

GENERAL TERMS AND CONDITIONS OF DSK BANK AD FOR PROVISION OF PAYMENT SERVICES TO BUSINESS CLIENTS

I. GENERAL PROVISIONS

A. Information about DSK Bank as a payment service provider

1. DSK Bank AD (hereinafter referred to as the Bank) is a commercial company registered with the Commercial Register and the Register of Non-Profit Legal Entities at the Registry Agency with UIC 121830616. Head office and registered address: Sofia, 19 Moskovska Str.; tel: 0700 10 375, fax: (02) 980 64 77; e-mail: call_center@dskbank.bg; BIC/swift: STSABGSE. The general working time for the Bank with Clients on official working days in the country is from 8:30 to 17:00.
- 1.1. DSK Bank AD carries out banking activities based on license No. B 03, issued by the Bulgarian National Bank, which supervises the activity.

B. Purpose and scope

2. These General Terms and Conditions are an integral part of the agreements that DSK Bank AD (hereinafter referred to as the Bank) concludes with business clients (hereinafter referred to as the Client/s) for the provision of payment services namely:
 - 2.1.1. Agreement for the opening and servicing current account, Agreement for issuing and servicing a debit and prepaid card Agreement for access to DSK Bank AD electronic channels.
 - 2.1.2. Other contracts and agreements, regardless of their name, which explicitly provide for the application of these General Terms and Conditions thereto.
- 2.2. Unless otherwise provided in these General Terms and Conditions, wherever the word "Agreement" or its derivative forms are used, they shall mean any of the agreements referred to under item 2.1.1 and 2.1.2
- 2.3. Under special conditions agreed in the individual Agreement, which deviate, cancel and/or conflict with individual para. of these General Terms and Conditions, the agreed special conditions shall prevail. For the avoidance of doubt, no variation, loss, or contradiction in the headings of the General Terms and Conditions referred to in the relevant Contract, and in these General Terms and Conditions.

C. General rules for establishing identity, entering into an Agreement, and working with persons representing the Client

3. Business clients of the Bank are:
 - 3.1. persons registered as traders under Bulgarian or foreign legislation, and persons who conduct economic activity on legal grounds
 - 3.2. foreigners who carry out commercial activity through a branch or a trade representation or in another way permissible by law
 - 3.3. freelancers
 - 3.4. public organizations – non-profit organizations registered as independent legal entities, and unincorporated groups who are not subject to registration
 - 3.5. budget organizations
 - 3.6. subdivisions of the entities under item 3.1., 3.4. and 3.5.
4. The Clients are represented by their legal representatives or other persons who, by law or on the basis of authorization, have the right to represent them, and all actions performed by the respective representatives are performed on behalf and at the expense of the Client.
 - 4.1. When using instruments for remote access to an account, the representatives specified under item 4 may be called cardholders (when using bank cards) or users (when using electronic channels).
5. When entering into an Agreement, as well as at any time of its transaction, the Bank shall identify the Client based on the applicable legislation.
6. The Agreement shall be concluded, and the disposal of an account shall be made by the Client through the persons who have the right to represent it by law or on the basis of a power of attorney.
7. In case at the time of concluding the Agreement, a Client who is not registered in the Commercial Register and the Register of Non-Profit Legal Entities (TRRYULNT) has not provided an up-to-date supporting document for registration/good standing, issued by a competent registration authority for the exercise of a profession or activity by power of a regulatory act, he/she undertakes to submit to the Bank a scanned copy thereof at the following e-mail address: Digital.Sales@dskbank.bg within 5 working days from the conclusion of the Contract.
 - 7.1. In case of non-fulfillment of the obligation under item 7 or in case it is established from the document under item 7 that the Client has provided false information, the Bank shall terminate the Agreement unilaterally and without notice upon expiration of the term under item 7. The Bank shall not be liable for any damages suffered as a result of the termination.
8. The Bank shall identify the representatives or other persons who by law have the right to receive information or to dispose of an account, in consistence with the procedures referred to under item 5.
9. The Client shall inform the Bank in writing of any withdrawal of a power of attorney as soon as it is withdrawn. The Bank shall not be liable for amounts paid, orders executed or other actions performed on behalf of the Client on the

basis of a power of attorney if the Bank has not been notified in writing that the power of attorney has been withdrawn.

10. When working with electronic channels, the initially concluded access agreement, as well as the additional agreements subsequently concluded to it (including submitted Requests for Change of Access to the Electronic Channels), which make changes to the requested access, have the force of a power of attorney, by virtue of which the legal representative of the Client or a person expressly authorized by a notary power of attorney, authorize the users with the right to represent the Client before the Bank when working with the electronic channels on behalf and at the expense of the Client, according to the specified type of access for each individual authorized user, including to perform disposal actions with the funds on the Client's accounts, in case the selected access allows it.
- 10.1. The powers granted last in time in writing are considered valid with regard to the disposal of funds and the rights granted for making payment transactions through electronic channels. They have priority over all other powers of the authorized user, granted to him by other powers of attorney, unless the powers are explicitly withdrawn by a written statement by the authorizer to DSK Bank AD in the form of a "Declaration for withdrawal of a power of attorney for electronic banking through DSK Direct" or in another form, according to the Bank's template.
- 10.1.1. In cases where a specific user who has rights for information services on a current account is authorized by an additional agreement to the Agreement for Access to the Electronic Channels and with rights defined in the Supplement Agreement as specific rights/groups of specific rights, the information, disposal and other rights in the electronic channels granted to all users so far shall remain unchanged.
- 10.2. In case of withdrawal of the power of attorney of a proxy who has entered into an Agreement for access to the electronic channels on behalf of the Client, the access to the users granted on the basis of this agreement shall be preserved, unless otherwise specified in the submitted "Declaration for withdrawal of a power of attorney for electronic banking through DSK Direct" or another form in a form of the Bank. If the declaration for withdrawal is submitted to the Bank by a person other than the person who signed it, the signature on the declaration must be notarized. The revocation of the power of attorney does not affect the rights of the Client's legal representative(s).

D. Communication between the parties related to the conclusion and performance of the agreement

11. The Agreement and the communication between the Parties shall be in Bulgarian. In the event that, at the Client's request, the Agreement is drawn up bilingual in Bulgarian and in a language other than Bulgarian, the Bulgarian text shall prevail.
- 11.1. All statements of legal significance of the Parties shall be made in writing on paper and delivered to the other Party in person or sent by post.
- 11.2. The Bank shall be entitled to make the statements referred to in the preceding paragraph, as well as any other information statements, also at the e-mail address, telephone number (incl. via short text messages via the mobile network or mobile applications, hereinafter referred to only as "text messages"), at the correspondence address, or via the Bank's electronic channels (Internet banking, mobile applications) specified by the Client, if there is an agreement between the parties for their use. In the cases provided for by law or specified in separate sections of these General Terms and Conditions, the Bank may also make statements by publications, available in the Bank's offices and on its website www.dskbank.bg.
- 11.3. In case of any changes in the initial data provided by the Client when concluding the Agreement, the Client undertakes to inform the Bank in writing within 7 days of the change and to submit the relevant evidence/documents, if issued. Otherwise, all notifications, invitations and other communications sent to the last address for correspondence, e-mail or telephone (incl. mobile) known to the Bank shall be considered received.
- 11.4. The Client shall notify the Bank of any change in his legal status, as well as in case of change of the persons who have the right to represent him and/or dispose of the funds on his accounts. These changes are effective in relation to the Bank only from the moment when it has been notified in writing about them, including in cases where the changes are subject to entry and/or disclosure in a public register.
- 11.5. In case of a change in the persons who have the right to represent the Client by law, the access rights to the electronic channels of a deregistered/dismissed legal representative shall be terminated, but the access rights of the users duly authorized by him/her shall be preserved, unless the Client expressly withdraws them. A legal representative who has not been duly identified by the Bank pursuant to item 8 of the Act. with item 5, does not automatically receive the right to use the instruments for remote access to an account.
- 11.6. Upon request by the Bank, within 30 working days, the Client is obliged to provide up-to-date documents and information, including, but not limited to, related to the legal status of the Client, its beneficial owner(s) and the persons (natural and legal) who directly or indirectly participate in the capital, ownership and control structure, etc.
12. In case documents required under the current legal provisions, or additionally requested by the Bank, including with regard to payment orders, requesting and changing used products/services or updating of already submitted ones, are submitted by the Client electronically, the Client is obliged to keep the originals of the documents sent in this way and to provide them upon request by the Bank.
13. These General Terms and Conditions are available and provided by their publication on the Bank's website (www.dskbank.bg), and the Client shall have the right at any time during the term of the Agreement to download them from there, in an unchangeable form, as well as upon request to receive the same on paper, valid as of the date of their downloading/provision.

E. Provision of information about and in relation to the used products and services

- 14.** The balance on a current account and the transactions thereon shall be a bank secret and information on the account shall be given only to the Client and to a person authorized by the Client with a notarized power of attorney, or under the procedure established by the Credit Institutions Act or other applicable legal act. Information about the accounts of a deceased Client (in case he is a sole trader/freelancer/farmer/craftsman) shall be given to his inheritance, upon presentation of a certificate of heirs or a will.
- 14.1.** The information under item 14 may also be provided to payment service providers selected by the Client for provision of account information and/or payment initiation in the event that the Client has granted consent under the respective procedure and the account is accessible through any of the Bank's electronic channels.
- 14.1.1.** In the presence of consent under item 14.1, the Bank may provide to a payment service provider that issues card-based payment instruments a confirmation of whether an amount corresponding to a payment transaction ordered by the Client using a bank card is available on an account of the Client to which the Client has access through any of the Bank's electronic channels. Confirmation is only a positive or a negative response, without providing a statement of the availability and transactions performed on the account. Upon request by the Client, the Bank shall provide the identification data of the payment service provider issuing card-based payment instruments, as well as the response provided.
- 14.1.2.** The Client shall be deemed to have received the information referred to under item 14 and item 14.1 when, after being identified, the information has been provided to the relevant Service.
- 14.1.3.** By signing a contract for issuance and servicing of a bank card, the Client gives his/her consent for the cardholder/s to receive information about the balance on the bank account accessed through the issued debit card, as well as about the operations carried out solely through the use of this card.
- 14.2.** The Bank shall prepare statements of the balances and transactions made on the current account, which the Client can receive upon request at an office of the Bank, by postal shipment to an address specified by him/her or in the manner agreed in the Agreement. The statements are also available to customers in the Bank's electronic channels.
- 14.3.** The Bank shall provide the Client with current information on the balance, movement and executed payment transactions on accounts (including an e-money account) and through the electronic channels of the Bank, and the information on payment transactions shall be provided on the day of debiting the account and shall be available after this date in the order, manner and periodicity provided for in the Agreement and these General Terms and Conditions.
- 14.3.1.** The Client shall be deemed to have received the information referred to under item 14.2 and 14.3 when, following its provision in the Client's legal representative profile in one of the electronic channels or a user of the Client with rights granted for this purpose in the respective electronic channels, one of them has logged in to use the services of the channel by entering a username and password.
- 14.3.2.** Current account balance information may also be provided in a receipt from an ATM terminal.
- 14.4.** The Client shall be deemed to be duly notified of the executed payment transactions on accounts after receiving the information under item 14.3 and 14.3.2.
- 14.5.** The Client's representatives or persons authorized by them may also receive information by text messages in case they request the service and indicate a mobile phone number to which the messages are to be sent.
- 14.6.** In case of a legal representative/user of the Client switches to another mobile operator, but keeps his/her number, he/she is obliged to inform the Bank or change the code of his/her mobile operator through the electronic channels of the Bank. Otherwise, the consequences under item 11.3 shall apply.
- 14.7.** The Bank does not control the receipt of text messages sent to the Client and is not responsible when, for reasons beyond its control, such as - lack of contractual relations of the Client with mobile operators and/or providers of telecommunication/Internet services; due to technical reasons related to the mobile operator and/or provider of telecommunication/Internet services or the technical means of the Client (e.g. lack of bandwidth, roaming coverage, Internet connection, disconnected phone, etc.), the Client did not receive or received the sent text message with a delay.
- 14.8.** Clients who have requested to receive text messages are considered to have been notified by the message of the information provided therein, including a transaction performed and an unpaid service bill.
- 14.9.** The Client has access to information and other services on products and services provided by the Bank by calling the Call Center.
- 14.10.** The Bank has the right to send text messages about promotions, offers and products and services offered by the Bank, to which the Client can object by calling the Call Center: 0700 10 375/*2375 or by e-mail address – call_center@dskbank.bg.

II. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES**A. Fees and commissions**

- 15.** The Client shall pay fees and commissions in accordance with the Tariff for the interest, fees and commissions applied by the Bank on services rendered to Clients (hereinafter referred to as the "Tariff"). The amount of the fees shall be determined in accordance with the Tariff effective at the date when the fees and commissions are collected, respectively at the date of the executed transaction/ provided service in relation to which they are due. On the basis of Art. 67, para. 4 of the Law on Payment Services and payment operations and in deviation of Art. 68, para. 1 of the same Act, the Bank may also charge a fee for providing the Client with a statement of the balance and operations performed on the current account in accordance with the Tariff, effective as of the date of collection of the fee. The Bank's Tariff is available for reference and information at the Bank's offices and on the Bank's website (www.dskbank.bg).
- 15.1.** The Client shall ensure funds are available in his/her accounts for the fees for the transactions and services referred to under item 15.
- 15.2.** On the basis of consents provided by the Client in contracts for products/services concluded with the Bank or in other written documents, the Bank collects ex officio the amounts due by the Client under all contracts concluded

with the Bank from the balance on the account participating in the operation (including when using a bank card – from the account to which the card was issued), respectively from a current account specified by the Client in the following cases: when the operations have been carried out on special accounts for safekeeping of other people's funds (capital storage account, accounts under Art. 23 of the Law on Payment services and payment operations "food vouchers", etc.), as well as from all current accounts opened in his name with the Bank, in BGN and foreign currency, incl. electronic money accounts, and the amount due is converted to the BNB fixing for the respective currency on the day of collection. The Bank shall notify the Client of the grounds, amount and date of the amounts collected with the account statement.

