**GENERAL TERMS AND CONDITIONS OF INVESTBANK JSC FOR ISSUANCE AND USE OF CREDIT CARDS**

**GENERAL PROVISIONS**

**1**. The subject matter of these General Terms and Conditions is to settle the relations between **Investbank JSC** (hereinafter referred to as the **Bank** or **Investbank**, or **Issuer**) and any user of payment services (hereinafter referred to as the **Holder**) or authorised user of payment services (hereinafter referred to as the **Cardholder**) in the issuance and service of bank payment credit cards with local and international access.

2. The **Bank**'s General Terms and Conditions for the issuance and use of credit cards are available in the bank offices and on a durable medium - the **Bank**'s website. These General Terms and Conditions shall become binding on the **Holder/Cardholder** after having declared to have been fully familiarized with their content valid as at the time of signing the agreement for issuance of a personal or corporate credit card, of which these General Terms and Conditions form an integral part. For any issues not covered by these General Terms and Conditions, the special terms and conditions applicable to the specific product or service shall apply.

**PROCEDURE OF CREDIT CARD ISSUANCE AND TYPES OF CARDS**

**3.** The payment card (bank card) is a type of payment instrument on which information is recorded electronically and which is repeatedly used for the purpose of identification of the authorized payment service user and for remote access to a payment account and/or to a previously authorized credit limit, agreed between the authorized payment service user to whom the card is issued and the payment service provider. The **Bank**, as a payment card **Issuer**, issues bank credit cards with all necessary details in accordance with the standard requirements of the relevant card payment organization (CO – Card Organization) and with a Personal Identification Number (PIN).

**3.1.** The **Bank** issues bank cards under a power of attorney, based on an explicit notarized power of attorney – stating that the attorney has the right to sign the necessary agreements for the bank card issuance, to open the required bank accounts on behalf of the authorizer and to establish collaterals, if necessary.

**4.** The bank card shall be received personally by the Holder/Cardholder or on the basis of an explicit notarized power of attorney stating that the attorney has the right to receive the issued bank card and a sealed envelope with a PIN code to it respectively.Investbank JSC issues the following credit bank cards which can be used according to their intended purpose:

**4.1.** International credit cards Mastercard for use nationwide and abroad.

**4.2.** International credit cards VISA for use nationwide and abroad.

**4.3.** Digitalised card. It is a digitalised version of a valid payment bank card issued to an authorized user. The payment bank card and its digitized version shall constitute one and the same card with one (joint) credit limit to one account, where all performed payment transactions are registered. "Digitalization" means registration by the authorized user and storage of a card issued by Investbank JSC in an application, the so-called "Wallet" of a third-party provider (Apple Pay, Google Pay, Garmin, Fitbit, etc.). Application of a third-party provider (electronic wallet, digital wallet/E-Wallet) is a mobile application for mobile devices (mobile phone, tablet, smart watch, etc.), which enables the registration of a bank card issued by Investbank JSC in it.

**4.4.** The references in these General Terms and Conditions to "Credit Card", "Card", "the Card", etc., shall also refer to the digitalized card, unless expressly stated otherwise.

**5.** For the issuance of a credit bank card, the customer shall fill in an Application Form in which:

**5.1.** The customer provides the **Bank** with the data required to issue a card. At the request of the **Holder**, the **Bank** may issue additional cards to third parties (cardholders) – natural persons who have reached 14 (fourteen) years of age. The use of the cards by third parties is entirely at the own risk and responsibility of the card account **Holder**.

**5.2.** When depositing an Application for the issuance of a bank card as per the **Bank**’s model form, the **Holder** shall pay all fees associated with the issuance of the card, according to the Tariff for the respective type of card and product in compliance with the terms and conditions for card issuance.

**5.3.** When issuing cards to third parties, the **Holder** shall determine the percentage of the funds available on the card account to be used by each of the cardholders, as well as the limits for each of them, in compliance with the Tariffs applied by Investbank JSC for natural persons/legal entities for the respective type of card and product under which the card is issued.

**5.3.1.** Only the account **Holder** shall have the right to change the operating (daily and weekly) limits of the cards issued to third party **Cardholders**.

**5.3.2**. The **Holder** shall be solely responsible for all actions related to the additional cards.

**5.3.3.** All transactions and fees for transactions performed with the cards issued to the account shall be borne by the **Holder**.

**5.3.4.** The cards issued to third parties shall be deactivated by the **Bank** upon the termination of the agreement signed with the **Holder**.

**5.4**. Third-party **Cardholders** authorized by the **Holder** may make payments up to the amount of the coverage and limit established for them.

**5.5.** The **Bank** issues corporate cards to legal entities or natural persons exercising business activities with the status of traders who meet at least the following conditions: the legal entities/natural persons should be registered as traders according to the Bulgarian laws; not be declared bankrupt or involved in any bankruptcy proceedings and to have provided the collateral approved by the **Bank**, and may also be any non-profit organisations which meet the requirements of **Investbank JSC** for the assessment of their solvency.

**5.6.** Before issuing a credit card which allows for the use of credit limit in the form of overdraft, the **Bank** shall make an assessment of the **Holder**’s creditworthiness.

**5.7.** Required documents for the issuance of:

**5.7.1.** Personal bank credit card:

**5.7.1.1.** Completed Application by the **Holder** as per the **Bank**’s model form.

**5.7.1.2.** Signed Framework Agreement for Payment Services with the **Bank**.

**5.7.1.3.** Identity document of the Holder / Cardholder.

**5.7.1.4.** Documents which prove the income received (in case of issuance of credit cards which allow for the use of credit limit on a credit card).

**5.7.1.5.** Personal data as per ID document for natural persons – Bulgarian nationals, and a document certifying the permanent residence in Bulgaria for natural persons – foreign nationals, as well as the signatures of the persons entitled to dispose with the account money; the signatures of such natural persons must be affixed in the presence of an employee of the payment services provider authorized for such purposes or be notarized.

**5.7.1.6.** Power of attorney, if any, whereby the **Holder** authorizes another person(s) to dispose with the funds on the account; the signature of the authorizer must be affixed in the presence of an authorized employee of the payment service provider or be notarized.

**5.7.2.** Corporate/company bank credit card:

**5.7.2.1.** Completed Application by the customer as per the **Bank**’s model form, signed by the persons authorized to represent the trader;

**5.7.2.2.** Signed Framework Agreement for Payment Services with the **Bank**.

**5.7.2.3.** Certificate of good standing of the registered circumstances on the trader's lot, issued by the Registry Agency/the court of registration, and for non-profit organizations – a certificate of good standing issued by the court at its registered office.

**5.7.2.4.** Act of Incorporation (Articles of Association/Memorandum of Association).

**5.7.2.5.** UIC registration or registration under the BULSTAT Register kept by the Registry Agency for the entities for whom a statutory registration obligation has been established.

**5.7.2.6.** Annual tax return.

**5.7.2.7.** Financial statements for the previous year and the last accounting period.

**5.7.2.8.** Identity document of the natural person cardholder appointed by the trader.

**5.7.2.9.** Documents determined at the **Bank**'s discretion which prove the creditworthiness of the **Holder** (valid only for credit cards which allow for the use of credit limit).

**5.7.2.10.** Personal data as per ID and signature specimens of the persons entitled to dispose of the funds on the account; the signatures of those persons should be affixed in the presence of an authorized employee of the payment service provider or notarized.

**5.7.2.11.** Power of attorney, if any, whereby the person(s) managing and representing the **Holder** authorizes another person(s) to dispose with the funds on the account on behalf of the **Holder**; the signature of the authorizer should be affixed in the presence of an authorized employee of the payment service provider or notarized.

**5.7.2.12.** Other documents at the discretion of the Bank.

**5.7.3.** Digitalized credit card:

**5.7.3.1.** The digitalization and use of a credit card through a third-party provider application is carried out according to the procedure and under the terms and conditions determined by the third-party provider and in compliance with the Terms and Conditions for Digitalization and Use of Cards of Investbank JSC through Applications of Third-Party Providers - constituting an appendix and an integral part of these General Terms and Conditions.

