

**GENERAL TERMS AND CONDITIONS  
OF FIRST INVESTMENT BANK AD  
FOR ELECTRONIC BANKING  
"MY FIBANK"**

**I. DEFINITIONS**

1.1. For the purposes of these General Terms and Conditions (hereinafter the GTC), the Request for registration/change/ termination of registration for electronic banking, the request for registration/deactivation of a mobile device in the electronic banking system *My Fibank*, as well as all requests, declarations, confirmations and other written agreements for use of *My Fibank* (hereinafter the Agreement), concluded between the Account Holder (User of payment services) and First Investment Bank AD with its headquarters and registered office in the city of Sofia, 37 Dragan Tsankov Blvd., UIC 831094393, holding a universal license № РД22-2257/16.11.2009, issued by the Bulgarian National Bank, which supervises its activities (hereinafter the Bank or Fibank), as well as all appendices thereto, the terms listed below shall have the following meanings:

a) **"Digital Card"** shall mean a payment instrument, agreed between the Bank and an individual Account Holder within the meaning of the Law on Payment Services and Payment Systems (LPSPS), issued without a physical (plastic) card, and representing a bank payment card – a debit card, or a revolving credit card of the "without deposit" type. The Digital Card is intended for use in the country and abroad via NFC Mobile Devices at payment terminals allowing contactless transactions and branded with the respective means of a trademark: MasterCard, or VISA. It is issued by the Bank at the request of an Account Holder who has registered for active banking in the Fibank Mobile Application and has been issued by the Bank one or more of plastic Cards, regardless of the brand;

b) **"Electronic Signature"** (ES) shall mean a means for electronic identification of the Authorized User and authentication of an online service, such as: 1) qualified electronic signature (QES); 2) Advanced Electronic Signature (AES); 3) Transaction authorization number (TAN) in combination with a Personal Identification Number (PINt); 4) Transaction authorization number (TAN) in combination with a Personal Identification Number (PINt), in combination with an ID number of a registered mobile device; 5) Password in combination with an ID number of a registered mobile device;

c) **"Electronic statement"** shall mean a verbal statement delivered in digital form through a common standard for transformation, reading and visual presentation of information. An electronic statement may also contain non-verbal information;

d) **"Statement"** shall mean "Account statement" respectively "Card statement" under the definitions set out in the General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services, respectively, the General Terms and Conditions of Fibank regulating the issuance and use of bank cards;

e) **"Card"** shall mean a valid credit or debit bank payment card with the logo of VISA, VISA Electron, MasterCard or Maestro, issued by the Bank to the Authorized user, on which information is stored electronically and which is used repeatedly for identification of the Authorized user, or for remote access to the Account Holder's own funds, and subject to the other characteristics of the card as a payment instrument specified in the General Terms and Conditions of Fibank regulating the issuance and use of bank cards;

f) **"Qualified electronic signature"** (QES) shall mean an advanced electronic signature which was created by a device for creating qualified electronic signatures and is based on a qualified certificate for electronic signatures;

g) **"Utility payment through the System"** shall mean a payment in BGN, including under predetermined conditions and parameters, of household or other obligations incurred on the territory of Bulgaria, which an individual Account Holder can pay through *My Fibank*;

h) **"Download Link the My Fibank mobile application"**: the application is available for free download from the Internet, and for installation from the online app stores for mobile devices using the respective operating system (AppStore, Google Play, or other specified by the Bank);

i) **"My Fibank mobile application"** (the Mobile Application, or the Application) shall mean a specialized application for mobile devices, through which the Account Holder or persons authorized by him/her shall have the right, subject to the presence Internet connection, to remote access to the *My Fibank* system;

j) **"Mobile Device"** shall mean a portable electronic device (mobile phone, etc.) that can use a variety of applications through its operating system, is provided with various radio communications, and allows Internet connectivity. An NFC Mobile Device shall mean a mobile device with technology for contactless data exchange (Near Field Communication) for the purpose of making contactless payments;

k) **"Operating system"**: an essential part of the system software that manages and coordinates the work of the processor and other components of the mobile device. The Mobile Application is available for iOS and Android operating systems. The Bank shall establish mandatory minimum requirements for the operating system version, and publish them on the Application page in the online app store;

l) **"Authorized user"** shall mean an individual who is entitled, in the name and on account of the Account Holder, to access to *My Fibank* and the services offered through the System, depending on the rights granted, including the Account Holder when an individual.

m) **"Password"** shall mean a predetermined combination of numbers, Latin letters and symbols, which is unique and known only to the Account Holder/Authorized user, serves to identify the Account

Holder, respectively the Authorized user, and when introduced in combination with the specific username of the Account Holder/Authorized user provides access to *My Fibank*.

n) „**Personal identification number**” (PINt) shall mean a combination of numbers which is used in combination with TAN and serves for identification and access to *My Fibank*.

o) „**Username**” shall mean a combination of Latin letters or letters and numbers, predetermined by the Account Holder/Authorized User which, in combination with the Password, serves for identification of the Account Holder/Authorized User and access to *My Fibank*;

p) „**User Session**” shall mean a period of time in which the Mobile Application allows access to its services, and after expiry of this period the session is automatically terminated. The Authorized User can specify the duration of the User Session in the Application settings. The Bank recommends that after use of the Mobile Application the session is terminated by pressing "Exit". In order to start a new session in the Mobile Application, the means of access and identification need to be reintroduced again;

q) „**Working hours of My Fibank for execution of payment transactions**” shall mean an interval of time within the business day, after which the payment order shall be considered received by the Bank on the following business day;

r) „**Business day**” shall mean every day on which the Bank carries out its activities necessary for the execution of a payment transaction. For payment transactions related to transfer of funds from/to other payment service providers Saturdays and Sundays when not announced as working days, as well as the official holidays in the Republic of Bulgaria, shall be considered non-business days;

s) „**My Fibank electronic banking**” or “**My Fibank**” shall mean the automated system for electronic banking of First Investment Bank AD, through which the Account Holder or persons authorized by him/her (Authorized Users) are entitled to remote access through the Internet at <https://my.fibank.bg> to the electronic services offered by the Bank. The *My Fibank* service can be used on personal computers, portable devices (laptops, tablets, etc.), or via the Fibank Mobile Application after downloading it from the link;

t) „**Means of access and identification**” shall mean, depending on the services requested by the Account Holder, means of access and identification such as: Username, Password, QES, TAN in combination with PINt, ID number of a registered mobile device, or a combination thereof;

u) „**Charges**” shall mean all amounts due under the Tariff of Fees and Commissions (the Tariff), such as fees, commissions, expenses, regardless of their type;

v) „**Tariff**” shall mean the Tariff of Fees and Commissions of First Investment Bank AD adopted by the Managing Board of the Bank, including the Bulletin of Interests accrued by the Bank on bank accounts in local and foreign currency (hereinafter the Interest Bulletin) to it, together with all of their annexes at the date of application;