- 15.3. The Bank has the right to stimulate its customers by applying fee discounts or other special conditions to the products and services used by them.
- 15.4. In case of change of the applicable tariff plan, the new amount of the monthly fee shall be collected at the end of the calendar month in which the change has been made. The change in the fees for ordered transfers is made from the moment of requesting the change of tariff plan.

B. Interest rates

16. Interest shall be charged on the amounts on the opened payment accounts in accordance with the current interest rates as of the date of accrual, announced in the Interest Rate Bulletin of the Bank, as an annual interest rate for the respective type of account and in the respective currency. The interest is charged in the currency in which the account is kept. Unless otherwise provided in the Agreement or elsewhere in these General Terms and Conditions, the interest is charged daily and capitalized on the last day of each calendar month or upon closing of the account. The interest is calculated according to the simple interest formula based on 360 interest per year and 30 interest per month. Information on interest rates is available on the Bank's website (www.dskbank.bg), as well as at the Bank's offices.

C. Exchange rates:

17. When ordering (including via remote access instruments)/receiving amounts of payment transactions in a currency other than the currency of the account, as well as when returning to the account amounts of a transfer ordered in a currency other than the currency of the account, the amount of the transaction/received transfer shall be converted into the currency of the account at the Bank's exchange rate for the relevant transaction and channel as specified in the Tariff on the date of ordering/receiving/returning. For bank card transactions, amounts shall be converted in accordance with item 17.3 – item 17.7.

- 17.1. Information on the value of the exchange rates applicable by the Bank is available in the offices, the Bank's website, the Currency Information section, as well as in the event that these services are used through an electronic channel – in the respective electronic channel.

- 17.2. The Client has the opportunity within the general working hours of the Bank (until 17:00 h.) on each official working day for Bulgaria to contract a foreign exchange transaction at a preferential exchange rate for an amount equal to or greater than EUR 5,000 or their equivalent in the respective currency, calculated at the BNB fixing. Preferential exchange rate may be negotiated for currency pairs (e.g. EUR/BGN, USD/BGN) from the currencies quoted by the Bank listed on its website, Currency Information section. It can also be done through DSK Direct Internet Banking, taking into account the following features:

- 17.2.1. The transaction shall be deemed to be concluded with the approval of the exchange rate proposed by the Bank, in case there is sufficient balance on the current account participating in the transaction. When the amount is more than 250,000 units for the following currencies: EUR, USD, GBP, CHF and AUD or the equivalent of more than 250,000 euros for the other currencies, the customer's request is processed by a dealer. The transaction is considered concluded with the approval of the rate proposed by the dealer and after the visualization of a message confirming the successful conclusion of the transaction. If the transaction is not concluded, in order for a new exchange rate to be offered, it is necessary to again declare a desire to buy or sell the respective currency. By concluding the transaction:

- 17.2.1.1. The bank shall block the required amount. In case the credit transfer under item 17.2.1.2. is not ordered, the amount is unblocked within two hours after the end of the Bank's general working hours, and when the transaction is refused, the amount is automatically unblocked.

- 17.2.2. The User, who has initiated the currency transaction, undertakes to make a credit transfer between the Client's own accounts or to the account of a third party by 17:15 on the day on which the transaction for the purchase and sale of foreign currency is concluded. If a transfer is not ordered or the transaction is refused, the Bank is entitled to conclude a transaction opposite to the one confirmed by the user through Internet banking, at the Bank's exchange rate for the respective currency for that day, published on its website, Currency Information section. The reverse transaction is executed with an amount equal to the amount for which it was initially indicated that currency exchange is desired. Any profits or losses realized as a result of the reverse currency transaction are at the expense of or in favour of the Client, and are accounted to his account within 2 working days after the conclusion of the transaction.

- 17.3. For bank card transactions performed in a currency other than the currency of the account, the amount of the transaction is converted from the currency of the transaction into the currency of the account according to the exchange rate for card transactions, announced on the Bank's website, Foreign Exchange Information section, as follows:

- 17.3.1. For accounts in BGN:

- 17.3.1.1. when debiting the Client's account – from the currency of the transaction in BGN at the selling rate for card transactions for the respective currency;

- 17.3.1.2. upon receipt of amounts – from the currency of the transaction in BGN at the buy for card transactions exchange rate for the respective currency.

- 17.3.2. For accounts in euro:

- 17.3.2.1. when debiting the Client's account – from the currency of the transaction in BGN at the sell for card transactions rate for the respective currency and from BGN to EUR at the buy for card operations of the Bank;

- 17.3.2.2. upon receipt of amounts – from the currency of the transaction in BGN at the rate of buy for card operations for the respective currency and from BGN to EUR at the rate of sell for card operations of the Bank.

- 17.3.3. For accounts in US dollars

- 17.3.3.1. when debiting the Client's account – from the currency of the transaction in BGN at the sell for card transactions exchange rate for the respective currency and from BGN to USD at the buy rate for card operations of the Bank;
- 17.3.3.2. upon receipt of amounts – from the currency of the transaction in BGN at the rate of buy for card operations for the respective currency and from BGN to USD at the rate of sell for card operations of the Bank.
- 17.4. For a transaction in a currency for which no exchange rates for card transactions of the Bank for this currency have been announced, the amount of the transaction shall be converted from the currency of the transaction into the currency of the Bank's settlement account (EUR) at a rate determined for the respective day by the international card organizations (MasterCard International, VISA International or others, hereinafter referred to as "ICS"), and the Bank shall convert the amount received on its account into the currency of the Client's account:
- 17.4.1. For accounts in BGN:
- 17.4.1.1. when debiting the Client's account – from EUR to BGN at the sell rate for card transactions for EUR;
- 17.4.1.2. upon receipt of amounts – from EUR to BGN at the buy rate for card transactions for EUR.
- 17.4.2. For accounts in euro:
- 17.4.2.1. when the Client's account is debited – the account is debited with the settlement amount calculated by the ICR;
- 17.4.2.2. upon receipt of amounts – the account is credited with the settlement amount calculated by the MCO.
- 17.4.3. For accounts in US dollars:
- 17.4.3.1. upon debiting the Client's account – from EUR to BGN at the Sell for Card Transactions for EUR and from BGN to USD at the Buy for Card Transactions for USD Exchange Rate;
- 17.4.3.2. upon receipt of amounts – from EUR to BGN at the Buy for Card Transactions for EUR and from BGN to USD at the Sell for Card Transactions for USD Exchange Rate.
- 17.5. For a transaction with a bank card made in BGN and with a currency of the account other than BGN, the amount of the transaction is converted from BGN to the currency of the Client's account:
- 17.5.1. For accounts in euro:
- 17.5.1.1. when debiting the Client's account – from BGN to EUR at the buy rate for card operations of the Bank;
- 17.5.1.2. upon receipt of amounts – from BGN to EUR at the exchange rate of the Bank.
- 17.5.2. For accounts in US dollars:
- 17.5.2.1. when debiting the Client's account – from BGN to USD at the buy rate for card operations of the Bank;
- 17.5.2.2. upon receipt of amounts – from BGN to USD at the rate of sale for card operations of the Bank.
- 17.6. In case of reversal of a transaction made in a currency other than the currency of the account, the rates applied by the Bank when accounting for the operation are applied to the currency conversion.
- 17.7. For operations where the client has accepted the currency and value of the payment transaction, proposed by the Bank servicing the terminal device (Dynamic Currency Conversion), the following applies:
- 17.7.1. The amount and currency of the transaction are considered to be the amount and currency confirmed by the Client at the time of the transaction, and the procedure under item 17.3 is applied. – item 17.6.;
- 17.7.2. a payment service provider servicing an ATM and POS terminal may apply fees for currency conversion of payment transactions made at the terminal devices. Where the terminal facilities are located in the territory of the European Union, the relevant payment service provider should designate the fees as a percentage margin to the latest available euro reference exchange rates of the European Central Bank (ECB).

III. CURRENT ACCOUNTS

A. General provisions

18. A current account is a type of payment account held in the name of a payment service user - the account holder, referred to as a "Client" in these General Terms and Conditions, which is used to make payment transactions and on which the widest range of payment services are provided
- 18.1. The Bank opens and concludes contracts for current accounts, an integral part of which are these General Terms and Conditions, including: a) Standard Current Account; b) Current account of an insurance broker; c) Trust "escrow" account; d) Special current account of a private bailiff; e) Notary's Special Current Account; g) Special current account of a lawyer/law firm; h) Current account of a farmer; i) Special account of a client for whom insolvency proceedings have been opened; k) Liquidation account of a client declared in liquidation, etc.
- 18.2. Upon entering into an account agreement, the Bank shall provide the Client with the International Account Number (IBAN) and the Business Identification Code of the Bank (BIC).
- 18.3. Payment services are provided and payment transactions are executed up to the amount of the available balance on the account formed by the Client's own funds and overdraft facility, if any.
- 18.4. The account balance may be exceeded as a result of collecting outstanding fees and commissions, executing instructed transactions (including transactions for which the Client has granted consent to the payee, as well as off-line transactions), including via a remote access instrument, etc. Where there is an agreed overdraft on the Account, the overdraft shall be treated as an unauthorised overdraft which shall bear interest at the agreed overdraft rate plus a penalty late fee. Where there is no agreed overdraft facility on the account, the overdraft shall be treated as an unauthorised overdraft facility which shall bear interest at the fixed rate for unauthorised overdraft facilities as published in the Bank's Interest Bulletin in force on the date on which interest is charged.
- 18.5. The Client shall repay the amount of the unauthorised overdraft immediately upon becoming aware of the overdraft. In cases where the overdraft results from the execution of transactions ordered by the Client, the Client shall be deemed to have become aware of the overdraft at the time the order for the relevant transaction was submitted. The Bank shall notify the Client of the overdraft in the monthly account statement and through the information services available in the Internet banking DSK Direct and mobile app DSK Business.
- 18.6. The amounts under item 18.5 shall be collected from all accounts of the Client with the Bank on the basis of the Client's consent.

B. Guarantee from the Deposit Guarantee Fund

19. Under the Bank Deposit Guarantee Act (BDGA), the Client's accounts in BGN and foreign currency are guaranteed under the terms and conditions of the BDGA by the Bank Deposit Guarantee Fund (the Fund). The Bank Deposits Guarantee Fund guarantees full payment of the amount of the deposits held by a single person in one bank, irrespective of the number and amount thereof up to a total of BGN 196,000.

- 19.1. No guarantee is provided for deposits arising or related to transactions or actions constituting money laundering within the meaning of Art. 2 of the Measures against Money Laundering Act or Terrorist Financing within the meaning of the Measures against Financing of Terrorism Act, confirmed by an enforceable court sentence.
- 19.1.1. The guaranteed amounts of deposits in the Bank shall not be paid to: a) other banks, when they are made on their behalf and at their expense; b) financial institutions under Art. 3 of the Credit Institutions Act; c) insurers and reinsurers under Art. 12 of the Insurance Code; d) pension insurance companies and funds for compulsory and voluntary pension insurance; (e) investment firms; (f) collective investment schemes, national investment funds, alternative investment funds and special purpose vehicles; g) budgetary organizations under § 1, item 5 of the Additional Provisions of the Public Finance Act; h) the Investor Compensation Fund, the Bank Deposit Guarantee Fund and the Guarantee Fund under Art. 518 of the Insurance Code.
- 19.2. The Bank shall provide the Client with information on the deposit guarantee in the form of a Newsletter prior to entering into the agreement. After the conclusion of the agreement, the Bank will inform the Client about the conditions for guaranteeing the deposit by maintaining a Newsletter on its website (www.dskbank.bg). Upon request, the Newsletter can also be provided on paper at an office of the Bank.