**5.7.3.2.** When registering the credit card in the applications of third-party providers, in order to increase security, the card number is replaced by a unique number (token), which is used when performing operations.

**6**. The **Bank** may refuse to issue a credit card at the request of a customer without being required to give justification for this.

**7.** The bank card shall be provided for use by the **Cardholder** upon signing of a contract for the issuance of a personal or corporate credit card.

**8.** The **Bank** shall provide the **Holder** with the opportunity to use a credit card according to the terms and conditions provided in the agreement for the issuance of a personal or corporate credit card.

**TRANSACTIONS WHICH MAY BE EXECUTED WITH THE CARD**

**9.** Unless otherwise provided for the respective card type, payment and other services can be performed with a bank card, as follows:

**9.1. The following transactions can be executed with the international credit cards Mastercard/VISA:**

**9.1.1** Cash withdrawals from automated teller machines (ATM) designated with the trademark of the relevant CO and specific trademark of the relevant card organisation product nationwide and abroad.

**9.1.2.** Cashless payment of goods and services through POS (point of sale) terminals and imprinters at merchants designated with the trademark of the relevant CO and specific trademark of the relevant card organisation product and online payments nationwide and abroad. With Mastercard Standard, Mastercard Business, Visa Business, VISA Classic, VISA Gold and VISA Free cards, can be made contactless/; transactions at POS terminals at merchants.Contactless transactions are executed by tapping a contactless bank card near a POS terminal with a contactless reader, and the information is exchanged at a particular radio frequency. The POS terminal will give a short sound or light signal indicating that the transaction was successful.

For security reasons for all non-contact Mastercard/VISA cards, a technical setting is provided for the possibility of making non- contact payments only after the Cardholder has made the first transaction by entering an online PIN at an ATM /e.g. Cash withdrawal, checking of account balance, etc./

**9.1.3.** Cash withdrawals from bank branches and/or other financial institutions through POS terminals designated with the trademark of the relevant CO and specific trademark of the relevant card organisation product nationwide and abroad.

**9.1.4.** Reference and other payment and non-payment transactions.

**9.1.5.** Payment of goods and services as well as transfer between different accounts via virtual POS terminals. The Bank registers all its issued cards in the cardholder identification programs of the international card organizations Visa Secure and Mastercard Identity Check through the "3D Card Protection" service. For any transaction on merchant websites participating in the Visa Secure and Mastercard Identity Check programs, the cardholder receives a text message (SMS) containing a secret payment verification code (a dynamic password) on the mobile number specified in the card issuance request. When making transactions over the Internet, using the "3D Card Security" service, besides the personalizing details, the Cardholder must also enter the secret payment verification code (dynamic password).

**9.1.5.1.** In addition to the dynamic password, as from 10 August 2020, the authorized user should also enter a **static password**, which for newly issued cards will be printed out in the **envelope with the PIN**. The static password received in the envelope with the PIN **does not have an expiry date** and may be replaced at any time by the Cardholder at the customer portal of BORICA AD – <https://3ds.borica.bg/IBANK>.

**9.1.5.2.** The cardholders will receive on their mobile phone number an SMS text with a one-time dynamic password, which shall be entered in the required field for payment.

**9.1.5.3.** The one-time dynamic password consists of **6 digits**.

**9.1.5.4**. For payment in online stores certified to accept 3D payments, an additional window is loaded where the customer is required to enter their one-time and static password for payment. This additional window displays information about:

* Merchant name;
* Payment amount;
* Payment description (if provided by the merchant);
* Last 4 digits of the card number;
* Personal message entered by the customer on the customer portal.

By providing the necessary data, the Cardholder is identified, confirms the amount of the payment and orders the Bank to debit the card account with the amount of the payment and transfer it to the account of the payee. More detailed information about the service is published on the Bank's official website https://www.ibank.bg/.

**9.1.5.5.** Payment operations executed at the initiative of the payer or beneficiary in which the payer has stated their consent in advance for the execution of the payment operations by card under preliminary conditions. Such operations may be utility payments, recurring payments, rentals, cost for web downloads from the Internet (music, films, games), etc.

**9.2. Digitalized credit cards Mastercard**. They are intended for national and international use on terminal devices (ATM, POS) allowing contactless operations or on virtual POS devices - depending on the available functionality. To carry out contactless operations with cards registered in an application of a third-party provider, as well as to carry out a payment operation, unlocking of the mobile device may be required (by password, fingerprint, facial recognition, etc., in view of the functionalities of the mobile device).

**10.** The **Bank** reserves the right to increase or reduce the number of payment transactions which the **Cardholder** may execute by using the card; such information may be obtained in the financial centres or on the **Bank**’s website https://www.ibank.bg/.

**11.** Payments abroad shall be made in the national currency of the country in which the transactions are executed or in a currency chosen by the **Cardholder** in case the trader provides such an opportunity.

**12.** When performing a transaction in Bulgaria in a currency other than the currency of the card, the amount of the transaction shall be converted from BGN into the currency of the card at the buy rate of the **Bank** for non-cash transactions announced on the day of processing of the transaction by the **Bank**. The rates applicable for the day of the transaction shall be announced on the **Bank**'s official website: http://www.ibank.bg/

In the case of operations executed abroad, the transaction’s amount is converted from the transaction’s currency into the account currency (settlement account) of the **Bank** in EUR at the VISA rate <https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html> and Mastercard rate <https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html> for the relevant day of the operation’s processing by the relevant international card organization. The **Bank** shall convert the amount received to its account into the currency of the card by applying the buy rate of the **Bank** for non-cash transactions announced for the day of processing of the transaction in the **Bank**.

For operations executed abroad, when the account is in USD, on the date of operation accounting, the amount is converted from EUR (settlement account of the Bank) into BGN at a rate based on the “We sell at” rate of the Bank for cashless operations and from BGN into USD at a rate “We sell at” for cashless operations.

For operations executed abroad, when the account to which the card is bound is in EUR and the amount on the transaction is in EUR, the amount is not converted.

**13.** All payment transactions are allowed up to the limit of one-off withdrawal/payment for a total of 24 hours and for a period of 7 (seven) calendar days from the date of the first use and are determined according to the type of bank card. The maximum limits and restrictions on the use of the bank card are specified in the **Bank**'s Tariff applicable to the relevant card type. Contactless payments in Bulgaria can be executed up to the amount determined by the **Bank**, as such transactions may not require the entering of a PIN and/or the affixing of a signature on the transaction document, and such payments may also be executed in offline mode. The maximum amount for a contactless transaction for Bulgaria, over which the cardholder's verification is mandatory by entering a PIN at the time of acceptance of these General Terms and Conditions is BGN 100 for contactless credit cards.

**14.** The Bank card is the property of **Investbank JSC** and it shall be returned to it promptly after the expiration of its validity period, and in the cases of early termination of the Agreement – on the day of termination thereof.

**OPENING OF CARD ACCOUNT SERVICING THE BANK CARD**

**15.** The **Bank** shall open and maintain in the name of the **Holder** card account in the relevant currency (BGN, USD, EUR) which is to be used only to service the transactions executed with the bank card(s).

**15.1.** The **Bank** debits the card account opened upon receiving financial communication on any initiated transaction. In certain cases, the card account may be debited within 30 calendar days from the date of initiation depending on the type and location of the transaction when the card is used outside the country.

**15.2**. The card account shall be closed in case of termination of the contractual relations between the **Bank** and the **Holder/Cardholder**, as follows: for credit cards bearing the Mastercard and Visa logo - not earlier than 30 (thirty) days from the date of occurrence of any reason for such action and not later than 60 (sixty) days.

**RIGHTS AND OBLIGATIONS OF THE PARTIES**

**16. The Bank shall be bound to:**

**16.1**. Issue a bank credit card for the **Cardholder** and hand it to the latter in person or subject to the conditions of para. 3.1 of these General Terms and Conditions together with the relevant PIN, ensuring that it is kept secret from any employees and third parties.

