instant payments in BGN and EUR, which are executed at any time.
- 8.4. The Bank shall generate a user number and password personal to the account holder or to a person authorised for the purpose by a Power of Attorney witnessed by a Notary Public. The customers may also use a QES (qualified electronic signature) issued by a supplier of certifying services approved by the Bank in advance where the QES holder must coincide with the holder of the accounts with the Bank.
- 8.5. Where the Customer executes active operations, the Bank shall require inputting of additional password/s as follows:
  - 8.5.1. a password received via SMS to a mobile number of a Bulgarian or foreign mobile operator or
  - 8.5.2. a password generated by means of a universal electronic signature by the QES issuer.
- 8.6. The entry of a username and password(s) through the Bank's Internet banking channel shall have the effect of a valid certification code agreed between the issuer and the authorised holder.
- 8.7. The Internet banking services shall only be used after the Customer's personal statement. The authorisation for receipt of certifying means should be expressed and granted to the account holder by means of a Power of Attorney signed by the account holder before a Bank's employee and the authorisation for operating the accounts via Internet banking – by a Power of Attorney witnessed by a Notary Public. The use of a certificate on behalf of the Customer shall be subject to preliminary consultations with the Bank. The Bank shall have the right to refuse accepting a Power of Attorney containing incorrect or unclear data or clauses that do not match with the data of other submitted documents.
- 8.8. The Internet banking services may be used in one of the following forms at the Customer's choice:
  - 8.8.1. Internet Passive Banking – for executing of reference operations via the System and operations relating to the Services security: checking the balance and movements on the accounts; change of the System access password;
  - 8.8.2. Internet Active Banking – for executing via the System of the following types of payment and non-payment operations: intra-bank transfer orders; orders on transfers in national currency; orders on transfers in foreign currency; generation and sending of templates with beneficiaries' data and ready forms; FX exchange orders; orders on withdrawal of funds in cash; orders on disbursement and repayment of a bank loan; sending of Freestyle messages.
- 8.9. The Bank reserves the right of adding new or changing the above-mentioned services by notifying its customers via the respective channels and on its Internet page.
- 8.10. To activate the Internet banking with the Bank the Customer shall be required to sign an Application form for the use of Online Banking indicating the numbers of the accounts for which he wishes to receive information or execute banking operations via the Internet banking channels.
- 8.11. Any change in the Internet banking shall be made by filing an Application form for the use of Online Banking with the necessary changes signed by the Customer.

- 8.12.** Any transfers via the Internet banking channels shall be executed respecting the following conditions:
- 8.12.1.** any transfers between local and foreign persons and cross-border transfers shall be executed respecting the requirements of the Currency Act and the rules on enforcement thereof. Where any further documents are required by the legislation in force (a document serving as grounds for executing a transfer, a declaration of financial credit, etc.), they shall be presented through free message functionality immediately after the ordered transfer but no later than the deadlines pointed in Art. 5.1.3.;
  - 8.12.2.** the Bank may require presentation of documents on electronic or hardcopy carrier in compliance with the applicable legislation;
  - 8.12.3.** the payment documents with fixed future value date of execution shall be processed on the date specified in the payment document as the processing shall take place automatically one-off in the beginning of the system day with sufficient balance on the account available by the end of the previous day.
- 8.13.** The Customer shall receive information on an executed operation via the relevant Internet banking channels as his own responsibility is to review such information on regular basis.