IV. PAYMENT SERVICES

A. General provisions

20. The Bank provides the following types of payment services: (a) services related to the deposit and withdrawal of cash; (b) execution and receipt of cash transfers; (c) execution and receipt of credit transfers; (d) execution and payment of direct debits; (e) execution of transactions with instruments for remote access to an account; (f) payment initiation services; (g) provision of account information services
21. The manner, procedure, terms and conditions, and deadlines for the provision and execution of payment services are detailed in this Chapter "PAYMENT SERVICES", as well as in the following sections of these General Terms and Conditions: Debit and Credit Cards, Remote Access to a Payment Account to Provide Account Balance Confirmation, Payment Initiation Services and Account Information, and Electronic Channels, governing specific features of transactions with remote access instruments or through a payment service provider to initiate payment.
22. The Bank shall provide a payment service only on the basis of a payment order addressed thereto for the execution of a payment transaction.
- 22.1. The Bank executes payment transactions only on the order of the Client or with his prior consent to the extent and under the conditions set by him, and in the case of transactions with a remote access instrument - also in line with the limits on the instrument, if any, except in the case of enforcement under the procedure established by law and in the case of an official corrective transfer. The limits for operations with a remote access instrument may be determined and changed by the legal representative(s) of the Client without the consent of the third parties authorized to use the respective remote access instrument.
- 22.2. The Bank does not monitor the legality and does not control the subject matter of the transaction in connection with which a payment service is provided, unless this is provided for by a regulatory act or is agreed upon by a separate agreement concluded between it and the client.
- 22.3. Order/ Consent to perform payment transactions may be given: a) in person in front of an employee of the Bank; b) remotely - by using a instrument for remote access to an account; c) remotely through a payment initiation service provider.
- 22.3.1. Payment orders under item 22.3., „a” may be submitted during the general working hours of the Bank under item
- 22.3.2. Payment orders under item 22.3., „b” and „c” may be submitted on days and hours and outside the general working hours under item 1., and in the period 22:00-04:00 there may be difficulties due to partial interruptions in the operation of electronic channels.
- 22.4. Depending on the procedure chosen by the Client for submitting a payment order/granting consent, it should be submitted to the Bank as follows:
- 22.4.1. when submitted to an employee of the Bank - in writing, signed by the Client on paper or in electronic form with an electronic signature;
- 22.4.2. when submitted through any of the Bank's electronic channels – in writing in electronic form (electronic payment order) with an electronic signature;
- 22.4.3. when submitted through a bank card – by using the personalized security tokens and/or, as the case may be, by using other elements to establish the identity of the Client (for example: CVV/CVC code, name on the card, expiration date);
- 22.4.4. when submitted through a payment service provider for payment initiation – in writing electronic form, signed with an electronic signature
- 22.5. The order/consent shall be submitted in a form prepared by the Bank. When the order/consent is submitted through or at the initiative of the recipient (including for bank card transactions) or through a payment initiation payment service provider, it may also be in accordance with the template of the respective recipient, respectively provider. Regardless of the chosen order for submission of a payment order/consent, the Client is responsible for the consequences resulting from incorrectly filled in or submitted data in or incorrect preparation of the payment order/consent.
- 22.6. Unless otherwise provided in the relevant place in these General Terms and Conditions, the order shall be deemed to have been received:
- 22.6.1. on the same working day when the order is accepted within the Bank's general working time;
- 22.6.2. on the following official working day for the country, when it is accepted outside the general working hours for the Bank or on a non-working day
- 22.7. In order to ensure the accurate execution of payment orders, subject to the type of payment service, the Client must provide the Bank with at least IBAN or any other unique identifier of the payer's account from which the order must be executed and/or IBAN or any other unique identifier of the payee's account to be credited
- 22.8. Payment orders shall only be executed if there is sufficient balance in the account, including the agreed overdraft (if any), to fully execute the order. Partial execution of payment orders are not allowed. In the event of insufficient funds to execute a payment order, no partial execution shall take place, except in the case of executing an ex officio corrective transfer. Transfers, not executed due to lack of funds as of the date of execution of the order or on any other grounds under these General Terms and Conditions, shall not be executed, regardless of subsequent receipt of funds, with the exception of periodic credit transfers with a future execution date - in case an additional period

- for searching for funds is specified in the provided order and sufficient funds are provided for the execution of the respective transfer during this period.
- 22.9. Payment orders for package transfers (transfer of employees' salaries, advances, pensions, etc.) are processed if there is sufficient balance on the current account for the total amount of the package transfer. When executing a package transfer, which contains an order for a transfer that cannot be executed, it is rejected and proceeds to the execution of the next ones in the list. The client receives information on rejected transfers.
- 22.10. Payment orders shall be executed in the chronological order in which they are received by the Bank. When the execution date specified by the Client, respectively the execution date under item 28.6., is a business day - single transfers received with a current order date shall be executed before previously received orders for periodic transfers or transfers with a future execution date.
- 22.11. The Client may not cancel an order after it has been received by the Bank
- 22.11.1. After the moment of receipt of a payment order, and in case a day for future execution is agreed upon - after the end of the business day preceding the execution day specified by the client, respectively after giving consent to a payment service provider to initiate payment for payment transactions, but before crediting the recipient's account or sending the transfer to the respective payment system, The Client may cancel the order only with the consent of the Bank, for which he/she pays a fee according to the Tariff effective as of the date of cancellation.
- 22.11.2. When the payment transaction is initiated by the payee (direct debit and bank card transactions) or through the payee (bank card transactions), the Paying Client may not cancel an order after it has been transmitted or after he/she has consented to the execution of the transaction in favour of the payee. In the case of a direct debit, the Client, if he is the payer of the transaction, may cancel an order at the latest by the end of the business day preceding the agreed day for debiting the account. After these periods, but no later than the crediting of the payee's account, an order may be cancelled only with the consent of the Bank and the receipt. The deducted for the cancelled operation is non-refundable.
- 22.11.3. The provisions of items 22.11.1 and 22.11.2 shall not apply in the case of instant payments.
- 22.12. By accepting these General Terms and Conditions, the Client undertakes to cooperate with the Bank in case there is a need to clarify the banking transactions carried out by him/her, as well as to provide the Bank within 1 week from the request with additional information or documents that may be requested by the Bank in relation to the performance of its obligations under the Measures against Terrorist Financing Act, Measures against Money Laundering Act, its implementing regulations and the international instruments in this area to which the Republic of Bulgaria is a party.
- 22.12.1. The Bank does not execute payment orders in case the Client refuses or fails to provide the information and/or documents requested by the Bank under item 22.1., or other necessary documents, in accordance with the current legislation. In this case, the Bank shall not be liable for damages suffered as a result of non-executing the order.
- 22.13. DSK Bank does not execute payment orders, incl. through remote account access instruments linked in any way to individuals, legal persons, organizations, entities or countries/jurisdictions subject to sanctions or the implementation of which would violate restrictive measures imposed by a competent national authority, by the competent authorities of the European Union or by virtue of UN Security Council resolutions. Transfers to persons who are nationals or have a connection with a country subject to sanctions or restrictive measures fall within the scope of the restriction in the preceding sentence, even if the persons themselves are not subject to sanctions or restrictive measures.
- 22.13.1. The Bank may refuse to execute payment orders, incl. through remote account access instruments associated with sanctioned individuals or countries/jurisdictions that would violate sanctions imposed by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC).
- 22.13.2. In the cases of imposed sanctions under item 22.13 and item 22.13.1 in relation to the Client, the Bank does not execute the Client's orders to perform payment transactions and has the right to block the instruments for remote access to the Client's accounts.
- 22.13.3. The Bank shall not be liable if a correspondent bank delays, refuses to execute, or blocks an amount of a payment transaction in a currency ordered by the Client in the cases under item 22.13 and item 22.13.1.
- 22.14. In all cases where the Client is subject to the measures under the Measures against Financing of Terrorism Act, the Bank shall block the funds on the account opened with it. The Bank has the right to freeze funds on an account opened with it in cases where the Client is subject to measures pursuant to acts of European Union bodies imposing such actions.
- 22.15. The Bank does not provide payment services, and the Client undertakes not to order payment transactions related to virtual currencies (cryptocurrencies, bitcoins, etc.), including, but not limited to, payments to trading platforms in such currencies.
- 22.16. If the Bank is notified or has reasonable doubt to believe that the Client is carrying out activities related to virtual currencies or using the account for illegal purposes, incl. money laundering, the Bank has the right to refuse the execution of payment orders, incl. through the instruments for remote access to the Client's accounts.
- 22.17. In case of suspicion of orders under item 22.13., item 22.13.1., item 22.13.2. and 22.15 the Bank may request, and the Client undertakes to submit the documents and information requested by the Bank within three days.
- 22.18. The Bank shall not be liable for damages resulted from the delay or non-executing an order in the cases mentioned above under item 22.13. – item 22.16. The Client is obliged to indemnify the Bank for all costs and/or damages, including pecuniary sanctions, in connection with the order submitted by him/her in case such has been suffered/imposed.

B. Refusal to execute a payment order

23. The Bank has the right to refuse the execution of a payment transaction if:
- 23.1.1. there are restrictions under the current legislation, according to the applicable rules for the execution of the respective operation, the Agreement for opening and servicing the account and/or these General Terms and Conditions
- 23.1.2. if more than one correspondent bank, with which DSK Bank has concluded a contract for clearing services, refuses to perform a specific operation or operations of a certain type, or refuses to service payments to

- companies carrying out a certain activity, and without the participation of such a correspondent bank, the payment transaction cannot be executed.
- 23.1.3. There is no declaration submitted by the Client, required by the regulatory requirements, including the Measures Against Money Laundering Act, the Currency Act, the acts on their implementation, etc., or for which the Client has not submitted the necessary legally required documents in time.
- 23.1.4. The execution is impossible due to technical errors or inconsistencies in electronic communications with the standards of RINGS, SWIFT, TARGET2 AND BISERA.
- 23.2. When the Bank refuses to execute a payment transaction, it shall notify the Client of the reasons for the refusal and the procedure for correcting the factual errors, if any, within the deadlines for the execution of the transaction, unless there is a prohibition on the provision of such information under another law or act of the European Union.
- 23.3. The Client shall pay a fee for the provision of a notification under item 23.2., according to the current Tariff for fees and commissions of the Bank as of the date of sending the notification if the refusal for the implementation of the transaction is reasonable.
- 23.4. Transaction orders shall not be executed when there are technical errors or discrepancies in electronic orders.
- 23.5. Payment orders, in which the Client has indicated a date for payment execution preceding the date of receipt of the order by the Bank shall not be executed.
- 23.6. Orders for payment transactions shall not be accepted also in cases when, upon request by a bank employee or a Merchant, the Client refuses to provide an identification document for identification and verification of his signature.

C. Special conditions for ordering and executing payment services

Depositing cash

24. In order to ensure the correct execution of the transaction, the Bank should be provided with an IBAN or the number with which it has designated the account indicated in the account agreement.
- 24.1. When the order is placed before an employee of the Bank, the account of the recipient in the Bank is credited and the amount is available to the immediately after the Bank receives the funds in the currency of the account
- 24.2. When the deposit is ordered through the ATM of DSK Bank, the order is placed by using a bank card in consistence with the procedure provided in the Debit and Credit Cards Section.
- 24.3. The order item 24.1. and item 24.2., may not be withdrawn after it has been received by the Bank.

Cash withdrawal

25. In order to ensure the correct execution of the transaction, the Bank should be provided with an IBAN or the number with which it has designated the account indicated in the account agreement.
- 25.1. Withdrawal of amounts over a certain amount is made with a preliminary request of two business days, and the Client pays a fee according to the Tariff effective as of the date of the operation. In case no request is submitted, the Client shall pay a fee in a higher amount, specified in the Tariff, and the Bank may refer the Client to another office of the Bank for servicing.
- 25.2. When the order is placed with an officer of the Bank at its office, the account shall be debited, and the funds shall be handed over to the payee immediately after the Bank receives the order. The order may not be withdrawn after it has been received by the Bank. Where the withdrawal is made through ATM and POS terminals, the order shall be placed by using a bank card according to the procedure, and within the time limits set out in the Debit and Credit Cards Section.

Execution of money remittance

26. The available money transfer is a service where the funds for the transfer are provided by the Client from his/her current account with the Bank and are received or are available to the recipient at the Bank or at another bank without the recipient having an open payment account.
- 26.1. In order to ensure the correct execution of an money remittance, the Client must provide the name/firm of the recipient and its unique identifier by completing them in the payment order. When ordering a cash transfer to another bank, the Client must also provide a service IBAN number to the recipient's bank, which serves to receive cash transfers.
- 26.2. After receipt of the order, but before crediting the bank's official account of the recipient or sending the transfer to the relevant payment system, the Client may cancel the order only with the consent of the Bank, for which he/she shall pay a fee in accordance with the Tariff on the Fees and Commissions of the Bank, effective as of the date of cancellation.
- 26.3. When the amount of the money remittance, is ordered to be received at the Bank, the Bank shall make the amount available to the recipient on the day of receipt of the order. When the amount of the available money transfer is ordered to be received at another bank, the terms under item 28.3. apply.

Receiving money remittance

27. money remittance to a payment account with the Bank can be received through the Bank or through another payment service provider without the payer having an open payment account with that payment service provider.
- 27.1. In order to ensure the correct execution of the transaction, the payee-Client (the payment account holder) must provide the payer with an IBAN of his/her account and the payer must provide it to his/her payment service provider.
- 27.2. The Bank shall validate the account and make available to the recipient-Client the amount of the credit transfer no later than the business day on which its account is credited with the same amount.

Execution of a credit transfer

28. In order to ensure the correct execution of a credit transfer, the Client must provide, by completing in the payment order, the IBAN of his/her account, and:
- 28.1.1. For transfers to countries in the European Union: IBAN or any other unique identifier of the recipient's account, and when the payment service provider of the recipient is not a bank and the legislation applicable thereto does not provide for IBAN designation - the unique identifier of the recipient's account;
- 28.1.2. For transfers where the recipient's payment service is not in the European Union: except the data under item 28.1.1, and the BIC of the recipient's provider.

28.2. After the moment of receipt of the order, and under item 28.6. - after the end of the business day preceding the day of execution specified by the Client, respectively after the consent of a payment initiation service provider has been given to initiate a payment transaction, when the payment transaction is made on the initiative of a payment initiation service provider, but before crediting the account of the recipient or sending the transfer to the relevant payment system, the Client may cancel the order only with the consent of the Bank, for which he/she shall pay a fee in accordance with the Tariff on Fees and Commissions of the Bank, effective as of the date of cancellation.

