



GENERAL TERMS AND CONDITIONS FOR THE USE OF INTERNET BANKING,  
MOBILE BANKING AND MOBILE TOKEN SERVICES

OF

INVESTBANK JSC

*This document governs the terms and conditions and the procedure used by **INVESTBANK JSC** for the provision of payment services within the meaning of the Payment Services and Payment Systems Act /PSPSA/ through its Internet Banking System, including through its mobile banking application **iBank Mobile** and Mobile Token available through mobile application stores, such as Google Play Store, Apple's App Store and Huawei's AppGallery, as well as the relations between **INVESTBANK JSC** /hereinafter referred to as "**the Bank**"/ and the users of payment services /hereinafter referred to as "**the Customer**"/ in connection with the use of **Internet Banking**, Mobile Banking and/or Mobile Token services /"**the Service(s)**"/.*

*The General Terms and Conditions for the use of the **Internet Banking**, Mobile Banking and Mobile Token services of **INVESTBANK JSC** have been developed in compliance with the provisions of the Payment Services and Payment Systems Act /PSPSA/ and the issued subordinate regulations governing the subject matter, as well as in compliance with the provisions of the Electronic Document and Electronic Signature Act /EDESA/.*

***INVESTBANK JSC** reserves the right to change the technical procedure for the use of the **Internet Banking**, Mobile Banking and Mobile Token services in the event of changes in the legislation, new developments, as well as due to security reasons. The **Bank** shall notify the **Customer** of any such changes by communicating the updated General Terms and Conditions through its website or through its financial centers (FC) and offices operating within the country.*

## **I. GENERAL**

1. Through the **Internet Banking** service, the **Bank** shall provide an option to the **Customer** to have remote access through the Internet to funds available in that Customer's accounts with the **Bank**, as identified by the Customer as accounts for Internet access, as well as to execute electronically one or more of the following payment transactions and reference information:
  - To make non-cash payments in BGN / foreign currency in the country and abroad in compliance with the requirement for filling in and submitting through the Internet Banking system a declaration under the Measures against Money Laundering Act and a Declaration under Art. 2(1) of Ordinance No. 28 of the Ministry of Finance and the BNB;
  - To receive information about balances and movements on account(s);
  - To purchase and sell currency at the **Bank**'s FX or at an agreed rate;
  - To receive statements from the **Customer**'s bank accounts, according to the *General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the Payment Services and Payment Systems Act (PSPSA)*;

- Information on payment accounts on which payment instruments have been issued – debit and credit cards, including information on the payment instalments due;
  - Reference information on transactions and successful card authorizations;
  - Credit card statements;
  - Information on credit products actually concluded between the Customer and the Bank with valid credit agreements;
  - Option to perform mass transfers in the format and structure established by the Bank /mass payments/ (for legal entities);
  - Daily statements on payment account(s);
  - To open online deposits by transferring funds from own accounts (for individuals);
  - Utility bills – subscriptions and payment;
  - To submit legally required declarations for payment transactions;
  - To request the issuance of a certificate / electronic signature;
  - To execute a request for the provision of information on an account filed by the Customer through a platform of a Third Party Payment Service Provider – provider of services for the provision of account information;
  - To execute a request for the initiation of payments filed by the Customer through a platform of a Third Party Payment Service Provider - provider of services for the initiation of payments;
  - To manage consents for the provision of access to a Third Party Payment Service Provider to the Customer's accounts;
  - To send free messages to the Bank;
  - To receive information (reports) on interest rates, fees, commissions, FX rates, the Bank's ATMs, correspondent banks.
- 1.1. The **Customer** may carry out the above operations only to the extent of the free /including free from attachments and other encumbrances/ funds available in the Customer's accounts identified as accounts for Internet access for the execution of the ordered transaction and the collection of the fees and commissions due.
- 1.2. The **Customer** shall be entitled to submit (broadcast) free messages to the Bank, and in case the Bank agrees to execute them, the submitted free message shall be considered duly signed by the Customer.
- 1.3. The **Bank** shall reserve the right not to execute transactions ordered by free messages in cases where the free message does not contain sufficient data needed for the execution of the transaction or in cases where the execution is in violation of any applicable laws or internal regulations.
2. The **Bank** shall reserve the right to change the technical procedures for the **Service** in case of changes in regulations, for security reasons or in case of innovations, notifying of which the **Customer** through information published on the website of the **Service**, and, where necessary, by updating these General Terms and Conditions and providing them to the **Customer** in the bank offices, as well as on the **Bank**'s website.
3. All payment transactions executed by the **Customer** through the **Bank**'s Internet Banking system shall be governed by these General Terms and Conditions, by the *General Terms and Conditions of Investbank JSC for the provision of payment services and opening and*

*operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the Payment Services and Payment Systems Act /PSPSA/, as well as by the provisions of the Framework Contract for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals.*

4. The **Internet Banking** service shall only be provided to a **Customer** of the **Bank**, who has opened n account(s) with the latter. The **Customer** may use the service personally, through its statutory representatives, or through individuals explicitly authorized for the purpose.
  - 4.1. The person(s) through whom the **Customer** shall use the service shall hereinafter be referred to as "**User(s)**". A username and password shall be set up for each **User**, whereby the receipt of the usernames and passwords shall take place in person by each **User** or by an individual authorized thereby to receive these by means of an explicit power of attorney or electronically after successful electronic identification of the **User**.
  - 4.2. The requirements set forth in the General Terms and Conditions of **Investbank JSC** for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the Payment Services and Payment Systems Act (PSPSA) shall apply to the powers of attorney. The power of attorney shall explicitly/comprehensively list the actions, which the attorney is entitled to take.
5. The **Bank** shall be entitled to set minimum technical requirements to the **Customer** to use the **Internet Banking** system.
6. The **Bank** shall be entitled to impose restrictions and extra requirements for the execution of transactions through the **Internet Banking** service, as required by the effective legislation and the maintenance of the required security of the IT system.

## **II. ACCESS**

7. To obtain access to the system in order to use the Service, the **Customer** shall file a request to use the **Service** completed in the **Bank's** form. Prior to filing the request, the **Customer** shall be handed over these General Terms and Conditions and required to become familiar with them and to declare in writing his/her unconditional acceptance of the provisions. The request shall identify the individuals authorized to use the **Service**, as well as their rights for access to information and for disposition with the **Customer's** bank accounts.
8. The **Customer's** request, as accepted by a Bank officer or submitted electronically */such acceptance to be verified by signature, including by affixing electronic signature/*, shall have the effect of an agreement executed by and between the **Bank** and the **Customer**. The **Bank** may refuse to accept a **Customer's** request without having any duty to substantiate such a refusal.
  - 8.1. The acceptance of these General Terms and Conditions, the acceptance the Customer's request to use the Internet Banking service and the Customer's subsequent registration with the Internet Banking system shall have the effect of a Framework Contract executed within the meaning of Section III of the PSPSA.

9. Upon registration with the system, the **Customer** shall receive in person in a sealed envelope or electronically a personal user code and a temporary password, thereby acquiring right of access to the **Internet Banking** service of **Investbank JSC** and his/her relations with the **Bank** shall be governed by these General Terms and Conditions, the specific conditions indicated by the **Customer** in his/her request, and by the General Terms and Conditions of **Investbank JSC** for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the Payment Services and Payment Systems Act /PSPSA/.
10. Prior to executing the first transaction, the **Customer** must change the temporary password with another password known to him/her only. The **Bank** shall have no access to and no technical capacity to become aware of the **Customer's** password.
11. According to the procedure in the preceding clauses, the **Users** /the individuals authorized by the **Customer** to use the **Service**/ shall be provided with a user code and a formal password.
12. The Bank requires the **MANDATORY** use of iTAN (Transaction Authorization Number) codes sent via a short text message (SMS) to a mobile telephone number registered with the **Bank's** system by the **Customer / User** or the use of **Mobile Token**. Each iTAN code is unique, used once and then invalidated. At the **Customer's** request, the **Bank** shall also provide him/her with additional means for electronic identification and protection - a list of TAN (Transaction Authorization Number) codes in hard copy / QES (Qualified Electronic Signature) / BC (Bank Certificate). After the completion of the TAN codes provided to the **Customer** in hard copy, at the request of the latter, the **Bank** shall provide him/her with a new list. The additional means for electronic identification and protection can be added and removed by the **User** at any time after sending a written request deposited in the **Bank**.
13. After providing the codes described above and the additional means for electronic identification and protection selected by the **User**, the **User** undertakes to use them in each ordered transaction. When ordering a transfer of funds between the own accounts of the same **Customer**, no entry of an authorization tool is necessary.
14. The electronic entry of the user code, password and single-use code sent via SMS (iTAN) to the mobile phone registered by the **User** or the confirmation through **Mobile Token** shall have the effect of a legally valid signature. All actions performed on behalf of the **Customer** through the **Internet Banking** service of Investbank JSC, after successful electronic identification, shall be validly signed written statements binding on the **Customer**.
  - 14.1. The parties hereby acknowledge that the time ascertained by the system clock on the **Bank's** server shall be deemed to be the reliable time of the receipt of the electronic statements of the **Customer** and of the Customer's authorized individuals.
  - 14.2. The parties hereby acknowledge that for the use the **Internet Banking** service, no confirmation of receipt of the electronic statement shall be required within the meaning of Art. 10(2) EDESA. The electronic statements of the **Customer** shall