w) „**Account Holder**” shall mean an individual, a company, or another legal entity in whose name an

account is kept with the Bank and which is entitled to dispose of the funds on this account in the capacity as a User of payment services. An individual Account Holder registered in the electronic banking system *My Fibank* may also act as an Authorized User of a Card when using the *My Fibank* services with a Card issued by the Bank;

x) „**Transaction authorization number**” (TAN) shall mean a unique encrypted digital code, valid for single use, which is generated through a specialized electronic encoding device (Token), provided and used under the terms, conditions and procedures of the Bank;

y) „**Merchant**” shall mean a person offering goods and/or services through the Internet, the payment for which is done by a Card, provided that such person participates in the programs MasterCard SecureCode or Verified by VISA, indicated by the sign of the respective Program on its website;

z) „**Operating instructions for Fibank's electronic banking My Fibank**” or “**Operating instructions**” shall mean the current instructions of the Bank for registration in *My Fibank* and use of the services offered by it, published on the System's website at <https://my.fibank.bg>, together with all annexes and amendments thereto;

aa) „**3D Password**” shall mean a series of symbols serving for identification of the Authorized user, and confirmation of Internet transactions with a Merchant participating in the Program;

ab) „**3D Card security**” shall mean a service enabling Cards issued by the Bank to be included in the Program;

ac) „**ID number of a registered mobile device**” shall mean a combination of numbers and letters determined by the Mobile Application, depending on the mobile device and the version of the operating system used. The mobile device of the Authorized user is registered in the Mobile Application under this number, which serves as means for access and identification to the Application;

ad) „**Verified by VISA**” or “**MasterCard SecureCode**” – “**the Program**” shall mean a program for additional security of card payments over the Internet, respectively “Verified by VISA” – for the VISA international card operator, and “MasterCard SecureCode” – for the MasterCard international card operator.

## II. SUBJECT

2.1. These GTC shall regulate the relations between the Bank and the Account Holder regarding the registration and use of the services provided through the Electronic banking of First Investment Bank AD: *My Fibank*, and shall form an integral part of the Agreement.

2.2. At the request of the Account Holder and depending on the method of registration, the Bank shall provide the Account Holder with access, through *My Fibank*, to one or more of the following services:

2.2.1. Passive banking (reference) transactions – passive banking for which the Account Holder may also register Authorized User/s specified by him:

a) The Bank provides information by electronic means, allowing its reproduction in an unchanged way, convenient for archiving and storage, about the balance and transactions on bank accounts, and/or payment cards (account reports, statements and/or other report information) in volume and frequency under the terms of the respective service;

b) information about the branches of the Bank, Fibank ATMs, exchange rates of the Bank, news, and current promotions;

c) other reference information;

2.2.2. Active banking related to the execution of payment or other transactions – active banking:

a) opening and closing of bank accounts in BGN or in foreign currency: current, deposit, or other bank accounts (excluding joint accounts, basic payment accounts, or other accounts with special conditions for disposal or interest payments, expressly agreed at an office of the Bank), subject to the terms of the selected account announced by the Bank and accepted by the Account Holder;

b) transfer of funds (in national or foreign currency) from/to an account of the Account Holder to/from another account kept with the Bank, or to/from another payment service provider, including utility payments, mass transfers, transactions through payment cards issued by the Bank or other similar instruments, repayment of obligations under credit cards and/or loans provided by the Bank, as well as other services subject to the terms, conditions and requirements of the Bank for the respective service;

c) purchase/sale of currency from/to an account;

2.2.3. *My Fibank* mobile application, with options for:

a) use of passive banking as specified in item 2.2.1. above;

b) use of active banking as specified in item 2.2.2., letter "b" above, subject to the limits determined by the Bank, or selected by the Account Holder;

c) issuance of a digital Card.

2.2.4. Registration for the 3D Card security service;

2.2.5. Other services.

2.3. The circumstance that the Account Holder operates with his accounts through *My Fibank* does not limit his ability to dispose of these accounts by any other means agreed upon with the Bank.

2.4. The Account Holder agrees, in connection with the use of the payment services and other related services offered by the Bank through *My Fibank*, that the opening and maintenance of bank accounts and the authorization and execution of payment transactions shall be carried out subject to the made registration, these GTC, the General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services (GTCPs), and under the specific terms and conditions provided on the website of *My Fibank* at <https://my.fibank.bg> and/or on the Bank's website at [www.fibank.bg](http://www.fibank.bg).

2.5. The Bank shall have the right to expand or limit the scope of services offered through *My Fibank*, to set

additional requirements, including procedural ones, to change the terms, including the price, the ways of access, of registration, as well as their execution, based on changes in the current legislation, for security reasons or due to improvements in the respective service, as well as to impose other restrictions arising from the normative requirements of the current legislation. The Bank shall notify the users of the changes, new services and special terms and conditions for their use, by publishing them on the website of *My Fibank* at <https://my.fibank.bg>, and shall not be responsible for any damages or lost profits resulting from changing the scope of the services.

### III. CONDITIONS FOR USE

3.1. *My Fibank* shall be accessible via the Internet at <https://my.fibank.bg> for Account Holders who have at least one bank account opened on-site at an office of Fibank, have requested and received confirmation for their registration or for the registration of the Authorized Users specified by them under the terms and conditions determined by the Bank, and have registered means for access and identification as specified by these GTC.

3.1.1. The Mobile Application shall be accessible for use after installation of the *My Fibank* Mobile Application from the Download Link..

3.2. For the use of *My Fibank* and the services offered through it, the Bank shall establish (and with respect to the Mobile Applications – also publish in the page of the Application in the app store) minimum technical requirements which the Account Holder and the Authorized User must provide.

3.2.1. In order to improve the quality of the service provided, the Bank reserves the right to make changes in the computer programs which perform it. Should any of these changes require a modification of the necessary equipment, operating system, or speed of the Internet connection, the Bank shall notify the Account Holder to that effect by a message made available to him through *My Fibank*, the Mobile Application, or on the Bank's website at [www.fibank.bg](http://www.fibank.bg) prior to implementing the change.

#### Preliminary information

3.3. The Bank shall make these GTC, the Operating instructions for the *My Fibank* system, the Tariff, the GTCPs, as well as the special conditions and instructions for use of the specific service, available to the Users in an accessible way and allow sufficient time for making an informed decision for the use of the service concerned, respectively for entering into an agreement, including through announcing them on the website of the System at <https://my.fibank.bg>, and/or on the website of the Bank at [www.fibank.bg](http://www.fibank.bg), or in another accessible manner, on a durable medium, in the form of intelligible text in Bulgarian language.

3.3.1. At the request of the Account Holder, the Bank may provide the preliminary information in a manner different than those indicated in item 3.3., subject to charges as per the Tariff.

