

**GENERAL TERMS AND CONDITIONS OF
FIRST INVESTMENT BANK LTD CYPRUS
BRANCH FOR ELECTRONIC BANKING
„MY FIBANK CYPRUS“**

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 Cyprus*, as well as all requests, declarations, confirmations and other written agreements for use of *My Fibank Cyprus* (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 № PД22-2257/16.11.2009, issued by the Bulgarian National Bank, which supervises its activities, performing activity by its Cyprus Branch (Fibank Cyprus Branch), with its seat and registered address: the city of Nicosia CY-2015, of Limassol Blvd.130, registered at Ministry of Commerce, Industry and Tourism, Department of Registrar of Companies on 10.10.1997 / O914, owning a passport for banking activity from 2015, issued by the Central Bank of Cyprus, which exercises supervision over Branch activity (hereinafter referred to as “the Bank” or “Fibank Cyprus Branch”) as well as all separate contracts for providing payments services and all appendixes thereto, the terms mentioned below shall have the following meaning:

a) **“Electronic Signature”** (ES) shall mean a means for electronic identification of the Authorized User and authentication of an online service, such as: 1) Advanced Electronic Signature (AES); 2) Transaction authorization number (TAN) in combination with a Personal Identification Number (PINT); 3) Password;

b) **“My Fibank Cyprus electronic banking” or “My Fibank Cyprus”** shall mean the automated system for electronic banking of Fibank Cyprus Branch, through which the

Account Holder or persons authorized by him/her (Authorized Users) are entitled to remote access via the Internet at <https://my.fibank.com.cy> 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 *My Fibank* Mobile Application after downloading it from the link

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 of Fibank Cyprus Branch;

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 conditions of Fibank Cyprus Branch regulating the issuance and use of bank cards;

f) **“Download Link for the My Fibank mobile application”**: the application is available for free download over 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)

g) **“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 Cyprus* system;

h) **“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;

- i) **„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;
- j) **“Authorized User”** shall mean an individual who is entitled, *in the name and on account* of the Account Holder, to access to *My Fibank Cyprus* and the services offered through the System, depending on the rights granted, including the Account Holder when an individual;
- k) **“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 Cyprus*;
- l) **„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 Cyprus*
- m) **“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 Cyprus*;
- n) **„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;
- o) **“Working hours of My Fibank Cyprus 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;
- p) **„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 Cyprus, shall be considered non-business days
- q) **“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, TAN in combination with PINt, ID number of a registered Mobile Device, or a combination thereof;;
- r) **“Charges”** shall mean all amounts due under the Tariff (Table of Commissions and Charges), such as fees, commissions, expenses, regardless of their type;
- s) **“Tariff (Table of Commissions and Charges)”** - The Tariff of Fees and Commissions of Fibank Cyprus Branch, including the Bulletin of interest rates applicable to bank accounts in national and foreign currencies (referred to as "Bulletin of Interest Rates" or "Interest Rate Bulletin") and all annexes thereto;
- t) **„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 Cyprus* may also act as an Authorized User of a Card when using the *My Fibank Cyprus* services with a Card issued by the Bank;
- u) **„Transaction authorization number” (TAN)** shall mean a unique encrypted digital code, valid for single use only, which is generated through a specialized electronic encoding device (Token), provided and used under in compliance with the Bank's procedures.
- v) **“Operating instructions for Fibank's electronic banking My Fibank Cyprus ”** or **“Operating instructions”** shall mean the current instructions of the Bank for registration in *My Fibank Cyprus* and use of the services offered by it, published on the System's website at <https://my.fibank.com.cy>, together with all annexes and amendments thereto;

w) **"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;

x) **"Message "Push Notification"** shall mean an electronic message containing data about payment transaction and/or other reference information which message shall be sent through *My Fibank Cyprus*, e.g. the Mobile Application.

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 Cyprus*, and shall form an integral part of the Agreement.

2.2. At the request of the Account Holder the Bank shall provide the Account Holder with access, through *My Fibank Cyprus*, 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, 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) transfer of funds (in euro 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 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;

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

c) other services.