**16.2.** Account for the transactions made through the **Cardholder**'s card on a daily basis and in a chronological order depending on their registration with the **Bank**.

**16.3.** Keep banking secrecy with regard to the transactions made with the card.

**16.4.** Upon being notified as referred to in para. 18.11, block the card within the shortest possible technological period of time, but not later than 1 (one) hour after being notified by the **Cardholder**.

**16.5.** Issue a new card with a new PIN code or just a new PIN code within 5 (five) days in the cases referred to in para. 17.4 and 17.5 of these General Terms and Conditions.

**16.6.** Ensure the return of the card or its quickest possible re-issuance upon request by the **Cardholder** in the event that the card has been retained by an ATM due to technical failure of the device.

**16.7.** Provide assistance in solving a case of contested payment given the timely provision of documentation by the **Cardholder**.

**16.8.** Inform the **Holder / Cardholder** who has the status of "consumer" (within the meaning of the Consumer Protection Act (CPA) or the Payment Services and Payment Systems Act (PSPSA)) for any change to these General Terms and Conditions within 7 days of occurrence on specified by him phone, email or mailing address.

**16.8.1.** When disagreeing with the amendments, the **Holder / Cardholder** may unilaterally withdraw from the contract without giving any reason and without indemnity or default, repaying all of its obligations to the **Bank** or continuing to execute the contract as in force prior to the change of the **General Terms and Conditions**.

**16.8.2.** The **Holder / Cardholder** shall exercise his/her right under para. 16.8.1 and shall send a written notice to the **Bank** within two months from the date of receipt of the notice under para 16.8.

**16.8.3.** The changes in the General Terms and Conditions shall be binding upon the **Holder / Cardholder** when the latter has been notified of the change in accordance with the procedure referred to in para. 16.8. and has not exercised his/her right under para. 16.8.1. and para. 16.8.2.

**16.9.** Inform the **Holder / Cardholder** who is not a consumer (within the meaning of the CPA or PSPSA) of any change to these General Terms and Conditions by:

**(а)** Monthly statement following the amendment; and/or

**(b)** Posting information on the **Bank**'s website; and/or

**(c)**  Using any other suitable manner.

**16.9.1.** The change of the General Terms and Conditions shall enter into force with respect to the **Holder / Cardholder** who is not a consumer (within the meaning of the CPA or PSPSA) immediately on the date specified in the **Bank**'s notice. In the event that the **Holder / Cardholder** disagrees with the proposed changes, he / she shall state this to the **Bank**, in which case the **Bank** shall have the right to unilaterally terminate the bank card agreement with him / her and the **Holder** shall be required to repay all his/her liabilities to the **Bank** relating to the card, without being responsible for any costs and damages in connection with the termination. The absence of a statement by the **Holder** within this period shall be considered consent and the **Bank** shall apply the new terms and conditions to the **Holder** and the **Cardholder**.

**17.** **The Bank shall be entitled to:**

**17.1.** Determine the operating limits for the use of funds for a single transaction within 24 (twenty-four) hours and for a period of 7 (seven) days, as well as the maximum number of transactions to be performed by the card within a certain period of time, by informing the **Cardholder** at the bank offices and through the website or otherwise as it finds appropriate.

**17.2.** To refuse applications for authorisation if the available balance on the account serving the bank card has been exceeded, if the credit limit on the credit card or the limit on the transactions have been exceeded and in case of violation of the requirements for using the card, expiry of its term, other inconsistencies in the data, etc.

**17.3.** Block the use of the card in any of the following cases:

**17.3.1.** Three consecutive unsuccessful attempts to enter the PIN.

**17.3.2.** At the request of the **Holder** or **Cardholder**;

**17.3.3.** In case the **Cardholder** and/or the **Holder** hails to implement of their obligations under the agreement for issuing a personal or corporate credit card or these General Terms and Conditions;

**17.3.4.** In the case of overdue payment referred to in para. 27.6.

**17.3.5.** Upon notification under para. 18.11. of these General Terms and Conditions;

**17.3.6.** In case of attachment to the **Holder**'s account.

**17.3.7.** In other cases provided for by law, in the agreement for issuing a personal or corporate credit card.

**17.4.** Block the use of the card when it deems necessary in order to protect the interests of the **Holder** and/or **Cardholder**.

**17.5.** The **Bank** shall deactivate the card, thus making it invalid, upon expiry of its term of validity, if the bank account has been closed, in case of termination of the agreement and in other cases laid down in the agreement and these General Terms and Conditions.

**17.5.1.** The **Bank** shall be entitled to deactivate the bank credit card provided that the **Holder** and/or the **Cardholder** have not made attempt to take it within 30 days from the date of its issuance, reissue or renewal.

**17.6**. If there are objective reasons[[1]](#footnote-1) to re-issue the card by informing the **Holder** and/or the **Cardholder** in the shortest possible time.

**18. The Cardholder shall be bound to**:

**18.1.** Receive the card and PIN code in person or subject to the terms of Art. 3.1 of these General Terms and Conditions in the **Bank** or any other location expressly indicated in a separate agreement with the **Bank**. In exceptional cases and where urgent replacement of a credit card issued abroad is needed, after an express request by the **Holder** stating that the **Holder** accepts to receive the card in this manner, and after proper identification in a manner acceptable to the **Bank**, the **Cardholder** may receive the newly issued credit card abroad at the address specified by that Cardholder, for which purpose the **Bank** shall send the card and PIN code in separate shipments by courier. Upon receipt of the card, the **Cardholder** shall immediately notify the **Bank** of the receipt of the card and the PIN code, as well as sign in the designated place.

**18.2.** Not record the PIN code in a way that allows for a third party to become aware of it, including on the bank card or on any medium it carries with the bank card, taking all other measures in order to keep the PIN code in secret.

**18.3.** Use the card only in person and in compliance with the terms and conditions for its issuance and use.

**18.4.** Keep the card number secret and not disclose it to third parties.

**18.5.** Take care and comply in good faith with the law to protect the integrity and store the card and/or the mobile device on which the digital wallet is installed.

**18.6.** Take all necessary measures to prevent the loss, destruction or damage of the card and/or the mobile device on which the digital wallet is installed and their unlawful taking.

**18.7.** Protect the card and/or the mobile device on which the digital wallet is installed from mechanical damage, as well as from magnetic and electromagnetic influences and not create prerequisites and not allow unauthorized access to it.

**18.8.** Not provide the card, the card data, the mobile device on which the digital wallet is installed and the personalized security tools to an unauthorized person, taking all necessary measures to against their disclosure and preventing any access and use of the card and/or the mobile device on which a third-party digital wallet is installed.

**18.9.** Dispose of the funds on the account and use the card according to the procedure and in compliance with the rules defined in the relevant contract, these General Terms and Conditions and the requirements of the applicable national legislation.

**18.10.** Prevent the use of the card for payments in connection with goods and services prohibited by law, subordinate legislation or other act issued by a competent authority in the country where the card is used. In the event that the **Cardholder** uses the card and/or the mobile device on which a digital wallet is installed for other purposes or provides them to another person, that authorized user shall be responsible for these actions, being obliged to reimburse all amounts and/or costs of the **Bank** arising as a result of the illegal use of the card, account and/or mobile device on which the digital wallet is installed.

**18.11.** Immediately notify **Investbank JSC** and request blocking in case of destruction, loss or unlawful deprivation, tampering or other misuse of the card or the mobile device on which a digital wallet is installed, by a written order at an office of **Investbank JSC**, on tel.: + 359 (0) 70012555, via the national system operator **BORICA AD** on its 24-hour phone: +359 2 921 5287; or initiate the blocking of the card by using the Bank’s digital channels – Internet and mobile banking. The notice to **Investbank JSC** must contain the personal data of the Holder/Cardholder, such as the full name and/or Personal Number and/or the card account number (IBAN).