be deemed received when registered with the **Bank's** IT system and upon the receipt of a reference number - a unique transaction reference issued by the **Bank's** accounting system.

15. The **Customer** shall be responsible for all his/her actions, as well as for all actions performed on his/her behalf, executed after obtaining access to the **Internet Banking** service of Investbank JSC on the basis of successful electronic identification and authorization.
16. The **Customer** shall be required to immediately notify the **Bank** of the termination of the rights of any authorized individual or his/her representatives, respectively. The change shall have effect for the **Bank** after the receipt of the written notification thereof.
  - 16.1. The **Customer** and the **Users** shall be required to immediately notify the **Bank** of:
    - 16.1.1. All changes in their legal status, representative power and authority, as well as in the particulars of the individuals authorized with access to the **Internet Banking** service.
    - 16.1.2. All events affecting the normal use of the **Internet Banking** service.
    - 16.1.3. Any unauthorized or incorrectly executed payment transaction.
  - 16.2. The **Customer** and the **Users** shall not be entitled to copy and/or change the software or any parts thereof, to modify it in any manner whatsoever, and to attempt to eliminate its protection.
17. The **Bank** hereby undertakes to execute any order received through the **Service** in the form of an electronic document, where the means for electronic identification and protection of the **Customer** have been successfully used. Each such order shall be deemed a duly formalized document and shall be immediately executed by the **Bank**.
18. The **User** shall order the execution of payment transactions and use other payment services within the meaning of the Payment Services and Payment Systems Act in strict compliance with the provisions of the Framework Contract for Payment Services executed with the **Bank**, and the General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the Payment Services and Payment Systems Act (PSPSA).
19. The **Customer** shall be required to submit, at the **Bank's** request, at any Bank's FC or office a copy of the relevant payment documents verifying the transactions executed during the period within two days of the date of the request.
20. The **Customer** may at any time submit to the **Bank** a written request for blocking the right of access to the **Internet Banking** service, without the need to indicate a specific reason. The written request for blocking must be deposited in the **Bank's** FC or offices, or sent electronically using the option in the Internet banking system.
21. The **Bank** shall block access of the **Customer** and the **Users** to the **Service** in the following cases:
  - 21.1. Receipt of written notification sent by the **Customer** or the **User** of the disclosure of their username or password, and/or theft of a list of TAN codes.

- 21.2. Receipt of written notification sent by the **Customer** or the **User** stating suspicions/concerns that a username, password or provided lists of TAN codes have become known to an unauthorized person.
- 21.3. Under the provisions of Art. 20 of these General Terms and Conditions.
- 21.4. Termination of the representative power of the **User** towards the **Customer**.
- 21.5. Death or disablement of the **Customer** or the **User**.
- 21.6. Dissolution of the **Customer**'s legal entity.
- 21.7. Ascertainment that the request to obtain access to the **Internet Banking** system or the documents enclosed thereto contain false information.
- 21.8. Suspicion of unauthorized use of usernames, passwords, including for the purpose of fraud.
- 21.9. In the cases where the **Bank** performs systematic processing in a monopole access mode.
22. The **Bank** may block /suspend ex officio/ the access to the **Service** with regard to each individual, whose actions threaten the security of the **Service** Access System, the requirements of the law, or these General Terms and Conditions.
  - 22.1. The **Bank** shall notify the **Customer** and his/her authorized individuals of the suspension of the access via phone, fax, mail, or in another appropriate manner.
23. The **Bank** shall unblock /restore/ the access to the **Internet Banking** service after the reasons for blocking have lapsed and upon the written request by the **Customer** where the suspension is under the procedure of Art. 20 of these General Terms and Conditions.
24. The **Bank** shall not be liable for any failure to execute any ordered transactions undertaken after the submission of a request/notification to block the access by a **Customer** or a **User**, as well as in the cases of ex officio suspension of the access as per the procedure of Art. 22 of these General Terms and Conditions.