3.3.2. For the convenience of the Users - foreign persons, the Bank shall provide these GTC, the Operating instructions, the Tariff and the GTCPs also in

English language. In case of an inconsistency or contradiction, the original text in Bulgarian language shall prevail.

3.4. Before using the services offered by *My Fibank*, the Account Holder/the Authorized user shall be obliged to acquaint themselves with the specific rules for their use.

3.5. When using *My Fibank*, the Account Holder/the Authorized user shall be obliged to comply with the security measures, requirements and guidelines of the Bank published on the website of *My Fibank*.

#### IV. REGISTRATION, ACCESS AND IDENTIFICATION

##### *My Fibank*

4.1. Registration shall be performed personally by the Account Holder, by submitting (by a registration form in *My Fibank*, or a Request for registration at the office of the Bank) the data necessary for the purpose, such as names, valid electronic address for receiving of information, username, password and others as per the Operating Instructions.

4.1.1. The registration shall be confirmed and activated at an office of the Bank, based on a signed Request for registration/change/termination of the registration (the Request) and after presentation of all documents required by the Bank. The conformation of the registration of a legal entity Account Holder, as well as of the Authorized Users, may also be performed by a person authorized by the Account Holder with a notarized power of attorney drawn up in accordance with the requirements of the Bank.

4.1.2. In the Request, the Account Holder may specify one or more individuals – Authorized Users who in his name and for his account may use *My Fibank*, determine their access rights to the selected services, and the limits of disposal in the presence of a notarized power of attorney.

4.1.3. The Account Holder may at any time unilaterally revoke the rights granted by him to the Authorized Users.

4.2. When registering through *My Fibank*, the individual Account Holder shall identify himself before the Bank by entering his national ID number and the details of the Card issued in his name by Fibank: names (as printed on the Card), term of validity, type of Card, CVC/CVV (personalizing features of the card). By confirming his Request for registration, he shall confirm that he has read and understood these GTC, accepts their application in governing the relationship with the Bank in connection with the use of *My Fibank*, and instructs the Bank to enable his registration and debit the account to which the Card is issued (whose personalizing features they have entered) with the fee payable under the Tariff.

4.2.1. After successful registration under item 4.2 above, the individual Account Holder shall receive access to passive banking and to a limited number of active transactions (utility payments and transfers between accounts kept in their name in the Bank). For each additional service, he shall need to submit a Request in an office of the Bank.

4.2.2. Upon registration through *My Fibank*, the acceptance of these GTC, the confirmation by the Account Holder of the registration under item 4.2, and the sending by the Bank of a confirmation for the registration made, shall have the effect of conclusion of an agreement with the Bank.

4.2.3. The initiation of any active transaction through *My Fibank* before expiry of 14 days from the conclusion of the distance contract shall be considered as express consent of the Account Holder for the Bank to begin implementation of the Agreement before expiry of the term under item 16.5. of these GTC.

4.3. The Account Holder shall be obliged to immediately notify the Bank in writing of any changes in the data or documents submitted by him, including with respect to the Authorized Users, regardless of whether or not the circumstances concerning such changes, including with respect to the representation of a legal entity, are subject to registration or disclosure in a public register.

4.3.1. The changes in the data/documents or representative powers shall have effect with respect to the Bank from the moment the Bank was notified by the Account Holder of such changes in writing, by depositing the relevant documents in an office of the Bank.

4.4. Means of access and identification. The Account Holder/Authorized user may use one or any combination of the following means of identification and access to *My Fibank*, depending on the services requested:

4.4.1. **Username and password** – upon registration made through *My Fibank*, the Authorized user shall personally specify his username and password, and if the registration is made in an office of the Bank he shall have the right to specify his username, while a one-time password, for security purposes, shall be automatically generated by the Bank's information system and sent to the Authorized User's e-mail address specified in the Request. The Authorized User should then change the one-time password, determining a login password for *My Fibank* consisting of a combination personally selected by him.

4.4.2. **Qualified electronic signature (QES)** – all active and passive banking transactions in *My Fibank*, in accordance with the granted permissions, can be performed using a valid and registered QES.

4.4.3. **Combination of TAN and PINt** – all active and passive banking transactions in *My Fibank*, in accordance with the granted permissions, can be performed using a valid PINt and a TAN generated by an electronic encoding device (Token). The use of a Token does not require computer installation or any other special settings. When receiving a Token, Authorized users shall also be provided with a PINt that shall serve for personal identification. For security purposes, the PINt shall be automatically generated by the Bank's information system and sent to the Authorized User's e-mail address specified in the Request.

4.5. When the Account Holder has determined one or more Authorized Users, each one of them shall use individual means of access and of identification. The Account Holder shall accept that the means of access and of identification used by the Authorized Users are secure enough for the purposes of transactions and the

specific terms agreed with the Bank, and shall be used to personalize the Authorized Users before the Bank when they are acting in the name and for account of the Account Holder.

4.6. The Bank and the Account Holder agree that use of any of the ES specified in these GTC, independently and/or in combination between them and/or with other personalized security features such as Username, Password, PINt, ID number of a registered mobile device, shall be used by the Authorized Users and accepted by the Bank for giving authorizations, placing orders, and making electronic statements through *My Fibank* and the Mobile Application for carrying out active bank operations for the account of the Account Holder. The electronic statements submitted after logging into *My Fibank* or the Mobile Application shall be accepted and executed by the Bank as submitted and signed by the Authorized User, who has identified himself before to the Bank and is acting in the name of the Account Holder, with the enforceability of a handwritten signature attesting to the veracity and authenticity of the electronic statement for the transaction ordered.

4.7. The Bank reserves the right to change the permissible means of access and identification, or to set requirements for combinations thereof, in which case it shall inform the Users by a notice on the website of *My Fibank* <https://my.fibank.bg>, or in another appropriate manner.

### **My Fibank Mobile Application**

4.8. To use the *My Fibank* Mobile Application, the Account Holder should have a valid registration in *My Fibank* and registered Mobile Device.

4.9. To perform active operations under item 2.2.2. "b" above, the Authorized User must register his Mobile Device with which he will access the Mobile Application, requesting registration via the Mobile Application, *My Fibank* or at an office of the Bank, under terms and parameters determined by the Bank. In case the Authorized User does not register his Mobile Device for use with the Mobile Application, he can only use passive banking with the accounts kept his name.

4.9.1 The Authorized User may remove (uninstall) the Mobile Application from their Mobile Device at any time, as well as deregister the Device. In case of re-installation of the Mobile Application on an already registered Mobile Device, regardless of the reason for that, as well as in case of changing the version of the operating system with which the Device operates that was not imposed not by the manufacturer of the Mobile Device, the Authorized User shall need to register the Mobile Device again, under item 4.9 above.

4.10. Registration of the Mobile Device shall be confirmed by the Authorized User by a signed Request for registration with QES, or PINt and TAN, submitted through *My Fibank*, or at an office of the Bank.