**18.12.** Within 7 (seven) days, notify the **Bank** of any change in the names, identity card or passport details, place of work, the contact telephone number indicated, or any change of the mobile service provider, and any other data specified in the Card Issue Application. If the **Cardholder** indicates an incomplete or wrong address and if fails to notify in writing the **Bank** of the change in the address, all communications and invitations sent by the **Bank** to the **Cardholder** at the address specified in the Application shall be deemed to have been validly served. If failing to notify the **Bank** of the change using the contact telephone number and/or the mobile service operator indicated, the **Cardholder** thus prevents the receipt of SMS notifications of transactions performed, SMS with one-time passwords for identification and for payment to online merchants and for being informed of any unauthorized transactions.

**18.13.** Sign on the place designated for that purpose (tape for signature) on the back of the card in a manner corresponding to the signature in the ID document upon receipt of the card.

**18.14.** Sign on purchase or cash withdrawal receipts printed by POS terminal with the same signature as that on the back of the card and on the identity document, thus certifying to have agreed with the transaction performed in case of it being requested by the transaction recipient;

 **18.15.** Upon request, provide identification data to the relevant trader accepting bank card payments.

**18.16.**  Return the card to the **Bank** upon the occurrence of any of the following events:

**18.16.1.** Damage of the card.

**18.16.2.** Expiry of the card's term of validity.

**18.16.3.** Termination of the agreement for issuing personal or corporate credit card.

**18.17.** Verify periodically (at least once every two weeks) the movement/statement on the card and, in the event of any doubt about any of the transactions, immediately notify the **Bank**.

**18.18.** Refrain from exceeding the authorized credit card limit. In addition, the Cardholder shall recover the funds used in case of offline transactions which does not require the approval of the authorisation system of the system operator **BORICA AD** up to the limits determined by the international card organisations Mastercard and Visa and when the available funds or credit limit may be exceeded. In offline authorization mode, the verification is performed immediately by the terminal without any verification by the card issuer's authorization system or the serving processor.

**18.19.** In the cases where the **Cardholder** is different from the **Holder**, the responsibility for timely repayment of all debts arising from the use of the card shall be borne by the **Holder**.

**18.20.** In the cases where the **Cardholder** is different from the account **Holder**, the responsibility for maintaining a sufficient balance on the account to meet all payments made with the bank card and all fees and commissions due to the **Bank** shall be borne by the **Holder**.

**18.21.** The **Cardholder** and/or the **Holder** shall notify the **Bank** in writing of any unauthorized or inaccurately executed transactions without undue delay after having learned of them. The Cardholder and/or the Holder shall be deemed to have learned of this upon receiving the monthly statement at the latest, but not later than 13 months from the date of debiting its account.

**18.22.** To use the “3D Card Security” service when making transactions on the Internet whenever this option is offered by the merchant.

**18.23.** To notify the Bank immediately in case of compromising or suspicion of compromising card data, static and dynamic password for online payment.

**18.24.** To notify the Bank immediately of any requests for card data and dynamic password for online payment, received from various sources in any manner of communication and on various occasions other than the payment on the webpage of a merchant participating in the programs Visa Secure and Mastercard Identity Check.

**19. The Holder/Cardholder shall be entitled to:**

**19.1.** Make transactions with the card pursuant to para. 9 and para. 10 of these General Terms and Conditions to the amount of the funds available on the account associated with the card and to the agreed credit limit, respectively, and in compliance with the operating (daily and weekly) limits applicable to the various types of transactions.

**19.2.** Request in writing unblocking of the card upon three wrong PINs entered, as well as in the cases where the card has been blocked at the request of the Holder/Cardholder;

**19.3.** Request the issuance of a new card in writing upon loss, destruction or unlawful deprivation of the card and receive the new card and PIN in person or subject to the terms of Art. 3.1 of these General Terms and Conditions at the **Bank**’s location.

**19.4.** Request the issuance of a new PIN in case of forgetting the current PIN and to change the PIN at an ATM in the country from the system of **BORICA AD**.

**19.5.** Receive information on the last five card transactions made on ATM which is a part of **BORICA AD** system and/or detailed information on request.

**19.6**. Digitalize the bank card issued in their name, in an application of any third-party provider, when the Bank has provided such an option for the relevant bank card brand. Depending on the supported functionality according to the specific third-party provider, the **Authorized User/Cardholder** can also access the application of the third-party provider via "iBank Mobile" Mobile Application.

**19.7.** Contest in writing the transactions, fees and commissions reflected in the monthly statement – within 30 (thirty) days of the date of the statement. In the event that the data provided in the monthly statement are not contested within the deadline, it shall be considered that they have been approved by the **Holder/Cardholder**. A monthly statement not received shall not be considered a reason to extend the contestation period when the Bank is not responsible for it.

**19.8.** The **Bank** shall consider the objections received in accordance with the procedure and within the term stipulated in the law and according to the procedure determined by the card organization. In the event that the contestation is rejected by the card organization, the **Holder/Cardholder** shall pay all the costs incurred in the contestation procedure.

**19.9.** Request the issuance of an additional bank credit card(s) to an existing active one, when the applicant is the account **Holder**.

**19.10.** Verify any payment of virtual / internet terminal devices with a one-time password received via SMS to a mobile number\* provided by the Holder if the vendor requires such a confirmation.

*\* If the Bank does not have an up-to-date mobile number to deliver SMS with one-time dynamic passwords and a static password to confirm payments to virtual merchants, the transaction may be rejected.*

**TERMS AND CONDITIONS FOR THE USE OF A CREDIT CARD WITH CREDIT LIMIT**

**20.** The initial credit limit is determined by the **Bank** and is indicated in the specific agreement according to Art. 7. The credit limit shall be utilised by the date of expiry of the card term of validity.

**20.1.** Whenever the card term of validity expires, if the following conditions are met on the expiry date:

**a/** The **Holder** has no liabilities in arrears, as well as the Holder and the Cardholder(s), if different from the Holder, have not committed any other violations of the obligations under this agreement, the **Bank**'s General Terms and Conditions for Issuing and use of credit cards or the **Bank**'s General Terms and Conditions for payment services provided by **Investbank JSC** to legal entities, sole proprietors and natural persons within the meaning of the PSPSA;

**b/** The bank has not found any deterioration of the Holder’s creditworthiness;

**c/** The Borrower or the **Bank** have not exercised their right to refuse to revolve the credit limit and/or to reissue a credit card in accordance with the procedure and under the terms and conditions provided for in the General Terms and Conditions, the card shall be renewed (reissued) ex officio by the **Bank** and the terms for utilization and repayment of the credit limit shall be renewed (revolved) automatically, i.e. without the need for the **Holder** to file a request and without the signing of an additional agreement between the parties, whereby the so renewed term for utilizing the credit limit shall be until the expiry of the validity period of the renewed card, and the renewed deadline for the repayment of the debt formed under the credit limit shall be up to two months, starting from the date of expiry of the renewed repayment period.

**20.2.** The collateral provided for the initial period of validity of the card shall remain in effect and secure the credit limit at each subsequent revolving (renewal), unless otherwise expressly agreed in the specific contract under Art. 7. If it is necessary to provide new collateral for the new validity period, then that collateral must be established before or at the latest on the day of receiving the renewed card, unless otherwise agreed in the specific contract under Art. 7.

**20.3.** In the event that the bank card is reissued before the expiration of the current validity period due to a technical defect, damage/destruction of the plastic, loss, theft, etc., the term for utilization of the credit limit, respectively the term of the credit agreement shall not change according to the new validity on the card, but upon the expiration of the credit limit utilization period, in case the conditions for revolving according to para. 20.1 are present, it shall be renewed (revolved) automatically for a period up to the expiration of the validity period of the card so reissued, and the subsequent automatic renewals shall be carried out according to the general procedure.