28.3. One-off payment orders ordered with a current execution date shall be executed as follows:				
Transaction:	Payment system/Type of transfer:	Amount:	Ordered to:	Within the following period for crediting the payment account of the payment service provider of the payee:
In BGN	BISERA/Standard	Up to BGN 30 000	18:30	Same working day
		over BGN 30 000	17:00	Same working day
	RINGS / Express	no limitation	15:00	Within one hour of receipt of the order
	Instant/Blink	up to BGN 10 000	no limitation	Immediate or near-immediate execution
In EUR	Regular	no limitation	14:00	To EEA and non-EEA countries participating in the SEPA credit transfer scheme - on the next working day
	Express			To EEA and non-EEA countries participating in the Target2 payment system - same working day
	Instant/ SEPA Instant	Up to EUR 100 000 (DSK Direct) Up to EUR 15 000 (DSK Business)	No limitation	To EEA and non-EEA countries participating in the SEPA Instant scheme - immediate or near-immediate execution
Other transfers in foreign currency	Regular	no limitation	14:00	Up to 4 working days
	Express			Up to 2 working days

28.4. The Bank shall execute payment orders in BGN or in currency on accounts opened with the Bank on the same business day when the orders are accepted within the term under item 22.6.1.

28.5. Payment orders submitted after the hours under item 28.3., shall be executed the terms under item 28.3., as of the next working day.

28.6. A credit transfer may be ordered for one-time or periodic execution on an agreed future date or upon fulfillment of a condition set in advance by the Client for maintaining a minimum balance on an account with the Bank. In this case, the order shall be deemed to have been received on the agreed day for future execution, and if this day is not working for the Bank - on the last business day preceding the date specified by the Client - when it is agreed that the payment order will be executed on a certain day or on the day following the expiration of a certain term, or on the day on which the Client fulfills the condition for execution of the transfer. The Order may be canceled by the Client before the end of the business day preceding the execution day specified by the Client. The Client may order the amount of a one-time transfer with a future execution date to be set aside in advance on the account, in which case the Bank blocks the amount and the Client cannot dispose of it, unless he/she cancels the order for a credit transfer within the terms and conditions provided for in these General Terms and Conditions.

28.6.1. Periodic and single transfers with a future execution date shall be executed by the Bank after the end of the business day for all offices of the Bank, on the execution date specified by the Client or the business day on which a condition set by the Client is fulfilled.

28.6.2. When executing an internal bank transfer, the Bank provides the funds from the transfer to the recipient's account at the time of debiting the sender's account.

28.6.3. When executing of periodic or single interbank transfer with a future execution date through BISERA, the Bank shall debit the account of the originator on the date or on the day of execution determined by the Client, by sending the transfer to the payment system - with a value date the next business day. Periodic transfers and transfers with a future date of execution through RINGS are not accepted.

- 28.6.4. If the date or day specified by the Client for the execution of a credit transfer with a future date or a periodic credit transfer is a non-working day, the transfer shall be executed within the following deadlines:
- 28.6.4.1. from the sender's account – on the last working day preceding the date of execution specified by the Client, in the event that by that day/date there is sufficient availability in the Client's bank account to execute the transfer
- 28.6.4.2. on the recipient's account: a) for intrabank transfers – at the time of debiting the sender account; b) for interbank transfers – with value date the first following business day.
- 28.6.5. Periodic and single credit transfers with a future date of execution are executed only from accounts in BGN or EUR. In the case of intrabank transfers, the recipient's account may be in any currency, and in the case of currency conversion, the last non-cash rate of the Bank for the day on which the sender's account is debited shall be used.
- 28.6.6. Periodic and single credit transfers with a future date of execution in a currency other than BGN shall be executed only to accounts with DSK Bank.
- 28.6.7. In the case of interbank periodic and single credit transfers with a future date of execution in BGN, the recipient's account may be only at a local commercial bank or a branch of a foreign bank on the territory of the country.
- 28.6.8. Orders for periodic transfers with a future execution date of EUR 15 000 or more or their equivalent in another currency ordered through electronic channels shall not be accepted.
- 28.6.9. Upon withdrawal of an order for a periodic credit transfer or a transfer with a future date of execution, no future payment transactions shall be executed on the basis of that order.
- 28.6.10. For orders received through PC (Personal Computer) banking, the value date of the operation is the date on which the order is finally confirmed, in case it is signed by several authorized persons, unless otherwise provided in General Terms and Conditions for the specific hypothesis.
- 28.6.11. For the transfers ordered via the Internet and PC banking, as well as through the DSK Business and DSK MC@Sign mobile applications, the value date of the transaction is the date on which the transfer is signed and confirmed with an electronic signature and sent for execution by the Bank, unless otherwise provided in these General Terms and Conditions for the specific hypothesis.
- 28.7. When executing payment transactions through the electronic channels of the Bank, the user may fill in, sign and send to the Bank in Bulgarian or English the necessary in connection with the operations "Declaration of Origin of Funds" under the Law on Money Laundering and "Declaration on the Amount and Grounds of the Transfer for Cross-Border Transfers and Payments to Third Parties in the amount of EUR 15,000 or the BGN equivalent, or more or their equivalent in foreign currency" pursuant to Ordinance No. 28 of the BNB on the information and documents submitted to payment service providers when making cross-border transfers and payments to a third country. In case the respective declaration is filled in and signed in English, the client undertakes, at the request of the Bank, to immediately submit to the Bank a translation of the declaration into Bulgarian.

Receiving a credit transfer

29. A credit transfer to the account can be received by order of the Client - from his other accounts, or by order of third parties – from their accounts. In order to ensure the correct execution of the transaction, the payer must provide its payment service provider with an IBAN of the Client's account and when the payment service provider is in a country outside the European Union and the Bank's BIC.
30. The Bank shall validate the account and make available to the Client the amount of the credit transfer no later than the business day on which its account is credited with the same amount.

Execution of direct debit

31. In order to ensure the correct execution of a direct debit, the Client must provide the IBAN of his/her account.
- 31.1. When the payer's payment service provider is a bank, in the payment order the Client must fill in the payer's IBAN or other unique account identifier and, where the payment service provider is not a bank - the payer's unique account identifier.
- 31.2. The Bank accepts a direct debit order and provides it to the payer's payment service provider without verifying the reason for using the direct debit.
- 31.3. For the moment of receipt and the deadlines for sending an order for execution of direct debit to the payment service provider of the payer, item 28.2.- 28.5. shall apply accordingly.
- 31.4. The payment service provider of the payer may refuse to execute the direct debit if, within 5 working days of receipt of the order, the conditions for its execution do not occur.
- 31.5. The Bank shall credit the account and make available to the Client the amount of the direct debit no later than the business day on which its account is credited with the same amount.

Payment by direct debit

32. In order to ensure the correct payment by direct debit, the Client must provide the IBAN of his/her account, as well as the name (firm) of the recipient, by filling them in the direct debit consent.
- 32.1. The Bank executes payment by direct debit based on the written consent of the Client according to a form of the Bank, drawn up in two copies, one of which is sent to the recipient.
- 32.2. Consent for direct debit is considered received from the moment of its deposit with an employee of the Bank within the official working hours
- 32.3. After receiving the payment order for direct debit from the Bank or after the end of the business day preceding the agreed day for debiting the account, but before the account of the recipient is credited, the Client may cancel the direct debit order only with the consent of the Bank and the recipient, for which the Client shall pay a fee in accordance with the Tariff on fees and commissions of the Bank, in force at the date of cancellation.
- 32.4. Upon withdrawal of consent for periodic direct debits, no future payment transactions shall be executed on the basis of this order
- 32.5. The Bank shall execute a direct debit order after being received, by verifying whether:
- 32.5.1. there is prior consent of the payer
- 32.5.2. there is sufficient balance on the account to execute the transaction
- 32.5.3. the conditions for executing the direct debit order are satisfied, including the documents required for its execution, if such are agreed.

- 32.6. The Bank shall refuse to execute the direct debit order if, within 5 working days of receipt of the order, the conditions for its execution under item 32.5. have not occurred.
- 32.7. The Bank is not a party to the relationship between the Client and the recipient of the payment by direct debit, and in case the recipient is a provider of a certain type of service (incl. utilities), the Bank is not responsible for the actual provision and quality of the service.

D. Remote access to a payment account, for provision of account balance confirmation services, payment initiation services and account information

33. When the Client's payment account is accessible through the DSK Direct Internet banking, the Client has the right to allow access to it to third parties – providers of bank card issuance services, who request confirmation of account balance; payment initiation payment service providers or account information payment service providers. For this purpose, the Client provides the Bank with consent for the provider to gain access to the necessary data and information for a payment account and for the disclosure of facts and circumstances constituting a banking, commercial or other secret protected by law.
- 33.1. The Bank accepts incoming requests for confirmation of account balance, payment orders and requests for information submitted through the respective provider under item 33, provided that the identity of the user of the electronic channel and/or the authenticity of the remote payment transactions initiated by him/her is established by using a username and password and/or an electronic signature. In case of established identity and/or authenticity, the Bank accepts any received order, request for information or confirmation of availability, as given by the Client and with his/her consent.
- 33.2. The Bank is not a party to the relations between the Client and the service providers under item 33, as it does not monitor and is not responsible for the quality of the services offered by them, for possible disputes arising between the Client and these providers, as well as for the lawful performance of their activities.
- 33.3. The Client shall be fully responsible for the selection of a supplier under item 33, as well as for determining the conditions under which the respective provider will provide such services.
- 33.4. Users may give upon request the username and password provided by the Bank only to service providers under item 32, who are duly registered or licensed to perform the relevant services. The Bank shall not be liable for damages incurred by the Client as a result of providing a username and password to a provider who does not meet the specified requirement or other requirements for the lawful performance of its activities.
- 33.5. The Bank has the right to refuse access to a payment account to a payment service provider for issuing bank cards, providing account information or payment initiation payment services, in case it establishes or has grounds to believe that there is unauthorized access or access to the Client's payment account for fraudulent purposes on the part of the provider, including unauthorized initiation of a payment transaction or initiation of a payment transaction for fraudulent purposes. In such cases, the Bank will make the necessary efforts to inform the Client, except when the provision of such information is not allowed for security reasons or in view of compliance with regulatory requirements preventing the Client from being informed.

V. INSTRUMENTS FOR REMOTE ACCESS TO AN ACCOUNT – GENERAL TERMS

34. Remote account access instruments are personalised devices and/or a set of procedures that are used repeatedly to identify the Client and enable the submission of payment orders and the use of other services, provided by the Bank remotely.
- 34.1. The Bank offers the following types of instruments for remote access to an account:
- 34.1.1. bank cards (debit and prepaid);
- 34.1.2. electronic channels (under p. 69)
- 34.2. To identify the Client and/or authenticate payment transactions ordered by him/her remotely, the Bank may require the use of one or more of the following personalised security tools:
- 34.2.1. **PIN (personal identification number)** – generated by the Bank or a secret code assigned by the Client related to the Remote Account Access Instrument, representing a combination of numbers that is known only to the Client.
- 34.2.2. **3D password** – a one-time password associated with a specific payment transaction with a bank card on the Internet, which is used when the transaction is performed on a website of a merchant included in the security programs of international card organizations (MasterCard International, VISA International or others, hereinafter collectively referred to as "ICO"). The password is obtained by text message (via the mobile network or mobile applications) to a mobile phone number registered/provided by the Client/additional cardholder or via Token technology if the cardholder uses such technology in the Bank's electronic channels. For Clients who have the Token technology for operations with the bank card on the Internet, Token technology is the default method for these operations. In case the Token technology does not work (regardless of the reason), the confirmation of the operations with the bank card on Internet is carried out using another registered method, if the client has one.
- 34.2.3. **Username and password (user IDs)** - unique combinations of letters, numbers and symbols provided by the Bank or specified by the Client, which the Client uses to identify him-/herself when using Internet banking and mobile applications, and which are known only to the Client.
- 34.2.4. **Personal digital certificate** – a digital certificate issued by the Bank for a specific Client.
- 34.2.5. **One-time code** – a unique combination of symbols with temporary validity sent by the Bank via a text message, incl. through the mobile network (SMS) to a mobile number specified by the Client.
- 34.2.6. **Token technology** is used to generate a one-time password associated with a specific payment transaction or other action for which the technology is used. The token is personalized and linked to the respective Client. Token technology can be: a) Token-mobile application (DSK mToken); b) Token-mobile application DSK MC@Token for the PC Banking channel (Multicash). The Token mobile application referred to in letters "a" and "b" is protected by a PIN known only to the User, the entry of which is used for identification in the application and confirmation when performing payment transactions and/or other actions - the User can determine instead of a PIN code to use a fingerprint identifier, facial recognition (TouchID/FaceID) or other, in view of the functionalities of the owned mobile device, on which the application is installed. To apply this option, the User