4.10.1. Upon registration of a Mobile Device through the Mobile Application, the Authorized User shall identify himself before the Bank, and confirm his request for registration of the Mobile Device by introducing a valid PINt and TAN.

4.11. Account Holders that are legal entities may only register accounts kept in their name with the Bank for passive banking in the Mobile Application.

4.12. Means of access and identification when using the Mobile Application:

4.12.1. **Username and Password** are the ones determined by the Authorized User for use with *My Fibank*. They serve for access and identification, and in case of existing registration for active banking – also for placing orders of payment transactions up to the predetermined limits.

4.12.2. **Combination of TAN and PINt** – by entering a valid PINt and a TAN generated by an electronic encoder (Token), all active and passive banking transactions can be performed when using the services of the Mobile Application.

4.12.3. **ID number of registered Mobile Device** – is used in combination with a Username and Password and/or TAN and PINt for identification and access to the Mobile Application. In case of existing registration for active banking and at the express request of the Authorized User, it also serves for placing orders of payment transactions up to the predetermined limits. In case of executing payments without entering a Password and/or TAN and PINt, the Authorized User shall certify the payment amount and order the Bank to debit his account with that amount and transfer it to the account of the Payee, by confirming the transaction by selecting the "Pay" button.

### **3D Card security**

4.13. The 3D Card security service of First Investment Bank AD is available for registered Authorized Users of *My Fibank* via the website of *My Fibank*, and enables Authorized Users with VISA, VISA Electron, MasterCard and Maestro cards to participate in the programs *MasterCard SecureCode* and *Verified by VISA* (depending on the type of Card), which offer a more secure environment for payments over the Internet to Merchants participating in the Programs, by registering their Cards.

4.14. Registration/deregistration for 3D Card security is carried out personally by the Authorized User, who has identified himself before the Bank by logging into *My Fibank* with a Username and Password, and has a valid Card issued by the Bank, through entering into the registration form the requisite details and personalizing features of the Card issued in his name that he wishes to register/deregister.

4.14.1. By accessing the 3D Card security service, the Authorized User agrees to provide true, accurate and complete information, and in the event of a change to the initial information provided, to immediately update it.

4.15. Upon registration, the Authorized User shall personally determine a password (3D Password) by which he will further identify himself when performing card payments over the Internet at Merchants participating in the Program. The password can be changed at any time by the Authorized User with a new

combination, known only to him, through *My Fibank*, according to the operating instructions.

4.15.1. By determining and entering the 3D password upon registration, the Authorized User confirms his request for registration to the service, and also confirms that he has read and understood these GTC, accepts their application in governing his relations with the Bank in connection with the use of the service, and orders the Bank to activate it.

4.15.2. The 3D password is for personal use by the Authorized User only. The Authorized User shall not communicate, provide, or disclose it to any third party, shall keep it secret and take all necessary measures against its becoming known to a third party, including not storing it in a way that may allow its becoming known to a third party.

4.16. The Authorized User may terminate the registration for the service under item 4.14. above also by entering the correct 3D password determined by him. In case the Authorized User has forgotten his 3D Password, he can terminate the Card's registration also by submitting a Request at an the office of the Bank for termination of the 3D Card security service for a Card issued by First Investment Bank AD. Termination of registration shall be carried out personally by the Authorized User, and only for Card/s issued in his name.

4.17. The Bank shall not be responsible either directly or indirectly, or in any other way for the policies and practices for protection of data and information of the Merchants whose goods or services the Authorized User purchases or uses, including personal data provided by the Authorized User to them. The Bank shall not be responsible for the content of websites, including for any advertising done at these websites, for the content of products, goods, materials or services, nor for any losses or damages that have been caused to the Authorized User, or that may be caused to him by, or in connection with the use of a Card for payments over the Internet at Merchants participating in the Programs.

4.18. The Bank shall not be responsible for tort, negligence, breach of statutory duty, or any other claims arising from the implementation of, or access to, the programs *Verified by VISA*, respectively *MasterCard SecureCode*, through 3D Card security, nor for any errors or omissions contained in these services, nor in the case of the respective service being unavailable.

#### **Measures to protect the Means of access and identification**

4.19. The Authorized user shall:

4.19.1. Keep secret the personal identification characteristics of his/her Means of access and identification, such as Username, Password, including of the Mobile Device (when using the *My Fibank* Mobile Application), and take all necessary measures against their becoming known to a third party, including not storing them in a way that may allow their becoming known to a third party. The PINt/Password selected by the Authorized User should not consist of easily ascertainable combinations (such as phone number, date of birth, car registration number, etc.).

4.19.2. Keep responsibly the Means of access and identification, and take all necessary measures against their damage, destruction, loss, alteration, theft, or use in any illegal way;

4.19.3. In case the Authorized User has written down, or stored his/her personal identification characteristics for identification and access on an electronic, or another durable medium, thus creating prerequisites for their becoming known by third parties, or has communicated them to a third party, including to a family member or a relative, or has allowed use of the services provided through *My Fibank* by a third party other than the Authorized User, it shall be deemed that the Authorized user has acted intentionally or with gross negligence and the Bank shall not be responsible for any illegal actions of third parties involving unauthorized access to *My Fibank* that have caused damage to the Authorized User.

4.20. The personalized security features such as Username, Password, PINt, can be changed through *My Fibank* repeatedly by the Authorized User with new combinations, known only to him/her. The Bank recommends that the Username, Password, and PINt are changed periodically.

#### **V. PERFORMANCE OF SERVICES AND TRANSACTIONS THROUGH MY FIBANK**

5.1. The Account Holder/Authorized User, duly registered for access to passive, respectively active banking, can receive information and details on balances and transactions of the accounts registered in *My Fibank*, as well as initiate and authorize (by placing orders/requests, etc.) active transactions through *My Fibank* without limitation, 7 days a week, 24 hours a day.

5.2. The Bank shall be entitled to determine limits for execution of payment transactions through *My Fibank* and the Mobile application, introduce other restrictions, as well as establish additional requirements, including procedural ones, when necessary due to requirements of the current legislation, or for the purpose of maintaining a level of security according to the technical standards, conditions and policies for electronic and mobile banking.

5.3. To access services and transactions requiring additional identification of the Authorized User by entering a national ID number and details of a Card issued by the Bank, the Authorized User shall owe the Bank charges according to the Tariff, the payment of which he shall order by each confirmation of the data entered.

#### **VI. BANK ACCOUNTS**

6.1. A bank account can be opened through *My Fibank* in the name of the Account Holder, by him personally or by the Authorized User.

6.2. The Account Holder shall be entitled to perform active banking transactions on his accounts registered in *My Fibank*, regardless whether they were opened in an office of the Bank or through *My Fibank*.

6.3. Opening and maintenance of banks accounts, including opening of deposits through *My Fibank*, shall be carried out subject to the terms and conditions of the

Bank for the respective account or deposit product, announced on the website of *My Fibank* and/or of the Bank, with which the Account Holder shall be required to acquaint himself before opening the account/deposit.