### III. RIGHTS AND OBLIGATIONS

25. The **User** shall be required to keep secret his/her password, as well as take due care to keep the means for electronic identification provided to that User in a manner ensuring that no unauthorized persons have access thereto.
26. The **User** shall be required to use the **Service** in compliance with these General Terms and Conditions, and ensure the compliance therewith by the authorized individuals who have access to the means for electronic identification.
  - 26.1. The **User** hereby undertakes to implement the following protection measures as per the meaning of the Payment Services and Payment Systems Act when using the **Internet Banking** service, as well as ensure the compliance therewith by the authorized **Users**:
    - 26.1.1. To use the **Service** in compliance with the procedure and rules provided for in these General Terms and Conditions.

- 26.1.2. To comply with the **Bank's** instructions and prescriptions for using the **Internet Banking** service, as stipulated in all Internal rules and instructions.
  - 26.1.3. To protect, and ensure that the **Users** of the **Service** protect with due care the provided usernames, service access passwords from loss, theft, unauthorized use, and disclosure of their protection characteristics to third parties, as well as to immediately notify the **Bank** in writing of any loss, theft, misappropriation, or unauthorized use of the electronic payment instrument.
27. When reasonable doubts arise that a user code, password or any other means for electronic identification have become known to unauthorized third parties, the **User** shall be required to immediately notify the **Bank** thereof on the contact phones or in writing - by mail or at the **Bank's** e-mail, so that modification, destruction, or blocking of the relevant means for electronic identification may be carried out. **In the cases where such notification is made on the phone, the Customer and/or the persons authorized by him/her shall also be required to submit to the Bank within 1 (one) day a written confirmation with the description of the circumstances.** The **Bank** shall not be liable for any transactions ordered according to the procedure laid down in these General Terms and Conditions, whereby the received electronic documents shall always be deemed to be valid statements of the **Customer** until the receipt of an explicit notification to the contrary.
28. The rights and obligations of the **Bank** relating to the execution of payment transactions ordered by the **User**, shall be exercised pursuant to the General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the Payment Services and Payment Systems Act (PSPSA), the Framework Contract for Payment Services executed with the **Customer**, these General Terms and Conditions, and the request to use the **Service**, as accepted by the **Bank**.

#### IV. PAYMENTS

29. All payment transactions ordered by the **User** in BGN or foreign currency and the payment transactions related to one-off currency exchange by using the **Service** shall be carried out in accordance with the procedure, the terms and conditions set forth in the law, the General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the PSPSA, the Framework Contract for Payment Services executed with the **Customer**.
30. The **Customer** and/or the **User** shall have a 24/07 access to the service and the **Bank** shall execute and account for the transactions received through the Internet Banking System, as follows:
  - 30.1. Interbank payments shall be made in accordance with the *General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals*



*in compliance with the provisions of the Payment Services and Payment Systems Act (PSPSA), Section IV "Payment services provided by Investbank JSC".*

- 30.2. Intra-bank payments shall be accounted for immediately, except in cases where the **Bank** performs systematic data processing in a monopoly access mode, in cases of problems caused by reasons beyond the **Bank's** control or technical reasons or malfunctions beyond the **Bank's** control, in case of extraordinary circumstances, such as natural disasters, nationwide strikes and other similar force majeure circumstances. In these cases, the **Bank** shall not be liable for its failure to implement its obligations under these General Terms and Conditions, the General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the PSPSA, the Framework Contract for Payment Services executed with the **Customer**.
- 30.3. The payment orders received through the Internet Banking System shall be executed by the **Bank** according to the "Payment Order Acceptance and Processing Deadlines" specified in the effective Tariff of Investbank JSC for the terms and conditions, interest rates, fees and commissions applied to individuals and legal entities.
31. The **Bank** shall only execute orders that are regular in form and content and consistent with the effective law.
  - 31.1. The **Bank** shall not be responsible for payment orders received and automatically processed, subject to a specific processing regime, due to incomplete, insufficient or inaccurate data provided by the **Customer**.
  - 31.2. For orders to pay employment wages and the monetary compensations relating thereto, the **Customer** shall be required to explicitly indicate this fact and submit to the **Bank** a document evidencing the advance payment of the due social security instalments or a payment order for their execution by the **Bank**, as well as to declare under the procedure of Art. 7 (8) of the Social Security Code that the social security instalments of the statutory social security, health insurance, and additional pension insurance have been paid.
  - 31.3. In the cases where, according to the current legislation, the **Customer** is required to indicate and present in writing the ground for executing the transaction, the **Customer** shall be required to submit to the **Bank** by fax or other acceptable way all necessary documents, which are grounds for carrying out the transaction.
32. The **Customer** shall be entitled to order payments from his/her account with the Bank only up to the amount of the available balance on the account, unless with the consent of the **Bank** that **Customer** shall be entitled to make payments under the terms of overdraft.
33. At the request of the **Customer**, the **Bank** undertakes to send him/her a written statement from his/her indicated account, certifying the balance and movement on the account, for which the **Customer** shall have to pay a fee in the amount specified in the Tariff of Investbank JSC for the conditions, interest rate, fees and commissions, applied to individuals and legal entities. The **Customer** may agree with the **Bank** on the provision of written statements from the accounts specified by him/her with a certain frequency.