- must enter the PIN code specified by him. The use of protection through fingerprint ID, facial recognition or other does not change the user-defined PIN code, which can continue to be used.
- 34.2.7. **Identification Code** – a code defined by the User of PC Banking associated with a personalized digital certificate for PC Banking.
- 34.2.8. **Password for connection (communication password)** - a password for connection with the Bank, defined by the user of PC Banking. TOTP module - a module for two-factor authentication using Google authenticator or Microsoft authenticator (only for PC banking version 4.0 or higher).
- 34.2.9. **Qualified Electronic Signature (QES)** – an advanced electronic signature within the meaning of the Electronic Document and Electronic Certification Services Act (EDEAA), which is created by a device for creating a qualified electronic signature and is based on a qualified certificate for electronic signatures, issued by a provider licensed by the Communications Regulation Commission. By virtue of the law, the legal force of a QES is equivalent to that of a handwritten signature.
- 34.3. In order to thoroughly establish the identity of the Client through the persons who have the right to represent him/her (cardholders and consumers), when required by law, the Bank applies an authentication procedure that includes two or more of the following independent elements: a) knowledge – something that only the Client knows; b) possession – something that only the Client owns; c) characteristic feature – something that characterizes the Client.
- 34.4. In case of orders by mail or telephone, in order to establish the identity of the Cardholder, the use of CVC/CVV is required - the last three digits of the number printed on the signature field on the back of a bank card, representing a unique code for each card, used to verify it.
- 34.5. In cases where the Client gives orders for payment transactions, respectively other documents that are drawn up in the form of electronic documents, they shall be signed with a Qualified Electronic Signature or with an electronic signature that has the effect of a legally valid electronic signature within the meaning of Art. 13 of the Land Acquisition Act.
- 34.6. The use of any of the following combinations of personalized security tools and/or an acceptable signing tool for electronic channels has the effect of a legally valid electronic signature within the meaning of Article 13 of the Electronic Signature Act, which in the relations between the parties equate to a handwritten signature, and which is used to sign electronic payment orders or other electronic documents:
- 34.6.1. username and password, respectively a simplified method of identification, determined by the Client/User;
- 34.6.2. personal digital certificate and PIN for it, one-time code;
- 34.6.3. QES and one-time code – for Contracts concluded until 30.09.2022 incl.;
- 34.6.4. a personal digital certificate, DSK mToken and a PIN or fingerprint identifier/facial recognition (Touch ID/FaceID) for it;
- 34.6.5. DSK MC@Token mobile application and PIN or Touch ID/FaceID for it – only for PC banking;
- 34.6.6. personal digital certificate, identification code and password for connection (communication password) – only for PC banking;
- 34.6.7. others, provided for in the individual contract concluded between the Bank and the Client, to which these General Terms and Conditions apply.
35. The User/Cardholder is obliged to use the remote access instruments and personalized security tools only personally and in accordance with the terms and conditions for their issuance and use provided for in the Agreement, these General Terms and Conditions and the User Guides for the use of the services provided through the Bank's electronic channels (the Manuals), which are located on the Bank's website (www.dskbank.bg) and on the website of DSK Direct Internet Banking - www.dskbank.bg and which the Client, users and cardholders are obliged to familiarize themselves with and comply with, which, among other things, contain the rules and technical requirements for the Client's equipment and software, including the fulfillment of those provided for in this Section VI. Obligations.
36. The Client/User/Cardholder shall take all the necessary measures to protect its remote access instruments, the information recorded on them (in case the respective instrument requires any) and personalized security tools with the care of a good owner, including to protect them from loss, destruction, damage, such as:
- 36.1.1. keep confidential the user identifiers (username and password,) and all the codes (Call code, PIN, CVC/CVV, etc.), the tools and methods for unlocking the devices used by him/her through which the account is remotely accessed, or for unlocking applications installed on these devices and managed by the Bank or by external providers, not communicating them to anyone, not recording them on any thing or other medium, not storing them with the remote access instrument or on technical equipment through which another channel is used for which they are intended;
- 36.1.2. store and protect their devices (QES, Token, mobile phone, SIM card, computer, laptop, tablet, etc.) from unauthorized access through which remote access to an account is made or which are used in the process of remote access to an account;
- 36.1.3. when the QES is on an external media, remove the external media from the computer/another device immediately after signing or after completing the work with the QES, as well as not to leave unattended the QES connected to a computer or another equipment with Internet access
- 36.1.4. change the codes and user identifiers provided by the Bank at the first use of the payment instrument for which they are intended.
- 36.1.5. other necessary measures against third parties' awareness of/unauthorized access to remote access instruments, devices, applications, and personalized security tools.
37. In the event of reasonable suspicion of, or in the event of loss, misappropriation, destruction, damage, tampering or any other unauthorized use of a Remote Access Instrument and/or a Personalized Security Device and/or devices/applications through which a Payment Instrument is used, or if a Personalized Security Device has become known to others, the Customer shall immediately notify the Bank by telephone on 0700 10 375, at any time of the day or night, and thereafter in writing. In the event that a card is also registered in mobile device applications in order to restrict the possibility of transactions with it and via the mobile device, the Client must expressly state his/her wish to do so or restrict this possibility himself/herself via the mobile device.
38. The Client shall notify the Bank immediately in case his/her bank card is retained in ATM terminal device. In case the Bank cannot return the card to the Client, the Bank shall issue a new card to the same account.

39. The Bank shall take all the necessary measures to disable the use of the Remote Access Instrument even if the Client has acted intentionally or with gross negligence, by blocking the instrument for performing transactions after receiving the message from the Client/User/Cardholder.
40. Upon request by the Client, within 18 months from the date of the notification under para. 37, the Bank shall provide the Client with appropriate evidence that the Client has made such a notification.
- 40.1. The Bank shall not be liable in the event that, as a result of the Client's failure to comply with its obligations under the preceding paragraphs, the remote access instruments are used by third parties.
41. During the validity period of the Card, the Client may submit a written request for activation of the Card, if it has not been deactivated in the meantime, at any office of the Bank within its working hours. When the Cardholder can no longer use his/her card, the Bank issues a new card.
42. The Bank shall block an instrument for remote access to the Client's request on the basis of a request submitted by the Client, as well as in the following cases: a) upon receipt of notification by the Client, a person authorized by the Client, or a third party in the cases of para. 37; b) upon attachment of the Client's account – up to the amount of the obligation under the imposed attachment.
43. The Bank shall have the right, at its discretion, to block or deactivate the Remote Account Access Instrument without the Client's consent for objective reasons related to: a) the security and proper functioning of the Remote Account Access Instrument, including where there is a suspicion of unauthorised use or fraudulent use; b) a significantly increased risk that the Client will be unable to fulfil a payment obligation; c) where such a risk has arisen in relation to the services used; where the Client's actions are in breach of the requirements of the current regulations or its obligations under the Agreement, these General Terms and Conditions or the Manual;
44. In the cases under para.43., if possible before the blocking/deactivating or at the latest immediately thereafter, the Bank shall notify the Client of the blocking or deactivation of the remote access instrument and of the reasons that have necessitated it, unless the provision of such information is not allowed for security reasons or in order to comply with regulatory requirements preventing the Bank to inform the Client.
- 44.1. The notification to the Client under para.43., (a) and (b) shall be made in the most secure of the following ways, at the discretion of the Bank, considering the specific case: a) a message on the Internet banking page; b) a personal message to the Client in any of his/her profiles in the electronic channels; c) A short text message over the mobile network or mobile apps.
- 44.2. The Bank shall activate officially remote access instruments, blocked in the cases under item 43, letters "a" and "b", after the reasons for the blocking have ceased to exist.
- 44.3. When the remote access instrument deactivated under item 43, letters "a" and "b" is a bank card, it shall be reissued by the Bank.
- 44.4. The remote access instruments are also deactivated in cases of termination of the Agreement.

VI. Types of remote access instruments – debit and prepaid cards

A. Issuing a card

45. The Debit/Prepaid Card for Business Clients (collectively referred to as the "Card") is a type of instrument for remote access to a bank account owned by the Bank, on which information is recorded electronically, and is used repeatedly for identification of the Cardholder and for remote access to a current account or e-money account of the Client. The debit/prepaid card of business clients is issued on the basis of a contract concluded between the Bank and MCO, and an agreement between the Bank and the Client.
- 45.1. The Bank reserves the right to refuse to enter into an Agreement and to issue a card without stating the reasons for it.
- 45.2. The Bank shall not issue Bank Cards that co-brand card-linked payment instruments within the meaning of Regulation (EU) 2015/751 of the European Parliament and of the Council on interchange fees for card-linked payment transactions.
46. The Bank issues cards under a Contract for Issuance and Servicing of Debit and Prepaid Cards (within this section "TYPES OF INSTRUMENTS FOR REMOTE ACCESS - DEBIT AND PREPAID CARDS", hereinafter referred to as the "Agreement/s"), concluded with persons registered under the Bulgarian legislation and carrying out economic activity on a legal basis.
- 46.1. A Cardholder may be a natural person: a) who has the right, according to the registration of the Client in the relevant register, to represent and manage the person under item 46; b) who is authorized by a notarized power of attorney for disposal of the funds on the Client's accounts by the persons referred to in letter "a"; c) which is indicated by the persons representing the Client under letter "a", when concluding a contract for issuance and servicing of a business debit card, and which is registered and identified as a client of the Bank; d) which has the authority to dispose of the funds on the Client's accounts in accordance with a constituent act, minutes of the members or other similar document according to the type of legal education, explicitly indicating the will of the Client's members, the occurrence and functioning of which is not subject to registration.
- 46.2. The Cardholders are indicated by the Client when signing the Agreement.
47. The validity period of the card, within which the Cardholder can use it, is indicated on the front side of the card itself and expires on the last day of the specified month/year.
48. The Bank issues the card within 10 working days from the signing of the Agreement by the Client, and hands it over to the Client/Cardholder together with a sealed envelope with a PIN. The card is activated on the day of its delivery.
- 48.1. Upon receipt of the card and the envelope with PIN, the Client/Cardholder checks the integrity of the envelope with the PIN and compares the printed part of the card number in the envelope with the PIN and the corresponding digits of the number on the front side of the card. In case of compliance, sign on the reverse side of the card on the field for authorized signature in the presence of an employee of the Bank and declare in writing the receipt of the card and the envelope with PIN. In case of non-compliance, it refuses to accept them. The bank is obliged to issue a new card with a new PIN at its own expense within 10 days.
- 48.2. The Client must memorize his/her PIN, then undertakes to destroy the sheet on which it is printed.
49. A newly issued card or a reissued card due to an expired validity period shall be kept at the issuing office of the Bank for six months from the date of issuance of the card. In case it is not requested within this period, the card and the envelope with the PIN are destroyed, and the Contract is considered terminated.

50. The Client/Cardholder may request from the Bank the issuance of a new card in the following cases: a) In case of destruction or damage of the card; b) In case of loss, theft or otherwise withdrawal of the card; c) In case of forgotten PIN.

50.1. The Bank shall issue the new card with a validity period specified under item 47.

B. Use

51. The cards shall be used only personally by the Cardholder in accordance with the terms of issuance and use provided for in the Agreement and these General Terms and Conditions.

51.1. The cards can be used through their plastic carrier or without it – on the Internet or if they are registered in mobile applications.

51.2. All types of bank cards can be registered in applications (mobile wallet) for mobile devices (mobile phone, smartwatch, tablet, etc.) and thus contactless online transactions can be executed by bringing the mobile device closer to a terminal device supporting such functionality. When registering a card in applications of external providers, in order to increase security, the card number is replaced by a unique number that is used when performing transactions.

52. Card transactions can be carried out only up to the amount of the available balance on the account to which the card is issued, in accordance with the amount of the limits set on the card:

52.1. for cards issued on a current account, the available balance is equal to the amount of the Client's own funds, increased by the unused part of the agreed overdraft loan, in case there is a contract for such.

52.2. For cards issued on an e-money account, the available balance is equal only to the value of the e-money on that account.

53. The transactions ordered by the Client may be executed in on-line and off-line mode.

54. Payment transactions with the card in on-line mode are allowed on the basis of an order/consent received from the Cardholder, established after verifying: the available balance, the status of the card and the limits on it, and the identity of the cardholder can be established after using any or a combination of the personalized security means under item 34.2. and/or other elements (for example: CVC/CVV code, name on the card, expiration date or signature).

54.1. To perform contactless transactions with cards registered in a mobile wallet, unlocking of the mobile device (with password, fingerprint, facial recognition, etc., in view of the functionalities of the mobile device) may also be required to perform a payment transaction.

54.2. Unlike the transactions carried out in on-line mode, in those carried out in offline mode (for example: performed at petrol stations, payment of highway tolls, etc.), the amount of available balance on the account, the limits set on the card, as well as the identity of the Cardholder, cannot be verified at the time of the transaction. The actual amount of the transactions in offline mode is established upon financial presentation of the transaction to the Bank by the payment service provider of the recipient. In these cases, the account balance may be exceeded by applying the consequences under item 18.4.

54.3. The amounts and limits for a contactless transaction (by bringing a bank card/device closer to a terminal device), above which verification by PIN is mandatory, are contained in Chapter C. "Operations and limits".

54.4. At the request of a bank officer or Merchant, the Client shall also provide ID for identification and signature verification. Failure to provide proof of identity shall be grounds to refuse to process the payment transaction.

54.5. The Client is obliged to ensure the balance on the account to which the card is issued for performing payment transactions with the card. In case payment transactions are executed in an amount exceeding the available availability (including operations for which the Client has given consent to the recipient), the consequences under item 18.4 shall apply.

C. Transactions and limits

55. Unless otherwise provided for the respective type of card, payment and other services may be performed with a bank card as follows:

55.1. **Payment services:** cash withdrawal via ATM terminals; b) Cash withdrawal through POS terminals; c) Payment for goods and services through a POS terminal; d) Payment of periodic obligations via ATM; e) Payment for goods and services via the Internet; f) Payment of orders by mail/phone; g) Cash deposit via ATM of DSK Bank; h) Reservations of air tickets, hotels, rent-a-car services and others.