2.2.3. *My Fibank Mobile Application*, with options for passive banking as specified in item 2.2.1. above;

2.2.4. Sending automatic electronic messages via e-mail for card transactions, and SWIFT transfers ;

2.2.5. Other services.

2.3. The circumstance that the Account Holder operates with his accounts through *My Fibank Cyprus* 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 Cyprus*, 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 of Fibank Cyprus Branch (GTCPs), and under the specific terms and conditions provided on the website of *My Fibank Cyprus* at <https://my.fibank.com.cy> and/or on the Bank's website at www.fibank.com.cy or in paper form upon request.

2.5. The Bank shall have the right to expand or limit the scope of services offered through *My Fibank Cyprus*, to set additional requirements, including procedural ones, to change the terms, including the price, the way of registration, the means of access and identification, their use, as well as the execution of certain operations 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 Cyprus* at <https://my.fibank.com.cy> as well as on the internet page of the Bank on www.fibank.cy.com and shall not be responsible for any damages or lost profits

resulting from changing the scope of the services.

III. TERMS OF USE OF „MY FIBANK CYPRUS“

3.1. *My Fibank Cyprus* shall be accessible via the Internet at <https://my.fibank.com.cy> for Account Holders who have at least one bank account opened on-site at an office of Fibank Cyprus Branch, 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 *My Fibank* shall be available for use after installing from the Download Link for *My Fibank Mobile Application*.

3.2. For the use of *My Fibank Cyprus* and the services offered through it, the Bank shall establish (and with respect to the Mobile Applications – also publish in the pages of the Applications 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 Cyprus*, the Mobile Application, or on the Bank's website at www.fibank.com.cy prior to implementing the change.

Preliminary information

3.3. Bank shall make these GTC, the Operating instructions for the *My Fibank Cyprus* 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.com.cy>, and/or on the website of the Bank at www.fibank.com.cy, or in another accessible manner, on a durable medium, in the form of intelligible text in English 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.

3.4. Before using the services offered by *My Fibank Cyprus*, 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 Cyprus*, 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 Cyprus*.

IV. REGISTRATION, ACCESS AND IDENTIFICATION

4.1. Registration shall be performed personally by the Account Holder, by submitting a request for registration containing 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

4.2. 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 an explicitly certified by a competent official power of attorney (legalized under the relevant order and translated into English in case it was published outside the Republic of Cyprus) drawn up in accordance with the requirements of the Bank.

4.3. 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 Cyprus*, determine their access rights to the selected services. The documents proving the authorization (power of attorney certified by a competent official and prepared in compliance with Bank's requirements) shall be attached to the request for registration.

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

4.4. 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.

4.5. 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, and for updating mobile phone numbers – also following the procedure under item 4.5.1. below.

4.5.1. Authorized users may update their mobile phone number via *My Fibank Cyprus*. For customers with active banking access, change and confirmation of the updated phone number is done through *My Fibank Cyprus*, depending on the means of access and identification used by the Authorized User. Authorized users with passive banking access who hold a card issued by the Bank may change and confirm their updated mobile phone number by entering the authorization code of an ATM transaction and the ATM ID number, as printed on the ATM slip, within 24 hours of the transaction performed with such card.

4.6. 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 Cyprus*, depending on the services requested:

4.6.1. Username and password – upon registration made in an office of the Bank, the Authorized User 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 Cyprus* consisting of a combination personally selected by him.

4.6.2. Combination of TAN and PINt – all active and passive banking transactions in *My Fibank Cyprus*, in accordance with the granted permissions, can be performed using

a valid PINt and a TAN generated by an electronic encoding device (Token). Using Token does not require a computer installation or any other special settings. When receiving a Token, at an office of the Bank, the Authorized User 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.

4.7. 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

4.8. 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, TAN, shall be used by the Authorized Users and accepted by the Bank for giving authorizations, placing orders, and making electronic statements through *My Fibank Cyprus* for carrying out active bank operations for the account of the Account Holder. The electronic statements submitted after logging into *My Fibank Cyprus* 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.

4.9. 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 Cyprus* <https://my.fibank.com.cy>, or in another appropriate manner.

„My Fibank Mobile Application”

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

4.11. The Account Holder/the Authorized User may use through the Mobile Application only passive banking as determined in item 2.2.1.