34. When making a payment in foreign currency, the **Customer** shall be required to send to the **Bank** on the same day by fax or e-mail copies of all necessary documents, which are grounds for making the payment in compliance with the requirements of the Bulgarian legislation.
35. When ordering transfers, in the cases where the effective legislation so requires, the **Customer** shall be required:
  - 35.1. To declare the reason for the transfer by explicitly indicating the relevant documents;
  - 35.2. To send by fax or scan and send to the **Bank's** e-mail address the documents referred to in para. 31 on the basis of which the payment is made, pursuant to Art. 2 of Ordinance No. 28 of the Ministry of Finance and the BNB, as well as a completed Declaration under Art. 2 of Ordinance No. 28 of the Ministry of Finance and the BNB for the information and documents submitted to payment service providers when making cross-border transfers and payments to a third party.
  - 35.3. To fill in as an electronic document a declaration under Art. 66(2) of the Measures against Money Laundering Act for each monetary operation over EUR 15,000 (or their BGN equivalent). The **Bank** shall not perform the operation or transaction if the electronic statement of the Declaration of Origin of the Funds is not filled in according to the statutory requirements. The **Bank's** employee shall notify the ordering party of any irregularities with the Declaration by telephone or to the e-mail address provided to them in the Request for Internet Banking.
  - 35.4. To send by fax or to the e-mail address of the Bank a Declaration under Art. 6(1) of Ordinance No. 27 of the BNB, if applicable to the case.
36. The **Bank** shall not process overseas-bound payment orders before it receives the above documents (in the cases where the effective currency laws require the submission of such documents).
37. Through the fact of using the **Internet Banking** service, the **Customer** shall grant his/her unconditional consent and authorize the **Bank** to enter electronic messages for the relevant payment orders in the systems servicing the interbank transfers - BISERA, RINGS and SWIFT, on his/her behalf and for his/her account, in accordance with the data electronically received by the **Bank** from the **Customer**.
  - 37.1. The authorization shall be valid for the time during which the **Customer** uses the **Internet Banking** service, and upon the termination of the use of the **Service**, it shall be considered withdrawn.
38. For the transactions executed through the **Internet Banking** service, the **Customer** shall have to pay the **Bank** fees and commissions in accordance with the effective Tariff of Investbank JSC for the terms and conditions, interest rates, fees and commissions applied to individuals and legal entities.
39. The access to a payment account with the **Bank** for the purposes of payment initiation services, account balance confirmation and account information services is detailed in the *General Terms and Conditions of Investbank JSC for the provision of payment services*