**21.** The **Bank** shall determine the credit limit for the account **Holder** depending on the type of card and the assessment of his/her creditworthiness, without the need to indicate reasons for this. Within the credit limit authorized by the **Bank**, the **Holder** shall determine the amount of the credit limit(s) for each of the additional cards. The **Cardholder** shall not be entitled to exceed the current credit limit. The **Holder**'s account can also be debited above the provided limit, when performing offline operations and for the purpose of collection of fees and commissions due to the **Bank**. If the credit limit is exceeded, the amount of the liability exceeding the limit shall be accounted for an overdraft (liability) in arrears and accrues interest in the amount according to the **Bank**'s Tariff, which is accounted for as overdue interest. The bank shall consider the exceeding of the specified credit limit as an unauthorized overdraft.

* 1. **21.1.** The **Bank** may change the amount of the authorized credit limit depending on the credit history of the **Holder**, for which it is not necessary to sign an additional agreement between the parties:
	2. **21.1.1.** The Bank shall periodically assess the creditworthiness of the **Holder** and may unilaterally increase or decrease the amount of his credit limit, starting from the date of its decision, by notifying the **Holder** of the change through internet banking, telephone or e-mail or SMS, or other communication channels, and the change shall also be reflected in the monthly statement, indicating the Annual Percentage Rate (APR) and the total amount due.
	3. **21.1.2.** Within 15 days of receiving the above notification of an increase or decrease in the credit limit, the **Holder** shall be entitled, without owing compensation or penalty, to express his/her written disagreement (objection) to the **Bank**:
	4. **a/** In the case of a unilateral increase - the customer shall not need to state a reason for his/her disagreement. In this case, the **Bank** shall reduce the limit back to the initially agreed smaller amount of the credit limit, of which it shall notify the customer in accordance with para. 21.1.1. The submitted objection shall have no effect and shall be considered unsubmitted if, despite its submission, the customer has absorbed the full increased amount or such part of the limit that exceeds the previously applicable smaller amount.

**b/** In the case of unilateral decrease - the objection must be motivated. The expressed disagreement shall not be binding on the **Bank**. Within 7 /seven/ business days of its receipt, the **Bank** shall consider the objection and make a decision on it, where:

1. if it decides to resume the larger amount of the limit, the **Bank** shall immediately resume it ex officio, for which it informs the customer in the appropriate manner according to para. 21.1.1;
2. if it decides to reject the objection, the **Bank** shall not resume the reduced amount of the credit limit, inform the customer of its decision in the appropriate manner according to para. 21.1.1. In this case, the **Holder** shall be entitled to terminate the agreement pursuant to para. 25.1 of these General Terms and Conditions.

**21.1.3.** It shall be considered that the **Holder** has expressed his/her consent to the change of the credit limit, if the latter fails to object in writing within the specified 15-day period, and in the case of an increase - if before the expiration of this period the Holder has utilized the entire amount of the increased limit or part of increased limit greater than the original limit.

**21.2.** The size of the maximum limits for transactions for each type of card shall be determined according to the current Tariff of the **Bank** and the product under the terms of the issuance of the card(s).

**21.3.** To use the card, the **Holder** shall be bound to pay the **Bank** fees and commissions according to the current Tariff or the product, under the terms and conditions of which the card is issued, and where the terms and conditions differ, the terms and conditions of the specific product shall prevail, as well as interest on the used credit limit according to the terms and conditions of the relevant agreement concluded with the **Bank** for the issuance of a personal or corporate credit card under Art. 7 of these General Terms and Conditions.

**21.4.** The due interest, penalties, fees and commissions shall be deducted ex officio from the credit limit, with their total amount being reduced, for which the **Holder** agrees by signing the agreement referred to in Art. 7. In the event that the amount of the authorized credit limit is reached on the due date, the interest due is transferred to overdue interest. Upon the receipt of the monthly statement, the **Cardholder** undertakes to repay the minimum monthly payment (MMP), which represents the sum of the amounts - 5% of the accrued regular debt obligations, plus 100% of the charged fees for the monthly service of the card. In addition, 100% of the due interest, 100% of the overdue interest and the principal (in BGN, EUR or USD) must be repaid in full.

**21.5.** The **Bank** provides credit limit on the credit card with a grace period to use amounts and the **Holder/Cardholder** shall be entitled to a grace period (interest free period of use) according to the agreement the latter has concluded with the **Bank**. In this period, all proceeds on the card account shall be used to repay the credit limit used by the **Cardholder**, and the credit limit shall be revolved with the amount of the repaid portion. In the event that the obligation is not repaid in full by the end of the grace period, after that date, the outstanding portion of the loan shall accrue interest in the size of the interest rate for a regular debt, determined in the relevant agreement under Art. 7.

**REPAYMENT OF CREDIT CARD LIABILITIES**

**22.** Credit card debt repayment plan with a grace period:

**22.1.** The **Holder** shall be required, when using a credit limit on a credit card with a grace period, monthly, within the corresponding repayment period of the month provided for in the agreement concluded, following the grace period, to repay the in full or through a minimum monthly payment (MMP) the obligations relating to the use of the credit card(s).

**22.2.** The **Holder** shall be required to fully repay the MMP, which represents 5 (five) % of the amount of the total regular debt liability indicated in the statement and includes the total amount of withdrawals, payments plus 100% of the monthly card service fee, and must also repay the entire amount of the accrued interest for the previous period and the full amount that is registered in arrears (if any), and the minimum repayment amount may not be less than 10 units in the currency of the card account.

**22.3.** The **Bank** shall be entitled to unilaterally change the amount of the minimum monthly payment, notifying of which the **Holder** in writing, 60 days before the change takes effect.

**22.4.** In case of full repayment of the obligation within the grace period of using amounts from the credit limit, the **Bank** shall not charge interest for regular debt.

**22.5.** Upon the repayment of the credit card debt(s) through MMP, on the remaining portion of the total credit limit amount owed/used according to the statement, the **Bank** shall charge interest for regular debt according to the relevant agreement under Art. 7.

**22.6.** In the event that by the due date according to para. 22.1, the **Holder** fails to repay in full the minimum monthly payment according to the statement, after that date, the latter shall have to pay the **Bank** interest on arrears on the outstanding amount in addition to the interest for regular debt.

**22.7.** A **Holder** with registered obligations in arrears shall have no right to use a grace period. In this case, all subsequent transactions shall incur interest according to the interest rate for regular debt as laid down in the relevant agreement under Art. 7.

**22.8.** The fact that the **Holder** has not received a statement does not release the latter from the obligation to pay the amounts due in connection with the use of the card.

**22.9.** The deadline for full repayment of the used credit limit is no later than two months from the date of expiry of the term for utilization of the loan, according to the repayment periods and the accounting posting of the transactions carried out:

**22.9.1.** For liabilities posted up to the expiration date of the credit limit on the credit card, the repayment deadline is the 30th of the month indicated in the statement.

**22.9.2.** For liabilities posted in the first month after the expiration of the credit limit, the repayment deadline is the 30th of the month indicated in the statement.

**22.9.3.** For all liabilities posted in the second month after the expiration of the credit limit, the repayment deadline is immediately upon the occurrence of the liability.

**VALIDITY PERIOD. TERMINATION LOAN ACCELERATION**

**23. Terms of the agreement**:

**23.1.** The agreement for issuance of a personal or corporate credit card shall enter into force on the date of its signing.

**23.2.** The duration of the agreement for issuance of credit card to natural persons and legal entities authorised on the basis of their own funds and without applying credit limit to the credit card is two months after the expiry of the card term of validity.

**23.3.** The duration of the agreements referred to in Art. 7 of these General Terms and Conditions is two months after the expiry of the credit card term of validity.

**23.4.** The agreement referred to in Art. 7 may be terminated earlier, before the expiry of the card term of validity, in the cases provided for herein.

**24.** The validity period of the card shall be until the last calendar day of the month and year printed on the card’s face.

**24.1.** The **Bank** shall renew the card (issues a new plastic card with a new validity period of the card), repeatedly and ex officio, no later than 10 (ten) days before the expiration of the current validity period. These General Terms and Conditions shall apply accordingly to each renewed card.