4.11.1. For access to accounts which are not kept in his name, the Authorized User must register his Mobile Device with which he will access the Mobile Application, requesting registration via the Mobile Application, *My Fibank – Cyprus Branch* 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 in his name.

4.12. The Authorized Users 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 4.11.1. above.

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

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

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

4.15.1. **Username and Password** are the ones determined by the Authorized User for use with *My Fibank Cyprus*. They serve for access and identification;

4.15.2. **Combination of PINt and TAN** – by entering a valid PINt and a TAN generated by an electronic encoding device (Token) the Authorize User can access and identify as

well as register a Mobile Device in the Mobile Application.

4.15.3. **ID number of registered Mobile Device** – is used in combination with a Username and Password and/or TAN and PINt and serves for access and identification in the Mobile Application.

Measures to protect the Means of access and identification

4.16. The Authorized User shall:

4.16.1. Keep responsibly the Means of access and identification, e.g. the mobile devices and take all necessary measures against their damage, destruction, loss, alteration, theft, or use in any illegal way.

4.16.2. Keep secret the personal identification characteristics of his/her Means of access and identification, such as Username, Password, PINt including of the Mobile Device (when using the *My Fibank Mobile Application*), and take all necessary precautions against their becoming known to third parties, as well as protect the devices used for access (such as a computer, tablet, mobile phone, etc.). 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.).

4.16.3. 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 Cyprus* 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 Cyprus* that have caused damage to the Authorized User.

4.17. The personalized security features such as Username, Password, PINt, can be changed through *My Fibank Cyprus* 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 CYPRUS

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 Cyprus*, as well as initiate and authorize (by placing orders/requests, etc.) active transactions through *My Fibank Cyprus* 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 Cyprus*, 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.

5.2.1. 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.

Third party providers (TPP)

5.3. In the event that the User uses payment initiation and/or account information services when his/her account is available online via other payment service providers (third party providers), including when giving consent for the execution of a payment transaction or a series of payment transactions through such providers, the User is informed in advance that by giving such consent he provides the TPP with the same access as if the Account is accessed by the User himself.

5.4. By giving consent/instructions to a TPP, including for online transactions as part of the online payment process, or for payment initiation or retrieval of information about account balances and/or transactions (under the procedure established by the TPP), the User gives his express consent that this TPP, subject to the conditions under which it has identified itself and implements the legal requirements in its activity, accesses online the User's accounts in Fibank Cyprus Branch and initiates payment transactions from them for the Account of the User. In such cases,

the Bank shall accept any instruction/order received from the TPP as placed by the User.

5.5. For a period up to September 14, 2019, when the Commission Delegated Regulation (EU) 2018/389 with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication comes into effect, some TPPs may (with the permission of the User) choose to access the User's accounts without certifying their identity (identifying themselves) to the Bank. Therefore Users, before giving consent and/or instructions for initiating payments or retrieving information from their accounts, should make sure that the TPP has the right to perform these payment services.

5.5.1. TPPs should provide Users in advance with information on their registration, office address, authorization, identify themselves as payment service providers, and specify the supervising authority that supervises their activity. Each TPP should be duly registered or licensed to provide account information and/or payment initiation services. Users can obtain such information from the Central Electronic Register maintained on the website of the European Banking Authority (EBA) at www.eba.europa.eu or from other public registers, maintained by the competent bodies from the respective countries.

5.5.2. To facilitate making informed decisions on the use of third party service providers for account information and/or payment initiation purposes, Fibank Cyprus Branch shall provide Users with additional information on its website at www.fibank.com.cy.

5.6. Users may provide their personalized security features upon request only to TPPs that legitimately provide such services. In the event that they provide them to a non-legitimate TPP, the Bank shall assume that the User has given consent and has authorized it to provide such TPP with access to their accounts, with all responsibility for any payments made resting entirely with the User.

5.7. Users normally have the right to withdraw their consent given to a TPP, and in some cases this can be done following the instructions of the Bank and the TPP. In case of doubt regarding the security of their accounts, Users should immediately contact the Bank as described in item 9.5. of the present General Terms and Conditions.