#### Mobile banking

- 8.14.** The Bank's clients can use Mobile Banking through the Bank's mobile application TBI MobApp, installed on a mobile device (smartphone or tablet) with Operation system version of Android 4.1, iOS 9 or newer, 24 hours a day, 7 days a week, where payment orders are executed during the working hours of the Bank in accordance with the deadlines set in the Bank's Tariff for acceptance and processing of BGN transfers.
- 8.15.** The Bank registers a username and password for access to the mobile application entered personally by the Account Holder.
- 8.16.** In case the Client performs active operations, the Bank requires the introduction of an additional (one-time) password received via SMS to a mobile number to a Bulgarian or foreign mobile operator.
- 8.17.** The entry of a username and password(s) through the Bank's mobile banking channel shall have the effect of a valid certification code agreed between the issuer and the authorised holder.
- 8.18.** The Mobile Banking services are used only after successful installation of the Bank's mobile application on the Client's mobile device and completion of the Client's identification process.
- 8.19.** Mobile banking services are used for:
- 8.19.1.** performing the following types of payment operations: intra-bank transfer orders; orders on transfers in national currency; orders on transfers in foreign currency; crediting a payment account in national currency by debit / credit card. The limits for use are not lower than 1 national currency unit and not higher than 2000 national currency units;
  - 8.19.2.** visualization of account movement and balance, as well as account information.
- 8.20.** The Bank reserves the right to add new, and change the services listed above, by notifying customers through the relevant channels as well as in the mobile application.
- 8.21.** Transfers through mobile banking channels are carried out in compliance with the following conditions:
- 8.21.1.** Transfers between local and foreign persons are made in compliance with the requirements of local legislation. In case additional documents are required by the current legislation (document-basis for transfer, financial credit declaration, etc.), they are submitted to the Bank's office or through the free message functionality of the Bank's Internet banking in the presence of the relevant registration, immediately after ordering the transfer, but not later according to the deadlines specified in item 5.1.3;
  - 8.21.2.** The Bank may require the submission of documents on electronic media or paper in accordance with the requirements of applicable legislation;
- 8.22.** The Client receives information after performing an operation through the respective channels of Mobile Banking, and it is his/her personal responsibility to regularly become acquainted with this information.

#### Using payment services via Payment Initiation Service Providers (PISP) and Account Information Service Providers (AISP)

- 8.23.** Payment orders shall be executed during the Bank's business hours in accordance with the deadlines for acceptance and processing of BGN and foreign currency transfers specified in the Bank's Tariff.
- 8.24.** In case the Client uses these type of payment services, the Bank also requires the input of additional password (s) received via SMS to a mobile number to a Bulgarian or foreign mobile operator.

#### IX. RESPONSIBILITY

- 9.1.** The Bank shall remit the amount of the payment operation in full, without deducting any charges thereon. The Bank shall not effect partial transfers under individual payment orders or direct debit orders. The Bank in its capacity of beneficiary's bank may, prior crediting the beneficiary customer's account, deduct from the transferred amount the charges due by the Customer in accordance with its Tariff. In this case the value of the payment operation shall be stated in the information provided to the Customer separately from the amount of charges deducted by the Bank.
- 9.2.** Where a payment order has been executed in accordance with the unique identifier, such order shall be deemed accurately executed as regards the beneficiary indicated by the unique identifier. The Bank shall not be liable for non-execution or inaccurate execution of the payment operation in the event of inaccurate unique identifier provided by the Customer. In this case the Bank is obliged to undertake within the scope of the due care to make every effort to recover the amount of the payment operation.
- 9.3.** In the event of non-execution of a payment operation due to providing of an invalid unique identifier, the Bank of the Customer in his capacity of ordering party shall refund the amount of the payment operation to the Customer's account on the next business day. Where the Customer has provided an inaccurate or invalid unique identifier, the Bank shall make every effort within the scope of the due care to recover the amount of the payment operation, for which the client owes the Bank fee pursuant to the Tariff in force at that time.
- 9.4.** In the event that the reimbursement under Art. 9.3 is not possible, the Bank shall, upon written request from the Client, provide him with all information available to him regarding the refund.
- 9.5.** When the Customer has submitted a payment order to the Bank as a payer, the Bank shall be liable to the Customer for the exact execution of the payment transaction unless it proves to the Customer or to the payee's payment service provider that the payee's payment service provider has received the amount of the payment transaction within the statutory period, in which case the payee's payment service provider is liable to the payee for the exact execution of the payment transaction and immediately provides the payee Assignment of the recipient the amount of the payment transaction and, where applicable, credits the payee's payment account with the corresponding amount. The Bank is liable to the Customer as the payer for the correct execution of the payment transaction and promptly reimburses to the Customer the amount of the outstanding or inaccurate payment transaction and, where applicable, refunds the debited payment account in the condition it would have been if the payment transaction had not been incorrectly executed as the Customer's payment account is credited with a value date no later than the date when the account was debited with the amount of the payment transaction. In the event of a default or inaccurate payment transaction ordered by the Client as a payer, the Bank shall, upon request, take action within the due diligence to track the payment transaction and notify the Client of the outcome.
- 9.6.** When the payment order is submitted by or through the Customer as the recipient, the Bank shall be liable to the Customer for the accurate transmission of the payment order to the payment service provider of the payer within a time limit allowing for settlement at the agreed date. In this case, the Bank shall immediately transmit the respective payment order to the payer's payment service provider. In