**24.2.** In the case of a credit card issued by the **Bank** with the use of a credit limit, agreed with an agreement under Art. 7 of these General Terms and Conditions, in the cases and under the terms and conditions of Art. 20.1 - upon the renewal, the **Bank** shall revolve the credit limit for a new term, consistent with the new term of validity.

**24.3.** The **Bank** shall be entitled at its discretion, without having to give reasons, not to renew the credit card, and respectively, not to revolve the credit limit on the card, of which it shall notify the Cardholder in accordance with the procedure under Art. 25.2.2.

**24.4.** In the event that the **Holder** does not wish to have a new bank card issued or does not wish to have a card issued to a particular **Cardholder**, the latter shall notify the **Bank** no later than 30 (one) month before the expiration date of the issued bank card.

**24.5.** The period of validity of the digitalized card is 3 (three) years, starting from its digitalization, and after its expiration it shall be digitally renewed in compliance with the terms and conditions established by the third-party provider and subject to the condition that the card being digitalized is active.

**25. The agreement for the issuance of credit card shall be terminated:**

**25.1.** By written notice of the **Holder** stating the refusal of the latter to renew the term of the agreement or to reissue the card, submitted 30 (thirty) days before the expiry of the card term of validity. If the agreement for the use of credit card is terminated by the **Holder** prior to the expiry of its term by 30 (thirty) day written notice, the **Holder** shall be required to return to the **Bank** all cards issued at the request of the Holder upon the submission of the application.

**25.2.** Unilaterally by the **Bank**:

**25.2.1** At any time in case of violation by the **Holder** of these General Terms and Conditions, the agreement under Art. 7, as well as in case the **Holder** does not accept the changes made by the **Bank** in these General Terms and Conditions. In these cases the **Bank** shall notify the **Holder** and block the card.

**25.2.2.** In the event of a refusal by the **Bank** under Art. 24.3 to **renew** a credit card (or, respectively, revolve a credit card using a credit limit under an agreement under Art. 7) - with notice received by the **Holder** before or at the latest at the same time as the expiry of the issued/renewed credit card. The **Bank** shall notify the **Holder** of its refusal by means of a notice in hard copy, sent to the correspondence address last indicated by the **Holder** or by an e-mail message or a text message to the contact telephone number last indicated by the Holder or through other communication channels. In this case, the issued/renewed card shall be valid until the validity period printed on its face, which date shall also be the deadline for the utilization of the provided credit limit, and the deadline for the full repayment of the used credit limit shall be determined pursuant to Art. 22.9.

**25.3.** The termination of the agreement for issuance of a personal or corporate credit card to the **Holder** will lead, regardless of the reason, to the termination of the effect of the digitalized card, as well as the contracts for all additional cards to the account of the **Holder** which have already been issued.

**25.3.** In order to terminate the use of a digitalized card through an application of a third-party provider, the **Authorized User/Cardholder** should comply with the terms and conditions set by that provider. The **Authorized User/Cardholder** may, at any time during the validity of the contract, unilaterally terminate the use of the third-party provider application, by deleting the registered bank cards from the respective application. The termination of the digitalized card does not terminate the card agreement.

**26.** Upon termination of the agreement for issuance of credit card the **Holder** of the account which is opened in connection with the card shall repay all amounts due to the **Bank**. Upon termination of the agreement for issuance of personal or corporate credit card and the presence of a positive balance, namely deposited own funds, the amount shall be refunded to the **Holder** at the cash desk in the financial centre of the **Bank** or shall be transferred to a bank account designated by the **Holder**.

**27.** The commitments of the **Bank** to provide funds from the credit limit shall be terminated and the **Bank** may request for early collection of the loan on the occurrence of any event listed below:

**27.1.** Violation of any provision of these General Terms and Conditions or the agreement referred to in Art. 7.

**27.2.** If the **Holder** does not accept the changes in these General Terms and Conditions made by the **Bank**.

**27.3**. In case of the **Holder**'s death when the **Holder** is a natural person, or in case of full or limited incapacity mandates.

**27.4.** If the **Holder** is declared bankrupt or in case of initiated bankruptcy proceedings/liquidation of the **Holder** - legal entity.

**27.5.** In case of failure to pay the amount where the credit limit on the card is exceeded (offline transactions and/or upon charging of payable interest, fees, and commissions) the excess amount becomes automatically payable.

**27.6.** In the absence of a minimum monthly payment (MMP) according to the monthly statement.

**27.7.** In case of misuse of the right under Art. 20.3, whereby misuse shall also be present when the **Holder** exercises the said right more than 2 (two) times, regardless of whether the reissue of an issued or renewed credit card is requested and the reason indicated in the reissue application.

**27.8.** In case of unjustified contestation on the part of the **Holder** of transactions actually executed by it or by persons authorised by it.

**27.9.** In the above cases, the **Bank** shall block the use of the credit card(s), including the digitalized card(s), and in the cases under para. 27.7 - it shall also refuse to reissue it.

**COLLATERAL**

**28.** To collateralise its debts due by the **Holder**, the **Bank** accepts the collateral stipulated in the agreement referred to in Art. 7 of these General Terms and Conditions.

**CONSENTS AND ACKNOWLEDGEMENTS**

**29.** By signing the agreement for issuance of a personal or corporate bank credit card, the **Holder** of the account related to the bank card: gives his/her unconditional and irrevocable prior written consent that the Bank may ex officio make payments from all his/her accounts opened with **Investbank JSC** pursuant to the procedures of Ordinance 3 of the Bulgarian National Bank on the terms and procedure for opening payment accounts, execution of payment transactions and use of payment instruments, on the basis of which the **Bank** may collect unilaterally from it on the maturity date or thereafter the amounts payable by the **Holder** according to the agreement for the issuance of a personal or corporate credit card referred to in Art. 7 of these General Terms and Conditions - principal, interest, penalties, fees, commissions, expenses (costs), etc., and the **Bank** shall be entitled to debit ex officio its accounts opened with it in national and foreign currency, including, where necessary, by purchasing foreign currency or arbitration at the buy/sell rate of **Investbank JSC** on the transaction day, respectively. Any possible exchange differences shall be fully borne by the **Holder**. When collecting its receivables ex officio, the **Bank** is required firstly to satisfy its receivables from the funds of the **Holder** in the currency of the loan.

This clause entitles the **Bank** to cancel without notice or prior notification the term deposit contracts signed with the **Holder**; in case of any balance on the deposit account it will be transferred to another account of the Holder.

**30.** By signing the agreement referred to in Art. 7, the **Holder** confirms that he/she is aware of the **Bank**'s right to terminate without notice the utilisation of the unused credit limit and to request for early collection of the debt in case of violation of these General Terms and Conditions and the agreement.

**31.** In cases where the **Bank** has concluded an agreement with an employer for servicing the salaries of its employees and has issued bank cards for them under preferential terms, as from the date of termination of the **Holder’s/Cardholder's** employment with the employer, the preferential terms shall be automatically invalidated and the **Bank**'s standard bank card terms shall apply thereafter.

**32.** In case of credit cards issued in the presence of deposit account of the **Holder** with the **Bank** or in connection with a mortgage or consumer loan provided to the **Holder** by the **Bank**, upon the termination of the relevant (deposit/loan) agreement the credit card may continue to be used after the payment of the amounts due and after amending the contractual relations with the **Bank**.

**33.** By signing the agreement for issuance of Mastercard or VISA bank card, the **Bank** provides the **Cardholder** for its own account with insurance Travel Assistance Abroad, and the **Cardholder** is considered notified by the **Bank** of the provision of his/her personal data within the meaning of Regulation No. 679/EU on personal data protection to the Insurer, as well as any other information required by the Insurer to make the payment of any insurance benefit.

**PERSONAL DATA**

**34.** Pursuant to Regulation No. 679/EU on the personal data protection and the Personal Data Protection Act:

**34.1.** By signing the agreement for issuance of a personal or corporate bank credit card, the **Holder / Cardholder** confirms that the personal data provided by him/her or by other data controllers to **Investbank JSC** will be processed in hard and/or soft copy.