6.3.1. The Bank and the Account Holder agree that, on the order of the Account Holder and after confirmation by the "Sign" feature, the requested account/deposit shall be opened in his/her name through *My Fibank*, according to the applicable policies and procedures of *My Fibank*, and shall be maintained subject to Bank's terms for the respective type of account/deposit and the applicable regulatory requirements. The account shall be considered opened under a valid agreement between the parties. At the discretion of the Bank, additional documents may be required under items 4.2 - 4.4. of the GTCPS.

6.3.2. By opening an account/deposit subject to the procedures of *My Fibank* and the conditions for access, identification and confirmation by electronic signature, the Account Holder confirms that he is familiar with the contractual terms of the Bank applicable to the account/deposit opened in his name, including with the terms and conditions for changing them, and the consequences of violating them, accepts them, and shall be bound by them under the electronically signed agreement.

6.4. Closing of a bank account at the request of the Account Holder shall be done by submitting a written order at an office of the Bank, under the terms and conditions of the GTCPS, or through *My Fibank*, according to the type of account and subject to the current conditions of the Bank, provided that all charges due to the Bank have been paid, and there are no other special provisions for closing the respective account.

6.5. Unless otherwise provided in these GTC, the relationship between the Bank and the Account Holder in connection with opening, maintenance and closing of a bank account shall be governed by the GTCPS.

### **Deposit Insurance**

6.6. The funds in all accounts of the Account Holder, including in those opened through *My Fibank*, shall be insured by the Bulgarian Deposit Insurance Fund up to the amount and under the conditions provided in the Law on Bank Deposit Guarantee.

### **Active banking**

6.7. All requested transactions (including payment orders in national and/or foreign currency) shall be performed under the terms and conditions set by the existing legislation, the internal regulations of the Bank, the GTCPS, and according to the specific arrangements with the Account Holder.

6.8. The Authorized User may order payments from the accounts of the Account Holder, provided that the Authorized User has a level of access with rights to dispose of the account, in accordance with the defined limits, if any, and up to the amount of funds available in the account.

6.9. To execute a payment transaction, the Authorized User shall submit a payment order drawn up in electronic

form, with correctly entered unique identifier/IBAN identifying the account of the Payee and, if necessary, the business identification code of the payment service provider for the Payee (BIC), as well as any other information and details required for execution of the respective payment service. In case the data is derived from an automated information exchange system, the Account Holder shall be obliged to make sure in advance that such data is correct.

6.9.1. The Authorized User shall be obliged to ensure second verification of the correctness and completeness of the data, and then confirm the requested transaction by signing the payment order with his chosen ES.

6.9.2. The Bank shall not be responsible for non-execution or incorrect execution of a payment transaction in case of inaccuracy of the unique identifier/IBAN of the Payee, and/or of other data required for its implementation, indicated in the payment order by the Authorized User.

6.10. For execution of a payment order, the Account Holder/the Authorized User shall provide the Bank in advance with copies of all supporting documents for the order requested by the Bank and under the current legislation by e-mail, in the form of scanned documents. The Account Holder shall provide the Bank with the original documents or with attested copies thereof within 7 days of ordering the transaction.

6.11. The required documents, (declarations, statistical forms and others) that need to be provided by the Account Holder for execution of the ordered transaction under the current legislation, shall be compiled electronically, and submitted in the manner provided for submission of payment orders through *My Fibank* and in accordance with the requirements of the Bank.

6.12. The Account Holder/the Authorized User may create, save and use templates of electronic payment forms, containing one or more commonly used details, in order to facilitate the completion of payment orders through the *My Fibank* system.

6.12.1. Upon registration for payment of tax and credit obligations, the individual Account Holder shall receive information about, and be able to pay only his own obligations. The information about them shall be periodically updated through an automated information exchange system.

6.13. The Account Holder shall be obliged to ensure sufficient available funds on the account for execution of the ordered payment transactions, and for payment of the charges due for their execution.

6.14. Payment orders shall be executed on the date of their receipt, unless another date for execution has been agreed, subject to the procedures, terms and value dates under the GTCPS.

6.15. The payments shall be executed by the Bank, and/or through the mediation of third parties, including payment service providers, as well as through systems for data exchange and/or processing of the transactions associated with execution of payments, which are operated by third-parties (ePay, EasyPay, etc.). The acceptance and execution of payments shall be in accordance with the functional characteristics of the

respective system, while the rights and obligations of the Bank with regard to the Account Holder shall remain in accordance with these GTC.

6.16. When payment of tax obligations is initiated, such obligations shall be paid, for each particular type, (e.g. taxes, fines, etc., along with the interest accrued thereon) in the order of their occurrence. Partial payments of tax obligations shall not be performed.

6.17. Payment orders received on behalf of the Account Holder/the Authorized User through *My Fibank* according to the rules and procedures established by the Bank shall be considered validly signed written statements that unconditionally bind the Account Holder. The Bank shall not be responsible for any damages or lost profits resulting from their implementation.

6.18. The Account Holder/the Authorized User shall be obliged to check the status of implementation of the payment orders initiated by him, and give timely alert in case of any identified discrepancies. An order with "approved" status shall be deemed accepted for implementation by the Bank, and may not be cancelled through *My Fibank* (the procedures for cancellation of orders referred to in GTCPS shall apply).

## VII. REFUSAL FOR EXECUTION OF PAYMENT TRANSACTION

7.1. The Bank shall refuse the execution of a payment transaction ordered through *My Fibank*, if the requirements of these GTC, the GTCPS or the specific agreed terms with the Account Holder are not met, as well as if the latter has not identified himself, and/or has not signed the respective transaction under the prescribed procedure, by a valid ES.

7.1.1. The Bank shall refuse the execution of payment transaction when invalid or incomplete identifier (IBAN) is indicated, when there is no sufficient available balance on the account for execution of the transaction and for payment of the charges due to the Bank, or if the Account Holder has not presented the required documents and other information, necessary for its execution.

7.1.2. The Bank shall not be responsible for damages resulting from non-execution of payment transactions due to insufficient funds, non-fulfillment of the applicable rules and requirements or the agreed terms, or in case of transactions inadmissible under current legislation, including in connection with the measures against money laundering and terrorism financing.

7.2. The Bank shall notify the Account Holder of its refusal (by a "wrong" status), and upon request of the Account Holder shall inform him of the reasons for the refusal and how to correct the errors (in case non-execution was due to errors), unless there is a ban on the provision of such information under a law or act of the European Union.

## VIII. REPORTING

8.1. The Bank shall prepare and provide the Account Holder, as well as the Authorized Users specified by the

Account Holder, with written account statements and other accounting information (statements, confirmations, etc.), with information on the transactions performed with bank cards, balances, and transactions on bank accounts, making them available through *My Fibank*.

8.2. The Account Holder agrees to receive the statements and other documents and information under item 8.1. above in the manner stipulated under these GTC, without the Bank having the obligation to provide them on paper.