the event of delayed transmission of the payment order, the value date of crediting of the payment account of the Client with the amount of the transaction shall be no later than the date on which the amount would have been credited if the transaction was executed without delay. The Bank shall be liable to the Client in the capacity of the recipient for the execution of the payment transaction and shall make available to the Client the amount of the payment transaction immediately after the account has been credited with that amount, as the payment account of the Client shall be credited with the amount of the transaction with a value date later than the date on which the account would have been credited if the transaction had been executed correctly. In the event of a non-executed or incomplete payment transaction ordered by the Client in its capacity of a payee, the Bank shall, upon request, take action within the due diligence to track the payment transaction and notify the recipient of the outcome.

- 9.7.** The Bank shall not be liable for damages and lost profits from the execution of payment transactions executed until the day of receipt of written notification of any changes or circumstances under Article 3.2 and Art. 3.7 including in cases where he has executed a payment order made by a person who has legitimated for this purpose with regular documents from outside which are false (with false content and / or non-authentic) documents and has certified his / her disposal rights on a bank / payment account, including a power of attorney on a regular basis, in cases where the representative power of the person has been terminated before the Bank has been notified in writing of the termination of the person's credentials.
- 9.8.** The Bank shall not be liable under the present Section in the cases of force majeure, extraordinary or unforeseen circumstances beyond the Bank's control, the consequences whereof would inevitably occur notwithstanding the positive efforts for preventing thereof, as well as in the cases where the Bank has acted in pursuance of a statutory obligation under the law of the European Union or the legislation of the Republic of Bulgaria.
- 9.9.** Where the Customer is a user in his capacity of payer he shall have the right of requiring the Bank to recover the whole amount of payment operation already executed and authorised, including in the case of a payment transaction executed by means of a payment card, if it has been ordered by or through the beneficiary and if the following conditions are met:
- 9.9.1.** by the time of giving an authorisation for executing the payment operation its precise amount has not been stated;  
and
- 9.9.2.** the value of the payment operation exceeds the value expected by the Customer in view of his previous expenses on similar operations, the provisions of the present General Terms & Conditions and any other circumstances specific of the case.
- 9.10.** The request on recovering the amount shall be made by the Customer to the Bank within 56 days as from the date on which his account has been debited. At the Bank's request the Customer shall present evidence of existence of the above-mentioned conditions.
- 9.11.** Within 10 working days of receipt of the request, the Bank shall reimburse the Client for the full amount of the payment transaction executed and the value date for authorising the Customer's payment account shall be no later than the date on which the account was debited with the amount of the payment transaction. The Bank may refuse to refund the amount by indicating the grounds for refusal and the authorities to which the Customer may raise an objection if he/she does not accept the reasons for refusal. The Bank may not refuse the refund in the cases of Art. 82, para. 7 of the LPSPS.
- 9.12.** The Customer may not demand recovery of the whole amount of a payment operation already executed and authorised relying on reasons relating to an FX exchange if the exchange rate agreed with the Bank under the present General Terms & Conditions has been applied.
- 9.13.** The Customer shall not be entitled to refunding of the whole amount of a payment operation already executed and authorised if he has given his consent on executing the payment operation directly to the Bank and the Bank or the beneficiary have provided or made available to the Customer any information on the forthcoming payment operation in an agreed manner at least 28 days prior the date of execution of the payment operation.