**34.2.** By signing the agreement for issuance of a personal or corporate bank credit card, the **Holder / Cardholder** is informed in advance of the Privacy Policy of Investbank JSC.

**34.3.** By signing the agreement for the issuance of a personal or corporate bank credit card, the **Holder / Cardholder** consents that the **Bank** may request and receive from any other data administrator, including but not limited to the National Social Security Institute and DG GRAO at the MRDPW, information regarding personal data declared to the **Bank** as a person who is or wishes to become a party to a relationship with **Investbank JSC** upon or in connection with receiving a credit card credit limit until the full implementation of all its obligations to the **Bank**.

**RESPONSIBILITIES**

**35.** The **Bank** shall not be liable for transactions concluded when using the card.

**36.** The **Holder/Cardholder** shall be liable for all his/her actions and obligations arising out of the use of the card.

**37.** The **Bank** shall not be liable for any unauthorized or inaccurate operations with the card if it has in good faith executed an order to carry out an operation prior to receiving the notification within the specified time limits. Where the payment service provider of the payer does not require a thorough identification of the cardholder, the payer shall bear no losses unless he acted fraudulently. Where the recipient or the payee's payment service provider fails to accept the cardholder's thorough identification, it shall recover the pecuniary damage caused to the payer's payment service provider.

**38.** The **Holder** shall bear all losses from unauthorized payment transactions up to the moment of notification to the **Bank** arising from the use of a lost, stolen or illegally assigned card when he has not been able to maintain the personalized security features of the card but not more than 100 (one hundred). The **Holder** shall bear all losses, irrespective of their size, in case they have caused them by fraud or the damages occurred as a result of nonfulfillment of his obligations under Art. Art. 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 18.10, 18.11 due to intent or gross negligence.

**38.1.** Intent and gross negligence can be ascertained: through an investigation carried out by the **Bank**; in proceedings before the Conciliation Committee for Payment Disputes at the Consumer Protection Commission; in court proceedings; in an investigation of the law enforcement authorities or international card organizations before which a contested payment procedure has been initiated. The **Holder/Cardholder** agrees to provide full assistance in clarifying the circumstances under review.

**38.2.** In case of contested transaction after the expiry of the two-week period from the date of its reflection in the Holder's monthly statement it shall be considered that the **Holder** shows serious misconduct, unless it has not proven that it was unable to notify the **Bank** in this period.

**39.** After the notification in accordance with Art. 18.11, the Holder/Cardholder shall not suffer any property damage resulting from the use of a lost, stolen or illegally appropriated payment instrument, except for the cases where that Holder/Cardholder has acted fraudulently.

**40.** The **Bank** shall not be liable if a card transaction is refused for technical or communication reasons in the systems of other card payment operators, banks, or other persons involved in the payment process.

**41.** The parties shall not be liable for non-fulfilment of their obligations under the bank card issuance agreement which has occurred due to exceptional technical reasons such as failure of information systems, interruption of communication lines, power cut, etc., as well as in exceptional circumstances such as natural disasters, nationwide strikes, technical failures beyond their control.

**42.** The **Bank** shall not be liable for a non-received by the Cardholder SMS with a secret confirmation code necessary for the use of the "3D Card Protection" service in case of impossibility to deliver the notifications from the respective mobile communication providers;

**43.** The **Bank** shall not be held responsible for any mistaken submission by the Cardholder of a mobile telephone number in connection with the use of the "3D Card Security" service or for digitalizing a payment card in a third-party provider application.

**CONTESTED PAYMENT PROCEDURES AND SETTLEMENT OF DISPUTES**

**42.** The **Holder / Cardholder** may lodge a complaint in connection with the issuance and use of a bank card in any financial center of the Bank. Within 15 business days, the **Bank** shall respond in writing, by telephone or other appropriate means, or notify it of the period within which it will receive a response in cases where it is necessary to collect information from other banks, card operators, other third parties who have commenced criminal proceedings in the case in question or a "Contested Payment" procedure initiated by the relevant card organization. The **Holder / Cardholder** may not make objections based on his/her relations with third parties. Exceptionally, when the **Bank** is not able to decide within a specified period for reasons beyond its control, it shall send the **Holder/Cardholder** a reply stating the reasons for the delay and the period within which the **Cardholder** will receive a reply to the appeal. In any event, the time limit for obtaining a reply may not exceed 35 working days from the receipt of the complaint.

**43.** In the case of registered suspicious transactions by the **Bank** and/or the respective card organization, the **Holder/Cardholder** agrees for the **Bank** to perform a complete verification of the payments made with the card, with the maximum assistance on his/her part.

**44.** In the event that, when a complaint has been filed, it is possible to initiate a "Contested Payment" procedure of the respective card organization, the **Holder/Cardholder** consents in writing to its initiation, undertaking to provide the necessary documentation. The documentation shall contain completed application for contest (or application in a free format), copy of the receipt proving the sale/withdrawal of cash, contract for sale of product or provision of service, invoice, correspondence with the merchant in case of online trade, or other documents related to the transaction.

**45.** The **Bank** undertakes to assist and inform the **Holder / Cardholder** about the development of the "Contested Payment" procedure, informing him / her about each stage of the procedure, according to the deadlines specified by the respective card organization. The **Bank** shall be bound to decide and notify the Customer in writing about its decision within 15 working days of receipt of the complaint. Exceptionally, when the **Bank** is not able to decide within the specified period for reasons beyond its control, it shall send the Customer a reply stating the reasons for the delay and the period within which the Customer will receive the decision on the appeal. In any event, the time limit for obtaining a decision may not exceed 35 business days from the receipt of the complaint.

**46.** Upon the written consent of the **Holder**, the **Bank** shall initiate arbitration proceedings before the arbitration boards of the relevant card organization.

**47.** All costs related to the execution of the contested payment procedures shall be borne by the **Holder** in accordance with the Tariff of the Bank.

**48.1** If the appeal/objection has been granted the contested amounts shall be refunded to the account of the **Holder** upon completion of the procedure on establishing the authenticity of the payment transactions, but not later than 35 business days upon receipt of the objection. If the appeal/objection has not been granted the **Bank** shall notify the **Holder** by sending a reasoned letter to the address specified in the application for issuance of bank card.

**48.2.** In the case of a non-executed or incorrectly executed payment transaction for which the payment service provider of the payee is not liable, the payer's payment service provider shall be liable to the payer and refund to the payer without undue delay the amount of the outstanding or incorrectly executed payment transaction the amounts necessary to bring the payment account in the state in which it would be located if the payment transaction inaccuracy had not been performed. The value date for crediting the payer's payment account shall be not later than the date on which the account was debited with the amount of the payment transaction.

**48.3.** The provision of Art. 48.2 of these General Terms and Conditions shall not apply and the **Holder/Cardholder** shall bear the losses associated with any unauthorized payment transactions resulting from the use of a lost, stolen or misappropriated payment instrument up to the amount of the losses, but not more than BGN 100. The rule under sentence one shall not apply when the loss, theft or illegal misappropriation of the payment instrument could not have been established by the Cardholder prior to the payment, except where the Cardholder has acted fraudulently or the damage was caused by the action or inaction of an employee, a representative or a financial center of the **Bank**.

**49.** Reversal of a payment transaction, executed at the initiative or through the beneficiary.

**49.1.** The payer shall be entitled to request from their payment service provider to reverse the entire amount of a card payment transaction already executed and authorized, provided that it has been ordered by or through the payee and the following conditions have been met:

**a)** at the time of the authorization for execution of the payment transaction, its exact value was not indicated, and

**b)** the amount of the payment operation exceeds the amount expected by the payer in view of its previous expenses for similar operations, the terms of the framework agreement or other specific circumstances in this case.

**49.2.** The request for reversal of funds under Art. 49.1 shall be made by the payer within 56 days from the date on which the account has been debited. Upon request of the **Bank**, the payer shall provide evidence of the existence of the conditions referred to in Art. 49.1.