*and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the PSPSA.*

## V. MOBILE BANKING

### 40. General Provisions

- 40.1. Requirement and precondition for the use of the Mobile Banking service of Investbank JSC is that the Customer should also use the Bank's Internet Banking service, and the type of access to the Mobile Banking service also depends on the type of access to the Internet Banking System of Investbank JSC.
- 40.2. The **Mobile Banking** service of Investbank JSC is provided to the Customer through the **Ibank Mobile** application.
- 40.3. The **Ibank Mobile** application is provided free of charge through mobile application stores, such as Google's Play Store, Apple's App Store and Huawei's AppGallery, and after being installed on the respective Customer's mobile device, it is activated by requesting and generating a special code via the Internet Banking System of Investbank JSC.
- 40.4. Through the **Ibank Mobile** application, Investbank JSC provides the **Customer** with the option to perform electronically one or more of the following payment transactions and inquiries:
- To make cashless payments in BGN / foreign currency in Bulgaria and abroad up to a certain limit
  - To receive information about balances and movements on account(s);
  - To receive information about bank cards – debit and credit cards;
  - To receive reference information on transactions and successful card authorizations;
  - To receive information on credit products actually concluded between the **Customer** and the **Bank** with valid credit agreements;
  - To receive information (reports) on interest rates, fees, commissions, FX rates, the Bank's ATMs, correspondent banks.
- 40.5. The **Bank** shall be entitled to set minimum technical requirements to the **Customer** to use its mobile banking application - i.e. **Ibank Mobile**.
- 40.6. The **Bank** shall be entitled to impose restrictions and extra requirements for the execution of transactions through the **Mobile Banking** service, as required by the effective legislation and the maintenance of the required security of the IT system.
- 40.6.1. The Bank limits the number of active mobile devices that can be registered on the mobile banking application for using the Mobile Banking service to 3 devices.
- 40.6.2. The Bank sets a maximum amount for a single transaction initiated and/or implemented through the Mobile Banking service up to BGN 3,000 /three thousand/ or its respective equivalent in the currency of the transaction.

### 41. Application, installation and activation

- 41.1. In order to receive access and approval for using the **Mobile Banking service through the Ibank Mobile application**, the **Customer** shall be required to explicitly state his/her will to do so by filling in and signing an application available through the Internet Banking System of Investbank JSC, which should be signed by using the authorization method adopted by the Bank as applicable to the Internet Banking service.
  - 42.2. The Customer shall be required, in the application referred to in para. 41.1, to designate for registration with the Bank's system his/her mobile device(s), as well as to determine his/her access through the registered device(s) (passive or active) to the **Ibank Mobile** application.
  - 41.3. After the application referred to in para. 41.1 is approved by the Bank, an activation code is generated (in the form of numbers and QR code) for the activation of the **Ibank Mobile** application on the respective device(s). This code is with limited validity.
  - 41.4. The **Ibank Mobile** application needs to be downloaded from Google's Play Store, Apple's App Store and Huawei's AppGallery on the desired mobile device and activated.
  - 41.5. The activation is carried out by entering the activation code received as described in para. 41.3.
  - 41.6. The activation process ends with the entry of a PIN code to unlock the **Ibank Mobile** application, which can then be replaced by the "biometrics" unlock method.
42. Access
- 42.1. The Customer' access to the Mobile Banking service is subordinate to the access to the **Bank's Internet Banking** service.
  - 42.2. Customer / User with Passive Access to the Internet Banking service of Investbank JSC shall have no active rights / active access for execution / confirmation of orders to the Bank in the **Ibank Mobile** banking application.
  - 42.3. Customer / User with Active Access to the Bank's Internet Banking service shall be entitled to choose between Passive and Active Access to the Mobile Banking service.
  - 42.4. When choosing Active Access to the Mobile Banking service of Investbank JSC, the Customer / User receives shall be able to order / execute through the Bank's mobile application all payment transactions and services specified in para. 40.4 herein, and in this regard the Customer should have and apply the entry of a "static password" to confirm orders.
  - 42.5. Customer / User with Active Access to the Mobile Banking service shall be able to confirm orders with their own static password, together with the authorization method adopted by the Bank for the Internet Banking service – Mobile Token or Itan (Transaction Authorization Number codes sent via short text message (SMS))

to a mobile phone number registered with the Bank's system by the Customer / User.) Each iTAN code is unique, used once and then invalidated.

- 42.6. When ordering a transfer of funds between accounts held by one and the same Customer, no entry of an authorization tool is necessary.
  - 42.7. Confirmation of orders in the Ibank Mobile application is allowed to Customers / Users with active access to the Internet Banking service who use the Itan or Mobile Token authorization method only.
  - 42.8. All payment transactions and/or services initiated and/or performed through the Mobile Banking service via the Ibank Mobile platform shall be binding on the Customer without restriction when they are signed using the authorization method adopted by the Bank for the Ibank Mobile application.
43. Payments
- 43.1. The conditions for the execution of payment transactions are defined in Chapter IV Payments, and the orders received through the **Ibank Mobile** application in the form of an electronic document shall be executed when the means for electronic identification and protection of the **Customer** are successfully used **and the conditions referred to in para. 40.6 are met**. Any such order shall be deemed a duly formalized document and shall be immediately executed by the **Bank**.
44. Termination
- 44.1. The Customer may terminate the use of the Mobile Banking service by deactivating the registration of all Customer's devices with the Bank's system by sending a request in the Internet Banking System and uninstalling the **Ibank Mobile** application from all Customer's mobile devices on which it has been installed.