- 9.14.** In the event of unauthorised or inaccurate payment transactions, the Client is obliged to inform the Bank in writing without undue delay. It is considered that the Customer has become aware of an unauthorised or inaccurate payment transaction at the latest within the time limits specified in Art. 7.5 above, but not later than 13 months from the date of debiting his account. The Bank shall not be liable for unauthorised or inaccurately executed payment transactions where it has not received notification of this within the time limits provided for in this Article.
- 9.15.** The Bank shall immediately reimburse to the Customer the value of the unauthorised payment transaction and in any case no later than the end of the next business day after having noticed or been notified of the operation unless the Bank has reasonable suspicion of fraud and has notified the relevant competent authorities for this. Where necessary, the Bank shall recover the Customer's payment account in the condition it would be in if the unauthorised payment transaction had not been executed as the Customer's payment account shall be credited with a value date no later than the date on which the account was debited with the amount of the payment transaction.
- 9.16.** The Customer shall sustain all losses relating to any unauthorised payment operations where he has caused such losses through fraud or default of one or more of his obligations in his capacity of user of a payment instrument, wilfully or through gross negligence. In these cases the Customer shall sustain the damages regardless of the amount thereof. Provided that the Customer has notified the Bank of any loss, theft, misappropriation or unauthorised use of the payment instrument as soon as he has become aware of it, the Customer shall sustain no property damages ensuing from the use of a lost, stolen or misappropriated payment instrument except in the cases when the Customer has acted fraudulently.
- 9.17.** Where the Customer is a User and he claims that he has not authorised the execution of a payment operation or that the operation has been executed inaccurately, the Bank shall bear the burden of proof with respect to establishing the authenticity of the operation. Establishing the authenticity is a procedure allowing the Bank to check the legal use of a specific payment instrument, including its personalised protection features. The use of a specific payment instrument shall be determined by the Bank's rules and procedures for execution of the respective payment operation. A Customer who is a User shall sustain all losses relating to all unauthorised payment operations ensuing from the use of a lost, stolen or misappropriated payment instrument where the Customer has failed to preserve the personalised protection features of the instrument, up to a maximum amount of BGN 100.
- 9.18.** Where the Bank of the Customer in his capacity of payer is liable to him for a payment operation inaccurately executed where the funds have been mistakenly entered into an account with a unique identifier other than the payment order specified in the payment order or for an unauthorised payment transaction in which the recipient's account has been credited with an amount other than that specified by the payer in the payment order or where the payment transaction has been executed more than once, the Bank has the right to request from the payer's Payment Service Provider to executes a correcting transfer from the beneficiary's account to which the funds have been misdirected within 5 business days as from the date on which the Bank has recovered the amount of the inaccurately executed payment operation on the Customer's account, but not later than one month after it has been notified by him or in by another method of the inaccurately executed payment operation.
- 9.19.** The Bank of the Customer in his capacity of beneficiary of an inaccurately executed payment operation shall effect a correcting transfer from the beneficiary's account to an account with the payer's payment service provider within 5 business days as from receipt of the demand under the previous article. Where no correcting transfer has been effected under the order and within the time-limits fixed under the previous articles, the relations between the Bank and the Customer shall be settled under the general order.