55.2. **Other services:** a) Receipt of cash ("cashback") from the Client when paying for goods and services with the card through a POS terminal device in retail outlets in Bulgaria that provide the "cashback" service; b) Account reference through an ATM terminal; c) Change of PIN through an ATM terminal device of DSK Bank; d) Other services provided by DSK Bank, depending on the type of card, including money transfer (payment transactions related to gambling, betting, purchase of chips, currency, shares and other monetary and financial instruments).

56. Virtual Visa Business cards can be used to: a) payment operations for goods and services (on the Internet and through or at the initiative of the recipient); b) payment of orders by post/telephone; c) reservations of air tickets, hotels, rent-a-car services, etc.; d) other services provided by DSK Bank, including money transfer (payment transactions related to gambling, betting, purchase of chips, currency, shares and other monetary and financial instruments).

57. The transactions and services under para. 55.1 may be performed on all terminals in the country and abroad, bearing the sign of the respective card organization — MasterCard and/or VISA and supporting the respective functionality.

58. The transactions under item 55.1., letters "a" - "c", letters "e" - "f" and letter "h" can be performed outside the country with the cards on terminal devices bearing the sign of the respective card organization - MasterCard and/or Visa, in the local currency of the country where the operation is performed.

59. The transactions under para. 55.1. may also be carried out contactless with certain types of cards, on which there is a sign of contactless transactions in commercial outlets accepting contactless payments or ATMs with such functionality by: a) bringing the card closer to the terminal device without the need to insert it in the device; b) approaching the terminal of the mobile device on which a mobile application is installed where the card is registered and, if required, unlocking the device.

60. Payment transactions with a bank card shall be executed immediately upon receipt of a proper order, and the account is debited up to: a) 20 days when withdrawing cash through ATMs; (b) 45 days for all other transactions other than those referred to in point (a).

61. For the performance of the operations under item 55.1., letters "a" – "f", letter "h" and under item 55.2., letter "a", the following limits shall apply:

Transaction Limits	Limits under General Terms and Conditions	Types of cards
24-Hour Limit for Cash withdrawal	BGN 1 000/currency equivalent	debit and prepaid cards
24- Hour Limit for Payment at merchant	BGN 9 000/currency equivalent	debit, prepaid and virtual cards
Total 24-hour limit	BGN 9 000/currency equivalent	debit, prepaid and virtual cards
24-hour limit for depositing cash via ATM	BGN 9 775	debit and prepaid cards
Лимит на операция за услугата „кеш бек“ в България	BGN 50/currency equivalent	debit and prepaid cards
Attempts to enter PIN	5	debit and prepaid cards
Limits for making contactless payments without input PIN* <i>* The total amount of all contactless payments without entering a PIN that can be made in a 24-hour period is within the 24-hour payment limit at a merchant.</i>	The maximum amount for making a contactless payment without entering a pin is determined and changed by the ICO for each country, as for Bulgaria it is BGN 100/currency equivalent. Notwithstanding the above, for a contactless transaction up to the limit set by the ICO, a PIN is required if the following have been performed before the transaction: - five consecutive contactless payments without entering a PIN, or - several consecutive contactless payments without entering a PIN, the total value of which, together with the value of the current transaction, exceeds the amount of EUR 150/currency equivalent.	debit and prepaid cards
Limits for making contactless payments with bank cards registered in Google pay wallet	The maximum amount for making a contactless payment without unlocking the device on which the card is registered is BGN 100/currency equivalent. Notwithstanding the above, for a contactless transaction up to BGN 100/currency equivalent, the device is required to be unlocked in the event that three consecutive contactless payments have been made without unlocking the device prior to the transaction.	debit, prepaid and virtual cards

62. Unless otherwise stated in these General Terms and Conditions, the limits may be changed at the request of the Client:

62.1. in an office of the Bank on the basis of an additional agreement to the Agreement with the Bank;
62.2. through the electronic channels - by a user with appropriate access rights to the account to which the card was issued.

63. In the event that the Client has specified limits equal to the limits under the General Terms and Conditions, the limits under the General Terms and Conditions shall be deemed to apply and the Bank shall be entitled to change these limits under the terms and conditions under para. 102.

63.1. The limits for depositing cash via ATM cannot be changed at the request of the Client. It amends in accordance with the maximum limit for cash deposits laid down in the Measures against Money Laundering Act.

D. Types of debit and prepaid cards

Debit cards

64. The Bank issues VISA BUSINESS DEBIT debit cards to an open current account of the Client in BGN, EUR or USD and can be used to perform all operations specified under item 55.1. and item 55.2. More than one credit card can be issued to one current account.

Prepaid cards

65. The Bank issues VISA BUSINESS DEBIT prepaid cards to the Client's e-money account in BGN, EUR and USD, which can be used to perform all operations specified under item 55.1. and item 55.2. Only one prepaid card can be issued to an e-money account.

Virtual cards

66. Virtual cards are a type of prepaid card through which only the operations under item 56 can be performed.
- 66.1. The cards do not perform cash withdrawal operations at ATMs and payments at physical POS terminals, therefore the cards are without a magnetic stripe, chip and PIN code.
- 66.2. The Bank issues VIRTUAL VISA BUSINESS cards only to electronic money accounts in BGN, EUR and USD. Only one card can be issued to one e-money account.
67. An e-money account is a payment account for storing electronic money that forms its balance. The Account is functionally linked to the Client's current accounts. The e-money account is opened only if the Client has requested the issuance of the card to such an account in the Agreement for Issuance and Servicing of Debit and Prepaid Cards, and only if the Client has opened a current account with the Bank.
- 67.1. Transfers to and from the e-money account can be ordered, respectively executed, only from and to the current accounts of the Client, and payments can be made only through the card issued to the account.
- 67.2. With the transfer of funds from the current account, electronic money is credited to the e-money account in the amount of the nominal value of the funds transferred by the Client.
- 67.3. Redemption of electronic money is provided by a transfer from the e-money account back to the current account. The redemption can be ordered, respectively, at any time, including through the DSK Direct Internet banking or the DSK Business mobile application, and the nominal monetary value of the electronic money that the Client has requested to be redeemed is credited to the respective current account of the Client.
- 67.4. The bank shall not charge fees for the redemption of electronic money.
- 67.5. The balance on the e-money account is not subject to interest.
- 67.6. Unless otherwise specified in these General Terms and Conditions, the rules provided for in the "Payment Services" section of these General Terms and Conditions shall apply to the execution of payment transactions on the e-money account.

VII. TYPES OF REMOTE ACCESS INSTRUMENTS – ELECTRONIC CHANNELS**A. General provisions**

68. The electronic channels provide the Client with remote access to banking products and Bank's services, including for making inquiries and ordering payment transactions.
69. Electronic channels are the Internet banking DSK Direct, accessible through www.dskdirect.bg, PC (Personal Computer) banking- electronic banking through specialized software (Multicash) installed on the Client's computer, hereinafter referred to as PC banking, as well as mobile applications.
70. Mobile applications are applications for smart devices that, given the type of access the Client has to the electronic channels (with limited or full functionality), make it possible for the Client to use the services specified for each of the applications. Mobile Applications are activated according to the procedure and method set out in the Manual and/or other materials published on the Bank's website.
71. The electronic channels are used by the Client's legal representatives and/or persons explicitly authorized by them, hereinafter referred to as "Users". The electronic channels are used only personally by the respective Users, and they are not allowed to use them through third parties.
72. When using the services offered through the Bank's electronic channels, the Client, including the persons who have the right to represent him, shall comply with these General Terms and Conditions and the Manuals, which regulate the rules of operation and the requirements for the software and technical means used. The Manuals are published at www.dskdirect.bg except for the part for the use of PC banking, for which case the Client is provided with an additional User Guide and free training of the Users during the initial installation of the software.

B. Types of services and access

73. Through the electronic channels, with the exception of mobile applications, and unless otherwise specified in these General Terms and Conditions for a specific electronic channel, the Client may use the following services:
- 73.1. **Informational:** Receiving information about: a) balance, details and movements on payment and credit accounts, term deposits; b) details of bank cards; c) status and execution of pending signature or electronically ordered payment transactions; (d) current utility liabilities and direct debit orders; e) the central exchange rates of the BNB and the current exchange rates applicable by the Bank for the major currencies;
- 73.2. **Payment:** Signing of payment orders (incl. from/to the budget) in BGN and foreign currency;
- 73.3. **Other:** a) Signing of documents; b) Administration of Accesses and Users; c) Preparation of payment orders; d) Sending signed payment orders; e) Management of mobile applications for access to remote banking (only for DSK Direct Internet banking).
74. The access of to the services available for each specific electronic channel and the electronic signature are determined by the Client with this Agreement, through his legal representative or an explicitly authorized person.
75. A User who has been granted access rights to the electronic channels of more than one Client may request to the Bank the consolidation of the accesses granted to him by all Clients and the implementation of a single logon to the electronic channels through a common username and password (common identifier) for Unified Access.
- 75.1. A User shall not have two combined accesses at the same time.
- 75.2. Users who use different electronic signatures for the accesses they want to merge or who use QES in combination with a one-time code are not allowed.
- 75.3. The bank accounts of the Client under item 75 shall be immediately excluded for access to the respective electronic channel through the common identifier provided to the User, in the event that:
- 75.3.1. The User's authorization for the respective electronic channel is withdrawn by this Client or upon termination of the User's access to electronic banking for this Client for other reasons;
- 75.3.2. If the Client has changed the electronic signature used by the User for the respective electronic channel, the user should submit a request for obtaining a new identifier for access to the accounts of this Client.

76. The Client agrees that when any of the Users authorized to represent him/her is authorized by another client/s of the Bank with rights to represent him/her before the Bank when working with the electronic channels, this User may request to the Bank the consolidation of the accesses granted to him/her by all clients under the procedure and under the conditions of item 75.

C. Transactions and limits for using electronic channels

77. The Bank provides the Client with the opportunity to determine, change and cancel the following limits in connection with the execution of payment transactions through the electronic channels:
- 77.1. Limit for signing payment orders: for Users with access with the right to "sign payment orders", only at the level of operation. The signing of payment orders is considered as a disposal action with funds on the Client's accounts. When such a limit is set, the disposing power of the respective user is limited.
- 77.2. Limit for sending already signed payment orders: for users with access with the right to "send payment orders". The sending of already signed payment orders is not equated to a disposal action with funds on the Client's accounts. When setting such a limit, the disposing power of the respective User is not limited. The sending limit can be:
- 77.2.1. Total limit at the Client level, applicable to all Users, on all accounts, which is: a) a total daily limit (from 00:00 to 24:00); b) a general limit for the size of an individual operation (operational) ordered by an account visible in the relevant channel;
- 77.2.2. Individual limit for an individual User, on all accounts and it can be: a) individual daily limit (from 00:00 to 24:00); b) an individual limit for a separate operation (operational) ordered by an account visible in the respective channel.
78. The Client is aware of and agrees that the limits set by him/her under item 77.2., as well as the limits on the amount of the amount up to which the Users can perform the disposal actions within one day, respectively for one operation, specified in the powers of attorney submitted to the Bank, are not applicable to the following transfers ordered through the DSK Direct Internet banking: a) between their accounts; b) payment of utility bills; c) payment of local taxes and fees; (d) intrabank recurring and intrabank credit transfers with a future value date; e) interbank periodic and one-time credit transfers in BGN with a future value date; f) when sending payroll files, only daily limits for the amount of all transactions included in the file are checked. The client can set up to 10 accounts to which payment orders can be sent without limit.
79. The Client can set limits for signing and limits for sending already signed payment orders in the following currencies: a) for the Internet banking channel DSK Direct – in BGN; b) for the RS banking channel – in all currencies with which the Bank operates.

D. Types of electronic channels

INTERNET BANKING DSK DIRECT

80. Through the Internet banking DSK Direct the Client can use, except the services under item 73, the following additional services:
- a) Payment of utilities and local taxes and fees; b) Submission of applications related to banking services, incl. detection and change of parameters of various banking products; c) Submission of applications for absorption of amounts under concluded loan agreements; d) Submission of applications for issuance of bank guarantees; e) Loading vouchers; f) Requesting/refusing to receive text messages; g) Change of daily limits on a bank card; h) Registration/change of funds for receiving/generating a one-story 3D password on a bank card; i) Blocking/activating a blocked through DSK Direct or DSK Business card; (j) Other specific services/groups of services. (after the technical provision of the functionalities by the Bank).
81. Access to DSK Direct is implemented by entering user identifiers.
- 81.1. With the Agreement, the Client determines the rights and conditions under which he wishes access to be granted to each User.
- 81.2. The Bank shall provide access to the Client's legal representative(s) to accounts opened after the conclusion of the Agreement, without the need to conclude an additional agreement for this, as follows:
- 81.2.1. of the legal representative(s) at whose request the account was opened and who uses any of the items specified in item 34.6. electronic signatures, access is granted without restriction in the specific rights and limits, in compliance with the restrictions for signing provided for the legal representative/s, depending on the way of representation of the Client, according to the registration in the Commercial Register/similar register.
- 81.2.2. The other legal representatives are granted access depending on their current rights, namely:
- 81.2.2.1. access without restriction in the specific rights and limits, taking into account the restrictions provided for the legal representative/s for signing depending on the way of representation of the business client according to the registration in the Commercial Register/similar register, in case his/her current access to at least one of the other accounts of the Client is such and he/she uses any of the specified in item 34.6. electronic signatures.
- 81.2.2.2. access only to information services and other services, for the use of which an electronic signature is not required within the meaning of item 34.6, in cases where the conditions under item 81.2.2.1 are not met.
- 81.3. When concluding a loan agreement, the Bank grants access to the Client's legal representative(s) and to users of DSK Direct Internet Banking, for whom specific rights from the "Current Credit Products" and/or "New Credit Products" groups have been claimed, to the account on which the respective loan is reported, without the need to conclude an additional agreement for this.
- 81.4. Ordering transfers and performing other actions, for which this is required when they are initiated through DSK Direct Internet banking, can only be performed by an authorized User using any of the information specified in item 34.6. electronic signatures.