8.2.1. The Bank shall make the statements available on the date of their preparation, indicated in the document, which parties shall accept as the date of their receipt.

8.2.2. The Bank shall provide the Account Holder/Authorized User with access to statements for past periods, storing them in the System for at least 6 (six) months after their preparation.

8.2.3. The Account Holder shall be obliged to archive the documents received on his own durable medium, for a period sufficient for his information purposes.

8.2.4. By registering into *My Fibank*, the Account Holder gives his express consent that the Bank ceases to provide him with paper statements (account statements and bank card statements), including in an office of the Bank, or by mail. At the request of the Account Holder, the Bank shall provide him with duplicates subject to charges under the Tariff.

8.3. The Account Holder shall be obliged to review the contents of the received reporting information immediately, and inform the Bank of any discrepancies found without undue delay, under the terms and conditions for submitting objections pursuant to the GTCPS.

8.3.1. If the Bank does not receive a written objection within 45 days from the execution date of a transaction, it shall be considered that the Account Holder has received and approved the reporting documents and the payment services connected with that transaction. Notifying the Bank after this period shall be considered undue delay on behalf of the Account Holder.

8.4. The Account Holder/Authorized User may indicate in the System more than one email address for receipt of statements. The indication of addresses of third parties shall be entirely the responsibility of the Account Holder and shall be considered valid authorization of the Bank to send the data and information contained in the statements (representing banking secrecy and personal data) to the addresses indicated.

8.5. The Account Holder confirms that he is aware of, and assumes the risks associated with transmission of data in the Internet environment, of the possibility of unauthorized access and disclosure of information to third parties, of alteration of the contents or technical omissions in the transmission of data and information in unencrypted form, protected only by password.

## **IX. ISSUANCE OF A DIGITAL CARD THROUGH THE FIBANK MOBILE APPLICATION**

9.1. The conditions for issuance of a Digital Card are: the Account Holder (individual) to be registered for active banking in the Mobile Application of *Fibank*; to have been issued at least one plastic Card by the Bank, regardless of the brand; the Mobile Device to be registered with the Mobile Application (to have a registered ID number); its software to meet the technical requirements and to be standardized for work with a Digital Card.

9.2. By completing the relevant fields in the Mobile Application with information regarding the requested Digital Card, confirming the request and sending it with his ES, the Account Holder submits an express Request to the Bank for issuance of a Digital Card and entering into an Agreement under General Terms (these GTS, the GTCPS, the General Terms and Conditions of First Investment Bank AD for issuance and use of international debit cards MAESTRO, VISA Electron, V PAY and Debit MasterCard (for Digital debit cards), respectively the General Terms and Conditions of First Investment Bank AD for issuance and use of revolving international credit cards with chip MasterCard and VISA (for Digital revolving international credit cards), and fees and commissions under the current Tariff, which the Account Holder has read and understood and accepts their application in governing his relations with the Bank in connection with the issuance and use of the Digital Card.

9.3. The Request shall be considered approved and the Agreement for a Digital Card – concluded upon sending by the Bank, via the Mobile Application, of a notification to the Account Holder that the Card in his name has been issued and activated.

9.3.1. In the case of a Digital credit card, the Agreement under the preceding paragraph shall form an integral part of the Agreement for issuance of a revolving international credit card with chip and granting of a credit limit (overdraft) on a current account, and in the case of a Digital debit card – of the Agreement for granting of a bank credit-overdraft on a current (card) account to individuals, when such an agreement has already been concluded.

9.4. For each Digital Card, a unique personal identification number (PIN) shall be generated. The PIN is a combination of at least four digits and is used to identify the Account Holder when performing transactions with the Card.

9.4.1. In case the Account Holder forgets his/her PIN, as well as in case of loss, theft, destruction, damage, sale of the Mobile Device, the Bank shall issue, at the request of the Account Holder, a new Digital Card with a new PIN, subject to charges under the Tariff.

9.5. For any matters not settled in this section, as well as regarding the conditions for use, maintenance, management and termination of the agreement for a Digital Card, the General Terms and Conditions of First Investment Bank AD for issuance and use of international debit cards MAESTRO, VISA Electron, V PAY and Debit MasterCard (for Digital debit cards), respectively the General Terms and Conditions of First Investment Bank AD for issuance and use of revolving international credit cards with chip MasterCard and VISA

(for Digital revolving international credit cards) shall apply.

9.6. The Bank shall be entitled to refuse the issuance of a Digital Card, including where the Mobile Device has the necessary technical parameters, without giving a reason for that.

9.7. The ordering of a payment, or of any other transaction with the Digital Card before the expiry of 14 days from the conclusion of the Agreement for it, shall be considered as express consent of the Account Holder for the Bank to begin implementation of the Agreement.

## **X. BLOCKING OF ACCESS**

10.1. The access to *My Fibank* may be blocked by the Bank in the following cases:

10.1.1. at the request of the Account Holder or the Authorized user, pursuant to item 11.5. below, without them having to specify a particular reason for that;

10.1.2. on the initiative of the Bank – for objective reasons related to the security of the identification data, or in case of reasonable suspicion of payments submitted through *My Fibank*, including through the Mobile Application, which have not been authorized by the Account Holder, or in case of significantly increased risk that the Account Holder may not be able to meet their obligations to the Bank;

10.1.3. on the initiative of the Bank – for the Account Holder/the Authorized User who, with their actions, violates the requirements of the existing regulations, of these GTC and/or the GTCPS, who threatens the security and proper functioning of the System, or threatens or obstructs the use of the services by other customers;

10.1.4. automatically - following a series of wrong attempts to enter a TAN, PINt, Password, or other personalized security features as specified in the Operating instructions.

10.2. In the cases under item 10.1.1. the Bank shall block the access within the time necessary for processing the request, but not later than 2 hours from its receipt, unless for objective reasons a longer period is required.

10.3. The Bank shall notify the Account Holder of the blocking of access in the cases under items 10.1.2. and 10.1.3. and of the reasons for that prior to the blocking if possible, or at the latest immediately thereafter, unless giving such information is not allowed for security reasons or due to compliance with regulatory requirements.

10.4. Unblocking of access shall be made by the Bank after elimination of the grounds for blocking, and where the blocking was made upon the initiative of the Account Holder/the Authorized user – based on a request for unblocking submitted by the Account Holder, after fulfilling the requirements in the Operating instructions and payment of a fee according to the Tariff.

10.5. The Bank shall not be responsible for damages arising as a result of blocking of access under this section.

## XI. RESPONSIBILITIES

11.1. The Bank shall not control the purpose, nor shall it monitor the lawfulness of the transactions underlying the payments executed under these GTC, unless otherwise provided by law, nor shall it be responsible for damages, or for resolving of disputes arising in connection with such transactions.