5.8. The Bank shall not be responsible for any actions or inactions of the TPP (such as interruption or termination of the provision of the service), nor for any resulting damages. The Bank is not a party to the relationship between the User and the TPP. The fees charged by TPP are separate from the fees charged by the Bank.

5.9. The Bank may deny the TPP access to the Account/s of the User when unauthorized access or fraud is suspected, to which effect the User shall be advised in an appropriate manner, unless this is prohibited by law or for security reasons.

5.10. In case of failure to fulfill its obligations to the Bank, Users may not make objections based on their relations with third parties, including with TPPs.

Active banking

5.11. All requested transactions (including payment orders in euro 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 of Fibank Cyprus Branch, and according to the specific arrangements with the Account Holder.

5.12 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.

5.13. 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.

5.13.1. The Authorized User shall be obliged to double check the correctness and completeness of the data and then confirm the requested transaction by signing the payment order with his chosen ES.

5.13.2. 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.

5.14. 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 on the following e-mail address: payments@fibank.com.cy.

5.15. The required documents 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 Cyprus* and in accordance with the requirements of the Bank.

5.16. 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 Cyprus* system.

5.17. 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.

5.18. 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 of Fibank Cyprus Branch.

5.18.1. Payment orders, received after the working hours of My Fibank Cyprus for execution of payment orders, shall be considered as received on the next business day.

5.18.2. The working hours of My Fibank Cyprus for execution of payment orders shall be determined by the Bank in accordance with the rules of the payment system through which the payment transaction is executed and shall be announced on the internet site of the Fibank Cyprus Branch electronic banking or in another manner accessible for the users.

5.19. Payment orders received on behalf of the Account Holder/the Authorized User through *My Fibank Cyprus* according to the rules and procedures established by the Bank shall be considered validly submitted written

statements that unconditionally bind the Account Holder. The Bank shall not be responsible for any damages or lost profits resulting from their implementation.

5.20. 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 Cyprus* (the procedures for cancellation of orders referred to in GTCPS shall apply).

5.21 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. 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.

VI. REFUSAL FOR EXECUTION OF PAYMENT TRANSACTION

6.1. The Bank shall refuse the execution of a payment transaction ordered through *My Fibank Cyprus*, if the requirements of these GTC, the GTCPS or the specific agreed terms with the Account Holder are not met. 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.

6.1.1. 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.

6.2. The Bank shall notify the Authorized User of its refusal (by a "wrong" status in "Ordered documents" menu, e.g. by message "Push Notification" in "Notifications" menu – unless the option is explicitly deactivated by

the Authorized User), 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

VII. REPORTING

7.1. 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 Cyprus*.

7.2. The Account Holder agrees to receive the statements and other documents and information under item 7.1. above in the manner stipulated under these GTC, without the Bank having the obligation to provide them on paper.

7.2.1. 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.

7.2.2. 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.

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

7.3. 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 complaints pursuant to the GTCPS of Fibank Cyprus Branch.

7.3.1. 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.

7.4. 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.

VIII. BLOCKING OF ACCESS

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

8.1.1. at the request of the Account Holder or the Authorized User, pursuant to item 9.5. below, without them having to specify a particular reason for that;

8.1.2. 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 Cyprus*, 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;

8.1.3. 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;

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

8.2. In the cases under item 8.1.1. 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.

8.3. The Bank shall notify the Account Holder of the blocking of access in the cases under items 8.1.2. and 8.1.3. 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.

8.4. 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.

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

IX. RESPONSIBILITIES


9.1. 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.

9.2. 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 Cyprus*, to non-compliance with the banking requirements, or to use of *My Fibank Cyprus* services in a way that is improper, illegal, or contrary to these GTC.

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

9.4. 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.

9.5. 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 Cyprus* 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:

 +35970012777;

 + 357 22 760150.

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 Cyprus* on address:
<https://my.fibank.com.cy>.

9.5.1. 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 Cyprus*.

9.6. The Account Holder shall bear all losses, regardless of their size, relating to unauthorized payment transactions resulting from improper use of *My Fibank Cyprus* in the cases of item 4.16. 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.

9.6.1. Until receipt of the notification under item 9.5. 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.

9.7. 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.