- 9.20.** When the payment order is submitted by the Client via a Payment Initiation Service Provider (PISP), the Bank reimburses the Client in the amount of the outstanding or incorrectly executed payment transaction and, where applicable, reimburses the obligated payment account back to the state in which it would not have been subject to an incorrectly executed payment transaction.
- 9.21.** Where the payment initiation service provider is responsible for the failure, inaccuracy or delayed execution of a payment transaction, it shall promptly, at the request of the Bank, indemnify it for any damages suffered and the amounts paid as a result of the payer's refund.

## X. ADDITIONAL PROVISIONS

### **Changes in the general terms and conditions**

**10.1.** The Bank may at any time to amend and supplement these General Terms and Conditions by notifying the Client of the change made at least two months before the date on which they become effective by communicating to designated venues in its offices and by publishing on its website [www.tbibank.bg](http://www.tbibank.bg) or under the procedure for providing information under Section VII above. The Client may receive the amended General Terms and Conditions in hard copy in the Bank's offices or download them freely from its website. The Bank shall notify the Client of any change made to these General Terms by telephone or e-mail provided by the Customer upon conclusion of the Contract.

### **Changes in interest rates, fees and commissions**

**10.2.** The Bank may unilaterally change interest rates subject to the following conditions:

**10.2.1** Any changes to the interest and exchange rates based on the reference interest rate or the reference exchange rate shall apply immediately and without prior notice by the Bank and shall be binding on the Customer as from the date of publishing thereof on the Internet page of the Bank;

**10.2.2** For current accounts intended solely for the execution of payment transactions (services), the changes shall enter into force from the date of publication of the updated Interest Rate Bulletin on the Bank's website, unless otherwise stated in the updated Interest Rate Bulletin, later date of entry into force. For Clients with already existing such accounts, the changes will enter into force after the expiration of two months from the date of publication of the updated Interest Bulletin on the Bank's website under Art. 62, para. 1 of the LPSPS;

**10.2.3** For combined accounts, remote access products (such as the "Free Money" account) and / or mixed use, the changes will take effect for all Bank customers, including those with already existing accounts, from the date of publication of the correspondingly updated Interest Rate Bulletin on the Bank's website, unless otherwise stated in the updated Interest Rate Bulletin, a later date of entry into force, in accordance with Art. 62, para. 1 of the LPSPS.

**10.3.** Changes in the type and amount of fees and commissions that the Bank collects for the opening and keeping of payment (current) accounts intended solely for the execution of payment transactions as well as for the execution of payment and other operations on such accounts shall take effect on the date of publishing the updated Tariff on the Bank's website, unless another updated later date of entry into force is specified in the updated Tariff. For customers with already established such accounts, the changes take effect after the expiration of two months from the date of the announcement of the updated Tariff on the Bank's website according to Art. 62, para. 1 of the LPSPS.

**10.4.** Changes in the type and amount of fees and commissions that the Bank collects on its combined accounts (such as the Free Money Account) and / or mixed-purpose accounts are effective for all Bank customers, including those with the already opened such accounts, from the date of publication of the updated Tariff on the Bank's website, unless another later date of entry into force is specified in the updated Tariff.

**10.5.** In any case, the changes to the interest or exchange rates which are more favourable for the Customer, shall apply immediately and without prior notice by the Bank and shall be binding on the Customer as from the date of publishing thereof on the Internet page of the Bank. The Customer shall be deemed bound by any other possible amendments to the present General Terms & Conditions, Tariff, Interest Rate Bulletin of the Bank, etc., upon expiry of two months as from the date of publishing thereof on the Internet page, if he has not exercised his right under art. 62, par. 2 of the LPSPS, that is, to immediately terminate the Frame Agreement at any time within the above-mentioned two months' period.

**10.6.** The scope of the provided payment services may be expanded by the mutual consent of the Bank and the Customer whereby the two-month period of prior notification shall not apply.

**10.7.** Any amendments to the legislation concerning the terms and conditions of maintenance a payment account, as well as the provision of payment services shall be binding on the Bank and the Customer as from the moment of entering into force thereof.

### **Others**

**10.8.** The Bank shall provide to the Customer information on the payment operations executed by him and on the services rendered in the Bulgarian or English language.

**10.9.** The processing of personal data for the purpose of automatic exchange of financial information in the field of taxation under the Tax and Social Security Procedure Code shall be carried out by automatic means in compliance with the European Union Law, the Personal Data Protection Act and the international treaties to which the Republic of Bulgaria is a party. In order to fulfil its statutory obligations, the Bank applies procedures for complex customer verification and in addition provides information to the National Revenue Agency.

**10.10.** In the event of any discrepancy between the provisions of the present General Terms and Conditions and the agreement on a specific payment service, the clauses of the Agreement shall prevail. The stipulations of the legislation in force in the Republic of Bulgaria shall apply to any issues not provided for under the present General Terms and Conditions and the individual agreements.

**10.11.** The present General Terms & Conditions on providing of payment services have been adopted by decision of the Management Board from 23.10.2015 and come into force from 27.10.2015; as amended by a decision of the Management Board from 01.12.2016 and entered into force on 01.12.2016; as amended by a decision of the Management Board from 03.10.2018 and shall enter into force on 08.10.2018; as amended by a decision of the Management Board from 13.09.2019 and shall enter into force on 14.09.2019; as amended by a decision of the Management Board from 19.11.2021 and shall enter into force on 22.11.2021; as amended by a decision of the Management Board from 30.05.2022 and shall enter into force on 31.05.2022; as amended by a decision of the Management Board from 10.08.2022 and shall enter into force on 10.08.2022.

I accept the present General Terms and Conditions of the Framework Payment Services Agreement from.....  
 ..... (Full name)

Date: .....

Signature: .....

For TBI Bank EAD: .....

(Full name, position and signature)