## **VI. Mobile Token**

45. General Provisions
- 45.1. The Mobile Token is provided to the customers of Investbank JSC as an independent authorization means which cannot be combined with any of the other order authorization means listed in para. 12 of these General Terms and Conditions.
  - 45.2. The Mobile Token service is provided to the Customer via the ibank mToken mobile application.
  - 45.3. ibank mToken is provided free of charge through mobile application stores, such as Google's Play Store, Apple's App Store and Huawei's AppGallery, and after being installed on the respective Customer's mobile device, it is activated by requesting and generating a special code via the Internet Banking System of Investbank JSC.
  - 45.4. The **Bank** shall be entitled to set minimum technical requirements to the **Customer** to use its **ibank mToken** authorization application.

- 45.5. The **Bank** shall be entitled to impose restrictions and extra requirements for the execution of authorizations through the **ibank mToken** service, as required by the effective legislation and the maintenance of the required security of the IT system.
- 45.5.1. The Bank limits the number of active mobile devices on which the **ibank mToken** application can be registered to 1 (one) device.
- 45.5.2. The Bank sets a maximum amount for authorization through **ibank mToken** of a single transaction initiated and/or implemented through the Mobile Banking service up to BGN 3,000 /three thousand/ or its respective equivalent in the currency of the transaction.
46. Application, installation and activation
- 46.1. In order to obtain access and approval for the use of the **ibank mToken** application, the **Customer** shall be required to explicitly declare his/her will to do so by filling in and signing an application.
- 46.2. The application for the use of the Mobile Token service of Investbank JSC is available through the Internet Banking System of Investbank JSC for customers - individuals only whose profiles are registered with an identifier matching the Customer's identifier.
- 46.3. The application for the use of the Mobile Token service of Investbank JSC for customers - individuals who do not meet the conditions specified in para. 46.2 and for all legal entities can be obtained at the Bank's offices only.
- 46.4. In the application for the use of the Mobile Token service of Investbank JSC, the Customer shall be required to specify his/her mobile device which is to be registered with the Bank's system.
- 46.5. The bank allows the installation and use of the **ibank mToken and Ibank Mobile** applications on one and the same mobile device.
- 46.6. After the application for the use of the Mobile Token is approved by the Bank, an activation code is generated (in the form of numbers and QR code) for the activation of the **ibank mToken** mobile application on the respective device. This code is with limited validity (5 minutes).
- 46.7. When activating the **ibank mToken** mobile application, the Customer is required to enter a valid username and PIN to unlock the application.
47. Order authorization
- 47.1. The **ibank mToken** mobile application offers online and offline order confirmation mode.
- 47.2. To authorize an order online through the **ibank mToken** Mobile Application, the Customer is required to enter PIN or use biometrics to log in the application and to re-enter it to authorize the order.
- 47.3. To authorize an order offline through the **ibank mToken** Mobile Application, the User is required to enter a PIN or use biometrics to log in the application, as well as to enter the amount and part of the payee's data in a specially designated space.



If the data is entered correctly, the system provides a single-use time-limited code to be entered into the remote banking system in which the order has been generated.

#### 48. Termination

48.1. The Customer may terminate the use of the Mobile Token service by deactivating the registration of his/her device with the Bank's system by sending a request in the Internet Banking System and uninstalling the **ibank mToken** application from the Customer's mobile device on which it has been installed.

### VII. RESPONSIBILITIES

49. When executing the **Customer's** orders, the **Bank** shall not monitor the legality of the transactions unless otherwise provided by a specific regulation.
50. The **Customer** shall be liable for all adverse consequences from any erroneously or incorrectly submitted order, as well as for damages resulting from any erroneous, unauthorized, and incompetent use of the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service** and for the failure of the **Customer** or of his/her authorized persons to apply the due cares when using the service.
51. The **Bank** shall not be liable for any delays in payment orders due to errors in the payment orders, and when it is not able to execute an order that is not filled in in compliance with the standard of the respective payment system, lack of sufficient funds in the **Customer's** accounts, failure to submit the documents required by law. In these cases, the **Customer** could not claim damages or lost profits arising from delays or non-execution of a payment order.
52. The **Customer** shall fully bear the losses, regardless of their size, related to all unauthorized payment transactions, if they are caused by fraud, intentionally or due to gross negligence or non-compliance with the conditions specified in the preceding section IV of these General Terms and Conditions. The **Customer** shall also fully bear all damages related to unauthorized payment transactions resulting from the use of lost, stolen or misappropriated usernames, passwords or access codes.
53. Until the **Bank** receives the notification under Art. 27, the damages shall be borne by the **Customer**, and after its receipt - the **Customer** shall not suffer property damages, except for the cases where he/she has acted by fraud.
54. The **Bank** shall not be responsible for any technical and communication problems in the system beyond its control.