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

9.9. The 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 Cyprus*.

X. INTERESTS, FEES AND COMMISSIONS

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

10.2. 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.

10.3. In connection with the registration and use of *My Fibank Cyprus*, 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 Tariff effective on the due date.

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

10.4.1. Changes in interest rates and exchange rates shall be applied in accordance with the GTCPS.

10.5. 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.

XI. COMMUNICATION

11.1. 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.

11.2. 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.

11.2.1. 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, unless either

party has expressly notified the other party of a change of address.

XII. CHANGES IN THE GTC

12.1. 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 Cyprus* at <https://my.fibank.com.cy>, 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.com.cy, or through another durable medium at the Bank's discretion.

12.1.1. 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.

12.1.2. 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.com.cy within the period prescribed under item 12.1, respectively two months in advance for users who are consumers.

12.2. 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 XIII, 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.

12.3. 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.

XIII. TERM OF THE AGREEMENT, TERMINATION

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

13.2. The Agreement shall be terminated:

a) by written order of the Account Holder without notice, unless otherwise agreed between the parties, provided that there are no outstanding obligations to the Bank;

b) 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;

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

13.3. 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.

13.4. 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.

13.5. Termination of the Agreement shall not automatically lead to closure of the accounts, including the deposits, opened through *My Fibank Cyprus*, 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.

XIV. ADDITIONAL PROVISIONS

14.1. 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 Cyprus Branch through *My Fibank Cyprus*, 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.

14.2. 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 Cyprus*, 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 Cyprus* are accounting documents under the Accountancy Act, and shall be considered true until proven otherwise.

14.3.1. As a controller of personal data, Fibank Cyprus Branch shall act in compliance with the legislation of the European Union (EU), including with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR). Personal data of clients shall be lawfully processed in the presence of at least one of the conditions under Art. 6, para. 1 of the GDPR.

The Bank shall provide to each client a document containing the information on processing of personal data required by law and under Articles 13 and 14 of GDPR, as well as personal data protection information for users of payment services and bank cards. Where necessary, the Bank shall update the information provided. The latest version shall be made available on paper or other durable medium at any time in the Bank's offices and on the website of Fibank Cyprus Branch at www.fibank.com.cy.

XV. DISPUTE RESOLUTION. APPLICABLE LAW

15.1. Any disputes arising between the parties in connection with the execution or

interpretation of the Agreement and these GTC shall be resolved by mutual consent. Fibank Cyprus Branch shall provide the option of filing a written complaint at any of its bank offices, as well as electronically, under the Client Complaint Procedure published on its website at www.fibank.com.cy. Any data and documents substantiating the merits of the complaint should be attached to it. With a view to objective handling of complaints, resolution of disputes and correction of any errors, the Bank may request additional data and documents.

15.1.1. The Bank shall process the complaint and notify the User in writing of its decision within 15 (fifteen) working days of receipt of the complaint, unless it becomes necessary to extend this period, to which effect the User shall be notified in writing.

15.1.2. In the event that the Bank does not issue a decision on the complaint within the prescribed period, including where such period is extended, as well as in the event the User disagrees with the Bank's decision, the User may refer the dispute to conciliation procedure before the Central Bank of Cyprus or before the competent body.

15.2. For the convenience of the Users-foreign persons, the Bank may provide the present General Terms and Conditions and the Tariff in other language. In the case of discrepancies and contradiction the original text in English shall prevail.

15.3. Any matters not specifically referred to in The Contract, these General Terms and Conditions, GTCPS and in the special conditions for the particular payment service shall be governed by the applicable provisions of the effective legislation as well as the acts of the European Union.

15.4. If the Parties fail to reach an agreement, each of them may refer the dispute to the competent court in the Republic of Bulgaria.

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

XVI. FINAL PROVISION

16.1. The General Terms and Conditions for opening and maintenance of bank accounts and provision of payment services of Fibank Cyprus Branch, the Tariff of Fibank Cyprus Branch, and the appendices thereto shall form an integral part of these GTC.

16.2. The present General Terms and Conditions are adopted by the Managing Board of First Investment Bank AD with a resolution effective as of 25.03.2019.