11.2. The Account Holder/the Authorized user shall be responsible for damages caused by them directly or indirectly to the Bank, related to unauthorized access to information or making of payments through *My Fibank*, to non-compliance with the banking requirements, or to use of *My Fibank* services in a way that is improper, illegal, or contrary to these GTC.

11.3. In case of breach of his/her obligations to the Bank in connection with the use of *My Fibank*, the Account Holder may not make objections based on their relations with third parties.

11.4. The Account Holder/the Authorized user shall be responsible for any attempts on their part to gain unauthorized access to other customers' registrations or information.

11.5. The Account Holder/the Authorized user shall be obliged to immediately notify the Bank upon doubt that a third party has learned, or might learn their Username and Password and/or the personalized security features of a means for access and identification, and request blocking of access to *My Fibank* or of the means for access (if the means allows blocking). The notification shall be made in person at an office of the Bank, or by calling the following telephone numbers:

 **0700 12 777**

 **+359 2 800 2700**

 **+ 359 2 818 0003**

In case of change of the telephone numbers, the Bank shall notify the Account Holder/the Authorized Users by a message on the website of *My Fibank* at <https://my.fibank.bg>.

11.5.1. The Bank shall not be responsible for any damages if it has received an incorrect notification by a person who, on the basis of unambiguous circumstances, has been authorized to make it, and the Bank, acting in good faith, has taken the necessary measures to protect the interest of the Account Holder by blocking the access and not executing payment transactions ordered through *My Fibank*.

11.6. The Account Holder shall bear all losses, regardless of their size, relating to unauthorized payment transactions resulting from improper use of *My Fibank* in the cases of item 4.19. above, as well as all losses caused by him, or by an user authorized by him, through fraud or through failure to fulfill of one or more of the provisions of these GTC, the security measures set out in the Operating instructions, including the measures for protection of the means of access and identification, which shall be considered gross negligence.

11.6.1. Until receipt of the notification under item 11.5. the User, who is a consumer, shall bear limited liability pursuant to GTCPS, and after receipt of the notification and blocking of the access, the User shall

not be liable for any damages, unless he has acted fraudulently, in which case he shall be liable for all damages.

11.7. The Account Holder and the Authorized Users shall notify the Bank immediately upon detection of delay, malfunction, or failure to receive information, as well as provide assistance to the Bank for preventing and limiting damages in the way indicated by the Bank.

11.8. The Bank shall provide information on the website of *My Fibank* at <https://my.fibank.bg> on the appropriate measures to enhance security. The Authorized Users of *My Fibank* shall check regularly for information and warnings to enhance security, and implement them.

11.9. Bank shall not be responsible for damages and lost profits due to inaccuracies, errors or delays in the transmission of information due to force majeure, technical, communication or other reasons beyond the Bank's control, or for the continuity of access to *My Fibank*.

## XII. INTERESTS, FEES AND COMMISSIONS

12.1. For the use of the Bank's services through *My Fibank*, the Account Holder shall owe fees and commissions as per the GTCPS and the Tariff.

12.2. The interest accumulated on the balances of the Account Holder's accounts shall be calculated and accrued under the GTCPS, and announced in the Interest Bulletin.

12.3. In connection with the registration and use of *My Fibank*, as well as the use of other banking services related to the implementation of rights and obligations of the parties under the Agreement and these GTC, the Account Holder shall owe the Bank fees and commissions under the GTCPS and the Remote Banking section of the Tariff effective on the due date.

12.4. The terms and conditions for amending and supplementing the Tariff and the appendices thereto shall be governed by the GTCPS.

12.4.1. Changes in the interest or exchange rates resulting from changes in the reference interest or exchange rates used for their determination shall apply immediately and without prior notice to the Authorized User. The Bank shall make the changes available to the Authorized User by announcing the applicable interest and exchange rates, and the corresponding reference rates used as basis for their calculation, on paper in its banking offices, on its website, or on another durable medium, unless another term or manner in which the information should be made available has been agreed between the parties to the Agreement.

12.5. The Bank shall have the right to officially collect all amounts due to it by the Account Holder, including fees and commissions, from any account in the Account Holder's name kept with it, under the terms and conditions of the GTCPS.

## XIII. COMMUNICATION

13.1. All communication, including notifications between the parties, shall be made in writing, including to the e-mail addresses of the parties specified in the

registration, unless another way of notification is expressly provided by these GTC.

13.2. In case of change of the address and/or other details provided by the Account Holder, the latter shall be obliged to notify the Bank within 7 days of the change. Otherwise, all notices, invitations and messages sent by the Bank to the previous address of the Account Holder shall be deemed served.

13.2.1. In the event of legal proceedings in a dispute arising in connection with the conclusion, performance, interpretation, or termination of the Agreement or these GTC, the addresses of the parties stated in the Request shall be considered as addresses for service of summons and court messages within the meaning of the Civil Procedure Code, unless either party has expressly notified the other party of a change of address.

#### **XIV. CHANGES IN THE GTC**

14.1. The Bank shall have the right at any time to unilaterally change these GTC, of which it shall notify the Account Holder in writing, at least 3 (three) days, prior to entry into force of the respective change, by making an announcement on the website of *My Fibank*, in its banking offices, by sending an electronic message, with the account statement, by phone, by email, by mail to the correspondence address, or in another appropriate way as determined by the Bank, including by announcement on the Bank's website at [www.fibank.bg](http://www.fibank.bg), or through another durable medium at the Bank's discretion.

14.1.1. When the Account Holder is a consumer, the notification shall be made at least 2 (two) months prior to entry into force of the respective change.

14.1.2. The Bank shall provide the GTC with the upcoming changes to all users who may receive them in paper form at an office of the Bank upon request, as well as electronically, in an accessible and convenient storage form, by publishing them on its website at [www.fibank.bg](http://www.fibank.bg) within the period prescribed under item 14.1, respectively two months in advance for users who are consumers.

14.2. In case the Account Holder disagrees with the changes, he/she shall have the right to immediately terminate the Agreement (without owing any penalties or compensation in connection with termination due to amendments in these GTC) prior to the date on which the changes are proposed to take effect, by a written request without notice, pursuant to Section XV, after having repaid in full their obligations to the Bank. If the Account Holder does not terminate the Agreement by the date of entry of the changes into force, it shall be considered that the Account Holder has accepted them and is bound by them.

14.3. Changes in the GTC related to legislative changes or to extending the scope of the services, as well changes in the charges and/or conditions of the payment services provided, when more favorable for the users, shall apply immediately and without prior notice.

#### **XV. TERM OF THE AGREEMENT, TERMINATION**

15.1. The Agreement is concluded for an indefinite period of time.

15.2. The Agreement shall be terminated:

15.2.1. By written request of the Account Holder, without notice, provided that there are no unpaid obligations to the Bank and, in case of termination of the Agreement before the expiry of 12 months from the date of its conclusion – after payment of a fee under the Tariff; Account Holders who are not consumers shall be charged a fee under the Tariff;

15.2.2. At the request of the Bank – unilaterally, with 30 (thirty) days notice, and when the Account Holder is a consumer – with 60 (sixty) days notice, addressed to the Account Holder on paper or on another durable medium, after expiry of the notice;

15.2.3. upon closing of the account/s that the Account Holder has specified for use with *My Fibank*.