MOBILE APPLICATION DSK BUSSINES

82. DSK Business is a mobile application that allows a Client with a Contract for access to the Bank's electronic channels, depending on the type of access, to use any of the following services:

- a) „Information Services" regarding: balances, details and movements on payment and deposit accounts; for loans – balance, installment, maturity date, etc.; bank card details;
 - b) „Payment": signing of payment orders.
 - c) „Other": preparation of payment orders; sending signed payment orders; blocking/activating a blocked through DSK Direct or DSK Business card; change of daily limits on a bank card;
- 82.1. The services under item 82 are available only to Users who have been granted access with such rights in the Internet banking DSK Direct.
- 82.2. Each User accesses the application through identifiers provided to him/her for logging in to the Internet banking DSK Direct or through a simplified way in accordance with item 82.5.
- 82.3. Each client who has gained access to DSK Direct Internet banking for business clients can download and install the DSK Business application on their smart device.
- 82.4. The DSK Business application, installed by the Client, is activated by entering a username and password for DSK Direct Internet banking and a one-time code sent by the Bank via a short text message through the mobile network to a mobile number specified and personally used by the user. Subsequently, each user accesses the application in accordance with
- 82.5. The user can also access the application in a simplified way, for example, through a fingerprint identifier, facial recognition (Touch ID/FaceID), PIN or others.
- 82.6. To use a simplified way to access the application, the user must activate DSK Business, access it with a username and password, then enter and confirm a PIN code and allow Touch ID/FaceID/PIN to be used for login. The user can skip setting a simplified way to access the application at his first login and do so at any time when using DSK Business through the "Settings" menu, after which each subsequent identification in the application is carried out using the simplified method chosen by him/her, equivalent to entering a username and password. The use of the simplified login method does not replace or change the username and password, and the user can continue to use them.

PC BANKING

83. The PC Banking includes:
- 83.1. specialized software module MultiCash, installed on the Client's computer. The client part includes a basic module for information services, modules for payments in BGN and foreign currency, a TOTP module for two-factor identification (for version 4.0 or higher) using Google authenticator or Microsoft authenticator;
- 83.2. additional software module MultiCash Transfer for integration with accounting systems or ERP systems, receipt of statements in MT 940 format and automatic sending to the bank of more than one file with signed payment orders;
- 83.3. additional web Based module MultiCash@Sign/MultiCash Sign at address https://mcsign.dskbank.bg/sign/_mcoespacc and mobile application DSK MC@Sign, for signing orders for payment transactions prepared through MultiCash and MultiCash Transfer through electronic signatures under item 34.6. and receiving reports on balances and other financial information for the accounts requested and accessible through PC banking.
84. Through specialized software (MultiCash), from the computer on which it is installed, in addition to the services specified in item 73, the Client has access to the following services:
- 84.1. "Payment": a) Sending budget payment orders and receiving information from SEBRA on limits and movements (for budget spending units); b) Purchase/sale of currency; c) Making package (mass) payments in BGN and foreign currency (including for employee salaries); d) Sending payment orders for direct debit.
- 84.2. "Other": Integration with accounting systems or ERP systems for automatic sending to the Bank of more than one file with signed payment orders - through the Multicash Tansfer add-on module.
85. The right to use PS banking and the additional software module MultiCash Transfer is granted to the Client after:
- 85.1. a contract for access to the Bank's electronic channels, which does not select a tariff plan "basic access";
- 85.2. a signed Protocol for installed software module at a workplace/group of workplaces determined by the Client.
- 85.3. provision by the Client of the necessary technical support for the installation of the software within 2 months from the conclusion of the Contract, covering at least:
- 85.3.1. Hardware: Intel Pentium 3 processor or compatible with at least 500 MHz; 128 MB RAM; About 200 MB of free disk space (depending on the number of modules that will be installed during a network installation); Color monitor with resolution 1024X768, keyboard and mouse;
- 85.3.2. Windows operating system on all version currently supported by Microsoft;
- 85.3.3. Internet access or modem for direct connection to the bank server;
- 85.3.4. In case of network installation, the local network should be installed and configured with one shared directory, to which all workstations of the installed PC banking module should be connected.
86. If the Client fails to fulfill his/her obligations under item 85.3. within 2 months, the Bank's obligation to ensure the use of PC banking and MultiCash Transfer is abolished.
87. It is not allowed to copy and/or modify the specialized software MultiCash and MultiCash Transfer or parts thereof, modify and eliminate their protection in any way, make them available for use by third parties. Third parties are not considered to be employees of the Client, for whom the Client has requested individual passwords and user codes (user identifiers) to be defined (parameterized), according to the functional access set by the Client (e.g. access to work only with certain accounts, to initiate only certain operations, etc.).
88. The Client's employees are personified with a separate username and password. For version 4.0 or later, two-factor authentication is applied using the TOTP module and mobile applications Google authenticator/Microsoft authenticator

MOBILE APP DSK MC@SIGN+

89. DSK MC@Sign+ can be used by a Client with access to PC banking though the Multicash software module, using the Web-based module "MultiCash@Sign" with a software token - DSK MC@Token.
- 89.1. Access to DSK MC@Sign+ is carried out through user identifiers provided by an employee of the Bank during the installation of the MultiCash software module or through a fingerprint identifier/facial recognition (TouchID/FaceID).
- 89.2. Through DSK MC@Sign+, the Client has access to the following services:

- 89.2.1. **"Informational"** regarding: a) balance, balance, blocked amounts, accrued interest, authorized and used overdraft; (b) location of bank offices; c) pending authorization and authorized (signed) translation files;
- 89.2.2. **"Payment"**: a) signing and sending of files with payment orders prepared and compiled through the client part of MultiCash; (b) deactivation of payment order files sent for signature.
- 89.2.3. **"Other"**: Access and user administration.

VIII.LIABILITY

- 90. The Bank shall not be liable for the failure to execute or the inaccurate execution of a payment transaction in case of inaccurate IBAN or other unique identifier of the payee's account specified by the Client in the payment order.
- 90.1. The Bank is obliged, within the scope of due diligence, to make efforts to recover the amount of the payment transaction referred to in the previous point, for which the Client owes a fee, according to the Tariff in force on the date of recovery of the funds.
- 90.2. In the event of failure to execute a payment transaction due to an invalid unique identifier, the Bank shall refund the amount to the Client's account on the following business day.
- 91. The Client shall notify the Bank in writing of unauthorized or inaccurately executed payment transactions without undue delay upon becoming aware of them, but until the expiration of 2 (two) months from the date of debiting his account.
- 91.1. The Client is believed to have become aware of the unauthorized or inaccurately executed transaction at the latest upon receipt of information about it in any of the ways provided for in Chapter E. "Provision of information about and in connection with products and services used" of these General Terms and Conditions.
- 91.2. The Bank shall not be liable for unauthorized or inaccurately executed payment transactions under this section when it has not received notification under item 91 within the stipulated deadlines.
- 92. In the event of an unauthorized payment transaction, except where there are reasonable grounds for suspecting fraud, the Bank shall refund the Client the value of the unauthorized payment transaction within the statutory time limits. Where necessary, the Bank shall restore the Client's account to the state in which it would have been had the unauthorized payment transaction not been executed.
- 92.1. The previous item shall not apply and the Client shall bear the losses related to all unauthorized transactions resulting from the use of a lost, stolen or illegally misappropriated remote access instrument
- 92.2. The Client shall bear all losses, irrespective of their amount, relating to unauthorized transactions if the Client has caused them by fraud or by failing to perform one or more of its obligations under the Agreement or these General Terms and Conditions.
- 92.3. After notification under items 91 and 91.1. or item 37 The Client shall not suffer any material damages arising from the unlawful use of the remote access instrument, except in cases where the Client has acted fraudulently.
- 93. The Bank shall be liable for a failed or inaccurately executed operation when the payment order is submitted by the Client as a payer under the operation only if it is proved that the Bank has not sent the transfer to the respective payment system in accordance with the Client's payment order. The Bank will not bear the burden of proof regarding the fact of receipt of the amount under the payment transaction by the payment service provider of the recipient. In such cases, the Bank shall promptly refund the amount of the transaction and, where applicable, restore the debited account to the state in which it would have been if the incorrectly executed payment transaction had not been executed. At the request of the Client, the Bank shall take actions within the framework of due diligence to track the payment transaction and notify the Client of the result.
- 93.1. The Bank shall be liable for a failed or inaccurately executed operation when the Client is a recipient of an operation for which the payment order has been submitted by the payer, if the Bank has received the amount of the payment transaction within the deadlines for execution. In these cases, the Bank shall immediately credit the Client's account with the appropriate amount.
- 93.2. When the payment order is submitted by the Client as a recipient of the transaction, if the Bank has not accurately transmitted the order of the payment service provider to the payer, it shall be obliged to immediately transmit the respective order of the payment service provider to the payer.
- 93.3. The Bank shall be liable for a failed or inaccurately executed operation when a payment order is submitted by the Client as a recipient of the operation, if its account is credited with the amount of the operation, and immediately credits the Client's account with the amount of the operation. At the request of the Client, the Bank shall take actions within the framework of due diligence to track the payment transaction and notify the Client of the result.
- 93.4. The Bank shall be liable for a failed or incorrectly executed operation when the Client is a payer under an operation for which the payment order has been submitted by the Payee, if the payment service provider of the Payee has accurately transmitted the Payee's order, but has not received the amount of the operation within the execution deadlines. In these cases, the Bank shall restore the Client's account without undue delay in the state in which it would have been if the incorrectly executed payment transaction had not been executed.
- 94. The Bank shall be liable for the fees and commissions collected and the interest accrued as a result of unexecuted or inaccurately executed payment transactions, for which the Bank is responsible under items 92 and 93 – 93.4.
- 94.1. The Client shall also be entitled to compensation up to the full amount of the damages suffered by him/her under Bulgarian law.
- 94.2. The Client shall pay a fee according to the current Tariff in cases where it turns out that his/her notification under item 91 proves to be unfounded.
- 95. The Client has the right to request from the Bank a refund of the entire amount of an already executed and authorized payment transaction, for which he is a payer, if it is ordered by or through the recipient, within 56 days from the date on which his account was debited and the following conditions are met, for the existence of which he provides evidence: a) at the time of granting the permission for execution of the payment transaction, its exact value is not specified, and b) the value of the payment transaction exceeds the value expected by the Client in view of its previous costs for similar operations, the terms of the contract for opening and servicing an account and performing payment services, these General Terms and Conditions and other circumstances specific to the case, and the Client cannot refer to reasons related to a currency exchange when the reference exchange rate agreed with the Bank has been applied.
- 95.1. The Bank shall, within 10 business days from the receipt of the request, refund the entire amount of the payment transaction to the Client or refuse to refund it, specifying the grounds for refusal and the authorities before which the Client may make an objection if it does not accept the stated grounds for refusal.