### VIII. TERMINATION

55. The contractual relations between the **Bank** and the **Customer**, established by accepting the **Customer's** request to use the **Service(s)**, under these General Terms and Conditions, may be terminated by 30-days' unilateral written notice addressed to the other party.

56. The contractual relations between the **Bank** and the **Customer**, established by the acceptance of these General Terms and Conditions, may be immediately terminated by the Bank:
- a. In case the **Customer** fails to implement its obligations under these General Terms and Conditions.
  - b. Upon closing all **Customer's** accounts.
  - c. Upon initiating the **Customer's** bankruptcy or liquidation procedure.
  - d. The currently effective General Terms and Conditions shall remain in force until the final settlement of all relations arising between the parties upon or on the occasion of the use of the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service**.

## IX. SUPPLEMENTARY PROVISIONS

57. The Bank may amend these General Terms and Conditions at any time and shall be bound to notify the Customer thereof by sending an electronic message or in any other manner agreed between the Customer and the Bank prior to such amendments taking effect. Any use of the services under these General Terms and Conditions by the Customer following the receipt of the notification shall be deemed as acceptance of the amendments. In case the Customer disagrees with the scheduled changes, he/she shall be entitled to unilaterally terminate the agreement for the use of the Internet Banking service, the Mobile Banking service and/or the Mobile Token service of Investbank JSC.
58. The **Customer** hereby confirms that he/she is familiar with the legal regulation pertaining to the execution, receipt, proof, and validity of the electronic payment orders pursuant to the provisions of the Bulgarian laws according to which the entry of a unique identification code for access to the system is equivalent to a personally affixed signature, that the electronic statements are valid and legally binding documents, and that the records of all electronic transactions executed through the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service** are legitimate accounting documents.
59. The **Customer** hereby confirms the accuracy of the personal data provided in connection with the use of the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service** and declares that the **Bank** may use them in the implementation of the **Service(s)**, as well as for any other purposes related to the provision of the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service**.
- a. The **Customer** hereby confirms that he/she voluntarily provides personal data to be used for the implementation of the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service** in compliance with the requirements of Regulation No.679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and of the Personal Data Protection Act.
  - b. The **Customer** is explicitly acquainted with the **Bank's** Privacy Policy for customers regarding the storage, processing and use of their personal data, including for the





purposes of implementing the **Internet Banking service, the Mobile Banking service and/or the Mobile Token service.**

- 60. For any issues not settled by these General Terms and Conditions, the *General Terms and Conditions of Investbank JSC for the provision of payment services and opening and operating of bank accounts of legal entities, sole proprietors and individuals in compliance with the provisions of the PSPSA*, the Framework Contract for Payment Services executed with the **Customer**, the Internet Banking Guide, the Mobile Application Guide provided for the **Bank's** customers, as well as the relevant effective Bulgarian legislation.

These General Terms and Conditions for the Use of the **Internet Banking Service** and the Mobile Banking Service of **INVESTBANK JSC** were adopted at a meeting of the Management Board of Investbank JSC on 14 June 2011 with a decision under Minutes of Meeting No. 27 and entered into force on 1 July 2011. They have been amended by a decision of the Management Board under Minutes of Meeting No. 37 of 24 July 2018, entered into force on 28 September 2018, as well as by a decision of the Management Board under Minutes of Meeting No. 28 of 9 July 2019, entered into force on 14 September 2019, as well as by a decision of the Management Board under Minutes of Meeting No. 33 of 28 July 2020, entered into force on 1 August 2020, as well as by a decision of the Management Board under Minutes of Meeting No. 25 of 2 June 2021, entered into force on 14 June 2021, as well as by a decision of the Management Board under Minutes of Meeting No. 4 of 25 January 2022, entered into force on 7 February 2022.

**FOR THE BANK:** .....

**FOR THE ACCOUNT HOLDER:** .....

.....  
**(Full name of the Account Holder)**