15.3. Upon termination of the Agreement, the Account Holder shall be obliged to pay all charges due to the Bank. Monthly charges which are paid after the beginning of the month for which they were due, shall not be considered prepaid. Charges prepaid by an Account Holder who is not a consumer shall not be refunded.

15.4. The Bank shall be entitled to unilaterally terminate the Agreement without notice to the Account Holder for failure of the latter to fulfill any of his obligations assumed under the Agreement, these GTC, the GTCPS, or the existing special conditions and instructions for the respective payment service and the specific agreement concluded with the Account Holder. Upon termination of the Agreement under this item, the Bank shall not owe to the Account Holder a refund of any prepaid charges.

15.5. Termination of the Agreement shall not automatically lead to closure of the accounts, including the deposits, opened through *My Fibank*, unless the Account Holder expressly requests their closure under the terms and conditions specified by the Bank, or the Bank closes them on its own motion, pursuant to the GTCPS.

#### **XVI. ADDITIONAL PROVISIONS**

16.1. Unless otherwise provided in these GTC or the specific arrangements between the parties, the relations between the Bank and the Account Holder in connection with the use of the payment services and the other related services offered by Fibank through *My Fibank*, including the opening and maintenance of bank accounts, the authorization and execution of payment transactions, the cancellation of payment transactions ordered by the Account Holder, possibility for corrections, and the other rights, obligations and responsibilities of the parties, shall be governed by the GTCPS, the Tariff and the appendices thereto, which shall form an integral part of the Agreement.

16.2. The records kept by the Bank of the orders for execution of payment transactions or other transactions, and of the other information submitted in the form of electronic statements through *My Fibank*, shall be considered as definitive proof of their content, as well as of the time of their submission, or execution. The records

made by the Bank of the transactions through *My Fibank* are accounting documents under the Accountancy Act, and shall be considered true until proven otherwise.

16.3. By accepting these GTC, the Account Holder and the Authorized Users give their express consent and grant the Bank the right to store, process and provide to the system operators servicing the payments and processing data in the country and abroad, including to the intermediaries used by the Bank for performing of the provided services, as well as for the needs of the banking supervision, the personal data provided by them, as well as information on the balances, transactions, and other data about the status of the Account Holder's accounts with the Bank.

16.4. By accepting these GTC, the Account Holder and the Authorized Users agree that, for security reasons, the telephone conversations related to the use of payment services offered by the Bank through *My Fibank*, shall be recorded and may be used as evidence.

16.5. The Account Holder shall be entitled, without owing a compensation or penalty and without giving a reason, to withdraw from the Agreement for *My Fibank* and/or for the Mobile Application when they were concluded remotely, whereby the Account Holder shall be deemed also to have automatically withdrawn from the Agreement for Digital Card, or to withdraw only from the Agreement for Digital Card concluded remotely via the Mobile Application, by depositing at an office of the Bank, or sending by mail or courier a written notice to the Bank to the correspondence address indicated in the registration, or at the Headquarters of the Bank at 1797 Sofia, 37 Dragan Tsankov Blvd., within 14 calendar days from the date of conclusion of the Agreement.

16.5.1. The withdrawal of the Account Holder from the Agreement for *My Fibank* and/or for the Mobile Application shall enter into force and the Agreement shall be terminated provided that notice was made within the period and under the conditions of item 16.5., and the Account Holder has paid the Bank the services provided and the fees due under the Agreement.

## **XVII. OBJECTIONS. DISPUTE RESOLUTION. APPLICABLE LAW**

17.1. The Account Holder shall have the right to submit written objections concerning the use of payment services and performance of payment transactions through *My Fibank*. The submitted objections shall be considered under the terms and procedures of the GTCPS.

17.1.1. In case the Account Holder disagrees with the opinion of the Bank on his objection, he shall be entitled to refer the dispute to the Conciliation Commission on Payment Disputes with the Commission for Consumer Protection at address: 1000 Sofia, 4A Slaveykov Sq., floor 3, website: [www.kzp.bg](http://www.kzp.bg) and <http://abanksb.bg/pkps>.

17.2. For any matters not covered by the Agreement, these GTC, the GTCPS and the terms and conditions for the specific payment service, the relevant regulations of the current Bulgarian legislation shall apply.

17.3. All disputes between the parties regarding the implementation or interpretation of the Agreement or

these GTC shall be resolved by mutual consent of the parties, and in case such cannot be reached, either party may refer the dispute for resolution to the competent Bulgarian court.

17.4. Should any provision of these GTC be, or become invalid, this shall not affect the validity of the remaining provisions of these GTC.

## **XVIII. FINAL PROVISIONS**

18.1. All rights and obligations of the Bank and the Authorized user in relation to the Card used by the latter shall be governed by the General Terms and Conditions of Fibank applicable to the respective Card, regulating the issuance and use of bank cards.

18.2. The General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services, the Operating instructions for the *My Fibank* system, the Tariff of fees and commissions of Fibank, and the appendices thereto shall form an integral part of these GTC.

18.3. With regard to the existing agreements for use of Internet banking concluded with Unionbank EAD prior to its merger with First Investment Bank AD (04.03.2014), the Bank and the Account Holder accept that the persons authorized by the Account Holder under the conditions and requirements of Unionbank EAD will continue to operate and have the same rights as the persons authorized under item 4.1.2. of these GTC persons declared to the Bank for a period announced by the Bank.

18.4. These GTC were prepared on the basis of Art. 298 of the Commerce Act, and adopted by decision of the Management Board of First Investment Bank AD effective 01.02.2017.

18.5. With respect to agreements concluded before 01.02.2017 subject to the General Terms and Conditions listed in items 1) to 4) below, these GTC shall come into force from 01.04.2017, repealing the following General Terms and Conditions as of that date

1) General Terms and Conditions of First Investment Bank AD for use of the system for electronic statements and services *My Fibank*, last amended and supplemented by decision of the Management Board effective 27.10.2016,

2) General Terms and Conditions to use of the virtual bank branch (e-fibank) of First Investment Bank AD, last amended and supplemented by decision of the Management Board effective 02.02.2015,

3) General Terms and Conditions of First Investment Bank AD for use of the 3D Card security service, last amended and supplemented by decision of the Management Board effective 08.01.2016,

4) General Terms and Conditions for use of the Fibank Mobile Application of First Investment Bank AD, last amended and supplemented by decision of the Management Board effective 13.04.2016,

or earlier, from the date on which the General Terms and Conditions for electronic banking *My Fibank* are accepted by electronic confirmation in *My Fibank* at the address: <https://my.fibank.bg>.