**49.3.** Within 10 business days of the receipt of the request, the **Bank** shall reverse to the payer the full amount of the payment transaction or refuse to recover it, stating the reasons for the refusal and the authorities to which the payer may make an appeal if it does not accept the reasons for the refusal set out.

**49.4.** The reversal shall include the full amount of the executed payment operation, whereas the value date for crediting the account of the payer shall be no later than the date on which the account has been debited with the amount of the payment operation.

**49.5.** For the purposes of Art. 49.1(b), the payer may not state grounds related to the exchange of foreign currency, when the reference exchange rate agreed with the provider of payment services is applied. The payer will not be entitled to a refund under Art. 49.1., if they have stated their consent for the execution of a payment operation directly to the **Bank**, and the **Bank** or Beneficiary of the direct debit amount has provided or granted to the payer available information about a forthcoming payment operation in the manner stipulated in the Framework Agreement at least 28 days ahead of the date of execution of the payment operation.

**49.6.** In the event of direct debits under Art. 1 of Regulation (EU) No. 260/2012 the payer shall be entitled to unconditional refund of the amount within the deadlines set forth in Art. 49.2. and Art. 49.3 of these General Terms.

**50.** Where the decision does not satisfy the **Holder**, the dispute may be referred for consideration to the Dispute Resolution Conciliation Committee established with the Consumer Protection Commission under the PSPSA. **The Commission is located at the following address: 4A Slaveykov Sq., floor 3, 1000 Sofia; fax: +359 2 9884218; e-mail:** **adr.payment@kzp.bg****; website: wwww.kzp.bg and htttp://abanksb.bg/pkps.** The consumer dispute resolution online platform address is: <http://ec.europa.eu/odr>

**50.1.** Referring the dispute to the DRCC shall be made by filing a written contestation by the **Holder/Cardholder**, containing a statement of facts and the request, with all the documents necessary to clarify the subject matter of the dispute attached, as well as a declaration of the sender that at the time of filing the contestation, it has not referred the same dispute for settlement to any court, arbitration tribunal or other conciliation body and it has not entered into any settlement with the respondent party. **The Holder/Cardholder** declares to have been informed by the Bank of the possibility and of the procedure in which it may refer the dispute to the DRCC.

**50.2.** General Conciliation Committees at the Consumer Protection Commission listed on a regional basis:

- General Conciliation Committee at the Consumer Protection Commission (CCPD), having its registered office in Sofia City and area of operation in Sofia City, Sofia Region, Kyustendil Region and Pernik Region, with address: 1 Vrabcha Str., floor 4, 1000 Sofia, tel. 02/ 9330 565; website: [www.kzp.bg](http://www.kzp.bg); e-mail: adr.payment@kzp.bg;

 - General Conciliation Committee, having its registered office in Blagoevgrad and area of operation within the territory of Blagoevgrad Region;

- General Conciliation Committee, having its registered office in Burgas and area of operation within the territory of Burgas Region;

- General Conciliation Committee, having its registered office in Sliven and area of operation within the territory of Sliven Region and Yambol Region;

- General Conciliation Committee, having its registered office in Varna and area of operation within the territory of Varna Region, Dobrich Region and Silistra Region;

- General Conciliation Committee, having its registered office in Shumen and area of operation within the territory of Shumen Region, Targovishte Region and Razgrad Region;

- General Conciliation Committee, having its registered office in Lovech and area of operation within the territory of Lovech Region and Gabrovo Region;

- General Conciliation Committee, having its registered office in Pleven and area of operation within the territory of Pleven Region;

- General Conciliation Committee, having its registered office in Montana and area of operation within the territory of Montana Region, Vratsa Region and Vidin Region;

- General Conciliation Committee, having its registered office in Plovdiv and area of operation within the territory of Plovdiv Region, Smolyan Region, Pazardzhik Region and Stara Zagora Region;

- General Conciliation Committee, having its registered office in Ruse and area of operation within the territory of Ruse Region and Veliko Tarnovo Region;

- General Conciliation Committee, having its registered office in Haskovo and area of operation within the territory of Haskovo Region and Kardzhali Region;

**50.3.** The Conciliation Committees consider contestations which are not referred to a court, arbitration tribunal or other conciliation body, and where there is no settlement entered into with the respondent party.

**INSURANCE OF THE CARDHOLDER**

**51.** Travel Assistance Abroad Insurance is offered to **Cardholders** who have not reached the age of 75 at the date of the insurance.

**52.** The Travel Assistance Abroad Insurance covers the territory of the whole world with the exception of the territory of the Republic of Bulgaria and is valid for a period of residence not longer than 90 consecutive days.

**53.** The insurance includes coverage of the costs of medical emergency, loss and delay of registered luggage depending on the credit card type and the terms and conditions specified in the corporate insurance policy signed.

**54.** Each **Bank**’s credit card **Cardholder**, holding more than one Mastercard and/or VISA card, shall receive an individual certificate of the Travel Assistance Abroad Insurance and may use one insurance coverage.

**55.** The **Bank** shall issue a certificate and General Terms and Conditions for each Mastercard and Visa card which will contain information about the requirements and assistance contacts in case that an insured event has occurred.

**ADDITIONAL PROVISIONS**

**56.** The **Cardholder/Holder** agrees that the **Bank** shall communicate to the system operator **BORICA AD** information related to the servicing of the bank card.

**57.** For all issues, not settled herein, the provisions of the Bulgarian legislation shall apply.

**58.** All disputes shall be settled by mutual agreement of the parties and in the absence of such - by the competent Bulgarian court.

**59.** The **Bank** shall be entitled to transfer its receivable under the agreement referred to in Art. 7 of these General Terms and Conditions to third parties.

**60.** In the cases when a credit limit on a credit card has been granted, the provisions in the General Terms and Conditions of **Investbank JSC** for granting consumer loans shall also apply.

**61.** These General Terms and Conditions also apply to loans provided by the Bank at a distance through the use of means of distance communication in accordance with the procedure and pursuant to the Remote Provision of Financial Services Act /"RPFSA"/, hereinafter referred to as "consumer online loans” that cumulatively meet the following conditions:

**61.1.** They are granted in BGN, USD or EUR.

**61.2.** The interest rate on the loan is determined on the basis of a fixed annual interest rate.

**61.3.** The loan agreement is concluded through one or more means of distance communication, including through an electronic platform organized and maintained by **Investbank JSC** and through the electronic application of Eurotrust LTD.

**62. These General Terms and Conditions of Investbank JSC were approved and adopted by the Bank’s Board of Directors by Resolution under Minutes No 32 of 05.07.2011 and represent an integral part of the General Terms and Conditions of Investbank JSC for the provision of payment services and opening and servicing of bank accounts of legal persons, sole traders and natural persons under the terms of the PSPSA** and revoke the General Terms and Conditions of **Investbank JSC for issuance and use of debit and credit cards.**

**63. These General Terms and Conditions of Investbank JSC were amended and supplemented by decision of the Management Board of the Bank under Minutes No. 64 of 13.12.2011, Minutes No. 25 of 07.04.2015, No. 44 of 18.07.2017, Minutes No. 3 of 23.01.2018, Minutes No. 17 of 11.04.2018, Minutes No. 19 of 24.04.2018, Minutes No. 39 of 07.08.2018, Minutes No. 57 of 06.11.2018, Minutes No. 18 of 28.04.2020, and updated by Minutes No. 37 of 25.08.2020, Minutes No. 53 of 24.11.2021, Minutes No. 18 of 27.04.2022, and amended by Minutes No. 29 Of 25.07.2023, with the changes entering into force as from 25.09.2023 in respect of all newly concluded credit card agreements.**

1. Objective reasons include: inclusion of the card in a list of compromised payment instruments received by the CO (Card Organization) or provision of data on using the card at devices which the Bank has been informed to have been subject to manipulation; any technical problem with the card; pre-term mass re-issuance due to migration to a new standard. [↑](#footnote-ref-1)