- 95.2. The Client shall not be entitled to a refund under item 95 when the Client has given his/her consent for the execution of the Payment Transaction directly to the Bank and the Bank or the Recipient has provided or made available to the Client information about the forthcoming Payment Transaction in an agreed manner at least 28 days prior to the date of execution of the Payment Transaction.
96. The Bank shall not be liable in case of unjustified refusal of third parties to accept operations ordered through a remote access instrument or, if a payment initiated by the Client through a remote access instrument cannot be made for technical, communication or other reasons, beyond the control of the Bank.
- 96.1. In case of dispute by the Client of payments of obligations for used utilities made through a remote access instrument, the Bank shall provide the Client with the necessary data for the payment, if any. The Bank is not responsible for an incorrectly indicated subscriber number when paying such obligations.
- 96.2. The Bank is not a party to the relations between the Client and merchants/third parties, including utility providers, when performing payment transactions with a remote access instrument and is not responsible for the qualities of the goods and/or services offered by the merchant/third parties, as well as for possible disputes arising between the merchant/third parties and the Client on this occasion.
- 96.3. The Bank shall not be liable if a notification made by a third party, including under item 42. b. "a", for the destruction, loss, theft, forgery or use in any other unlawful way of a remote access instrument, is false, and the Bank has taken the necessary measures to protect the Client by refusing to approve operations with this instrument.
97. Orders received by the Bank through electronic channels are always considered to be validly signed written statements of the Client, and the Bank is not responsible for damages and lost profits arising from them.
- 97.1. After gaining access to the services provided through the electronic channels, the Client is responsible for and is bound by all actions performed through the electronic channels on its behalf, including in case of provided unified access under item 75, on the basis of positive electronic identification through one or more of the personalized security tools under item 34.2.
- 97.2. The Bank shall not be liable for any damages and lost profits caused by the actions of a user as a result of the provided and used unified access under item 75.
- 97.3. The Bank shall not be liable for any consequences arising from an erroneous or incorrectly submitted order.
- 97.4. The Bank shall not be liable for damages and lost profits arising from the use of the electronic channels as a result of or in connection with inaccuracies or errors in the transmission of information by the Client, including untimely submission of the required declarations and documents, technical defects, problems and disturbances, incl. in the Client's equipment, as well as in case of force majeure, except in cases where the damages have occurred due to intent or gross negligence on the part of the Bank.
- 97.5. The Bank shall not be liable in case the Client does not have the necessary licenses to use the other software products necessary to work with the electronic channels. This also includes cases where the Client uses unlicensed software, as this creates a prerequisite for infecting its computer or other equipment with malicious code.
98. The Client is liable for all liabilities arising from the use of remote access instruments and is responsible for all damages caused by their improper use.
- 98.1. In case of non-fulfilment of its obligations to the Bank in connection with the use of the remote access instruments, the Client may not make objections based on its relations with third parties.
99. The Bank has the right at any time to include or exclude certain types of accounts from access to remote banking services, to change the technical procedure for performing payment transactions through its electronic channels, including in cases of changes in the applicable legislation or for security reasons, without prior notice. The Bank shall not be liable for any resulting damages to the Client.
100. The liability provided for in this Section shall not be incurred in the case of extraordinary and unforeseen circumstances beyond the control of the party claiming the existence of such circumstances, the consequences of which would have inevitably occurred despite the efforts made to prevent them, nor in cases where the Bank has acted in fulfilment of a statutory obligation under the Bulgarian or European Union law.
101. In case the Bank is unable to fulfill its obligations due to force majeure, it shall notify the Client within 7 days what the force majeure and the consequences for the execution of the contract are.
- 101.1. As long as the force majeure lasts, the fulfillment of obligations is suspended. If the force majeure lasts so long that the Client no longer has an interest in the performance, he has the right to terminate the contract. The Bank also has this right.

IX. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS, THE TARIFF AND THE INTEREST RATE BULLETIN

102. The Bank shall notify the Client of any planned changes to the General Terms and Conditions, the Tariff and the Interest Bulletin, including changes to the payment services provided, at least two months prior to the date on which they come into effect, by means of publications, available in the offices and on the Bank's website. The Client may obtain, upon request, the planned changes to the General Terms and Conditions in paper form at an office of the Bank.
- 102.1. After making the changes under item 102., the Bank shall discontinue offering the services on the terms and conditions effective prior to the change.
- 102.2. If the Client does not accept the changes of which the Client has been notified, the Client shall be entitled to withdraw from the contract in writing, without giving any reason and without compensation or penalty before the effective date of the changes. The Contract shall be deemed terminated on the day of receipt of a statement to that effect from the Client or any other statement indicating disagreement with the amended terms.
- 102.3. The Client shall be deemed to have accepted the changes if the Client has not made a statement under item 102.2. within the stipulated deadlines.
- 102.4. When the Bank expands the scope of the services, the Client shall be deemed to have consented thereto when, if necessary, the Client requests the service at an office of the Bank or through technical means of communication, as well as when using the new service for the first time if it is provided by the Bank without a request. In these cases, the Client shall not be entitled to withdraw from the contract under item 102.2.
- 102.5. The Bank shall not notify the Client of changes representing an extension of the scope of services provided, changes that are more favorable to the Client, as well as of changes that reproduce amendments/additions to regulations or new regulations.

- 102.6. The Bank has the right at any time to increase or decrease the scope of services offered through the electronic channels, as well as to include or exclude certain types of accounts of the Client from access to remote banking services, to change the technical procedure for ordering banking operations through the electronic channels, in case of innovations in them, legislative amendments, decisions of the Bank's management bodies or for security reasons, without notice. The Bank does not owe compensation for damages to the Client as a result. The Bank notifies the clients of the changes through publications available in the bank offices and on its website, through the Internet banking and PC banking modules or in another appropriate way.

X. TERM AND TERMINATION

103. Each of the agreements to which these General Terms and Conditions apply shall be deemed to have been entered into and shall enter into force upon signature by the Client and the Bank, unless otherwise provided in the Agreement or these General Terms and Conditions. In the event that the parties have signed the Agreement on different dates, unless otherwise agreed, the Agreement shall be deemed concluded and shall enter into force on the latest of these dates. The Agreement is valid until its termination in any of the ways provided for in these General Terms and Conditions or agreed in the Agreement.
104. The contract shall be concluded for an indefinite period, unless otherwise provided therein and with the exception of the contracts for issuance and servicing of debit and prepaid cards for business clients of DSK Bank.
- 104.1. The contracts for issuance and servicing of debit and prepaid cards for business clients of DSK Bank shall be concluded with a validity period coinciding with the validity period of the card, including in the cases of re-issuance of the card within the validity period provided for in these General Terms and Conditions;
- 104.2. After the expiration of the term under item 104.1. a new card is issued and the contract is automatically renewed for a new period equal to the validity period of the new card, unless terminated on any of the grounds in these General Terms and Conditions;
- 104.3. The Card shall not be reissued if by the end of the month preceding the one in which its validity period expires, the Client submits a written request for termination of the Agreement.
105. Any agreement may be terminated:
- 105.1. Upon expiry of the period, if it is provided
- 105.2. By a unilateral written request for termination of the contract by the Client without giving a reason for this, including when the Client does not accept changes in the General Terms and Conditions. The termination shall take effect from the day on which the request is submitted.
- 105.3. By a unilateral two-month written notice from the Bank without giving a reason
- 105.4. Without prior notice by the Bank, in case of non-fulfillment by the Client of the Agreement and these General Terms and Conditions;
- 105.5. Without prior notice from the Bank, in case the Client fails to fulfill the obligation under item 7 or from the document under item 7 it is established that the Client has provided false information, as well as in case of failure by the Client to fulfill the obligations under item 11.6.
- 105.6. In other cases, provided for in the current legislation, including at the request of the competent state authorities.
- 105.7. The Bank has the right to terminate unilaterally and without notice any or all contracts with the Client when it is notified or there is a reasonable suspicion that an account and/or remote access instrument has been used for activities related to virtual currencies (including cryptocurrencies) or illegal purposes, incl. money laundering, as well as in cases of sanctions imposed on the Client under item 22.13.2. .
106. In addition to the general grounds for termination specified in the preceding paragraphs or elsewhere in the General Terms and Conditions, the Agreements shall be terminated on any of the following special grounds for the respective type of Agreement:
- 106.1. A current account agreement**
- 106.1.1. It is terminated in case of non-repayment of the due fee for operational services and/or other fees due for two consecutive months, including by collecting from the funds available on other accounts of the Client – between the 5th and 10th calendar day of the month following the expiration of the two-month period.
- 106.1.2. The Contract for Current Account of Agricultural Producers/Farmers, except item 106.1.1., shall be terminated if the due operating service fees and/or other fees (including by collecting from the available funds on other accounts of the Client) have not been repaid for twelve consecutive months – between the 5th and 10th calendar day of the month following the expiration of the twelve-month period.
- 106.1.3. The current account agreement on which no fees are due shall be terminated if the account is without an asset and no transactions have been carried out on it for two consecutive months – as of the working day of the second calendar month.
- 106.1.4. The contract shall be terminated without notification of the Bank under the conditions of item 106.1.1., item 106.1.2. and item 106.1.3.
- 106.1.5. Upon the termination of the contract, the current account is closed. The unsettled relations between the parties as of the date of termination shall be settled in accordance with the terms of the contract.
- 106.2. Agreement for issuance and servicing of debit and prepaid cards for business clients of DSK Bank**
- 106.2.1. It shall be terminated in the cases under item 49., upon closure of the current account to which the card has been issued and upon closure of all current accounts of the Client, to which the e-money account to which a prepaid card has been issued has been linked – from the moment of closure of the respective account.
- 106.2.2. The Bank shall have the right to unilaterally terminate the Agreement in case the Client has not made any transactions with the Card for a period of 12 months – when the Client receives a termination notice from the Bank.
- 106.2.3. Upon termination of the Agreement, the Client's right to use the card and all additional cards is terminated, the cards are deactivated and can no longer be used, incl. through applications for mobile devices in which they are registered. The client is obliged to return the cards issued based on the contract, and all receivables of the Bank under the contract, if any, become due. If the cards are prepaid, the termination of the Agreement also closes the e-money account to which the cards were issued.
- 106.3. Agreement for use of services available through the Bank's electronic channels**
- 106.3.1. It shall be terminated without notice upon closure of all accounts available in the electronic channels of the Bank, upon initiation of liquidation or insolvency proceedings of the Client, as well as upon non-fulfillment by the Client of the obligations under item 11.6.

- 106.3.2. The Bank shall have the right to unilaterally terminate the Agreement for Access to the Electronic Channels, for which it notifies the Client when:
- 106.3.2.1. for two consecutive months, the Client has not provided funds to his account to cover the monthly service fee;
- 106.3.2.2. Upon the termination of the contract, the client's right to use the electronic channels is terminated
107. Upon the termination of any of the contracts, subject to these General Terms and Conditions, all receivables of the Bank under the Agreement, if any, including fees and commissions due for the period until termination, become due.
- 107.1. The Client is responsible for all operations performed prior to the termination of the Agreement, the obligations arising therefrom, including those that have not been accounted for at the time of the occurrence of the respective grounds for termination, as well as for all other obligations related to the use and maintenance of the Account and remote access instruments prior to termination.

XI. DISPUTES AND LEGAL REMEDIES

108. The Bank shall consider any objections and disputes raised by the Client or a person authorized by him/her in relation to the provision of payment services and shall notify him/her of its decision within 15 working days of their submission. If the Bank does not make a decision within the specified period or its decision does not satisfy the Client, the Client may refer the dispute for consideration by the Conciliation Commission for Payment Disputes established to the Consumer Protection Commission. The Commission has been recognized as an Alternative Dispute Resolution body meeting the requirements set out in the Consumer Protection Act. Sofia 1000, 1 Vrabcha Str.; Tel. 02/9330 577; Website www.kzp.bg; E-mail: adr.payment@kzp.bg.
109. Applicable to the Agreement and these General Terms and Conditions is the relevant Bulgarian banking and general legislation. Disputes concerning the interpretation and application thereof shall be resolved in full by the competent Bulgarian court.

XII. OTHER

110. These General Terms and Conditions have been prepared based on and in accordance with the Payment Services and Payment Systems Act, Ordinance No. 3 of 18.04.2015 of the BNB on the terms and conditions for opening payment accounts, for executing payment transactions and for using payment instruments and other relevant regulatory acts.
111. Based on Art. 46, para. 5 and Art. 67, para. 4 of the Law on the Protection of Persons with Disabilities, the parties agree that Art. 62, para. 1, 68, para. 1, the term under Art. 77, para. 1, Art. 78, Art. 80, Art. 82, para. 2 and 3 and Art. 91, applying respectively the provisions of these General Terms and Conditions and in the Contract, to which they are an integral part.
112. The processing of personal data for the purposes of the automatic exchange of financial information in the field of taxation under the Tax and Social Security Procedure Code is carried out by automatic means in compliance with the Law of the European Union, the Personal Data Protection Act and the international treaties to which the Republic of Bulgaria is a party. In order to fulfill its statutory obligations, the Bank applies customer due diligence procedures, in addition to providing information to the National Revenue Agency.

XIII. TRANSITIONAL AND FINAL PROVISINS

113. These General Terms and Conditions shall also apply to current accounts, business debit cards and prepaid cards, of which expressly provide for the application of these General Terms and Conditions thereto as well as to suspended current accounts, business debit cards and prepaid cards.
114. In connection with the merger of Expressbank into DSK Bank, DSK Bank became a party to all contracts for account, debit and prepaid cards, for access to electronic channels through which Expressbank was a party before the merger. As a result, as of 04.05.2020, these General Terms and Conditions shall also apply to all contracts concluded with Expressbank prior to the merger (for payment accounts, contracts for the issuance of instruments for remote access to an account), replacing the General Terms and Conditions of Expressbank AD relating to the said contracts concluded with Expressbank prior to the merger.
115. With effect from 01.10.2022. DSK Bank shall discontinue offering the QES (Qualified Electronic Signature) as a personalized security tool. The para. of these General Terms and Conditions relating to the QES as a personalized security instrument shall continue to apply to Electronic Channel Access Agreements concluded before 01.10.2022.
116. As of 11.11.2022, DSK Bank suspends offering Call Code as a means of accessing the services provided through the Call Center. The services used and the actions performed through the Call Center when using the Call Code until 10.11.2022 incl. are valid and the General Terms and Conditions in force at the time of their use/performance are applied to them.
117. **Suspended debit, prepaid and virtual cards, to which DSK Bank's General Terms and Conditions for the provision of payment services from 01.11.2024 apply**
- 117.1. Business Debit and Prepaid Mastercard Cards: Business Debit and Prepaid Mastercard debit and prepaid cards issued before the entry into force of these General Terms and Conditions continue to be serviced in accordance with these General Terms and Conditions and may be used to perform all operations specified in item 55.1. and item 55.2. of the General Terms and Conditions. For these cards, the service under Art. 55.2., letter "a" for receiving cash ("cashback") from a merchant is also active abroad.
- 117.2. Virtual Business Mastercard Cards: Virtual Business Mastercard cards issued before the entry into force of these General Terms and Conditions continue to be serviced in accordance with these General Terms and Conditions and may be used to perform the operations specified in item 56.