**TERMS AND CONDITIONS FOR DIGITALIZATION AND USE OF CARDS OF INVESTBANK JSC THROUGH THIRD-PARTY PROVIDER APPLICATIONS**

1. **Scope and General Provisions**
	1. These Terms and Conditions for Digitalization and Use of Bank Payment Cards (the “Card”) of Investbank JSC through Third-Party Provider Applications (the “Terms and Conditions”) shall govern the digitalization and use of payment cards issued by Investbank JSC (the “Bank”) to an authorized user, through applications of third-party providers - partners of the Bank.
	2. These Terms and Conditions form an appendix and an integral part of the relevant General Terms and Conditions for Issuance and Use of Bank Payment Cards of the Bank, depending on the type of the card (debit or credit) and shall be used jointly with the agreement concluded by and between the authorized card user/cardholder and Investbank JSC under General Terms and Conditions, supplementing it with regard to the digitalization and use of the payment cards through third-party provider applications.
	3. Authorized user is a natural person or legal entity who uses a debit or credit card issued by Investbank JSC, has installed a third-party provider application on a mobile device and has accepted these Card Registration Terms and Conditions.
	4. “Digitalization” under these Terms and Conditions means registration by the authorized user / cardholder and storage of a bank payment card issued by Investbank JSC in an application (the so-called "Wallet") of a third-party provider - partner of the Bank (Apple Pay, Google Pay, Garmin, Fitbit, etc.).
	5. When using a third-party provider application for registration and execution of card payment operations, the authorized users/cardholders should also comply with the terms and conditions determined by the relevant application provider and meet the technical requirements for their use, which shall apply jointly with the terms and conditions under para. 1.2, whereby the Bank shall have no control on and shall not be responsible for the content thereof. The decision to accept or reject them, as well as the responsibility for their compliance, rests entirely with the authorized user/cardholder. The Bank is not responsible for the provision of the service by the application provider and is not a party to the agreement for the use of the application entered into by and between the authorized card user/cardholder and the relevant provider.
	6. The agreement with the general terms and conditions of the third-party provider, as well as with other applicable terms and conditions of third parties related to the authorized card user/cardholder, shall not cancel the effect and application of these Terms and Conditions and the General Terms and Conditions of the Bank.

1.6.1. By digitalizing and using a payment card issued by Investbank JSC through applications of third-party providers - partners of the Bank, the authorized user/cardholder confirms that the latter has been properly familiarized with these Terms and Conditions and accepts their application in the relations with the Bank. In case of inconsistency between these Terms and Conditions and the applicable General Terms and Conditions of the Bank concerning the cases of digitalized payment cards, the wording of these Terms and Conditions shall prevail.

1. **CARD REGISTRATION AND DIGITALIZATION**
	1. Any authorized user/cardholder of a payment card issued by Investbank JSC can digitalize their payment cards through a third-party provider application and make payments with it using a mobile device (mobile phone, tablet, smart watch, etc.) which support the relevant functionality.
		1. The technical requirements that the device must meet in order to enable the card digitalization and perform operations with it are announced by the third-party provider.
	2. In order to digitalize their payment card in the third-party provider application, the authorized user/cardholder should comply with the terms and conditions established by that provider, by familiarizing with and agreeing to and accepting the applicable terms and conditions and following the step-by-step process defined for the purpose of protection and security of the registration and confirmation of the card digitalization.
		1. The registration in the third-party provider application is considered a consent given by the authorized user/cardholder to the Bank electronically through an electronic declaration of intent, which has effect of an electronic signature within the meaning of the Electronic Document and Electronic Certification Services, with a legal force equivalent to handwritten signature.
	3. 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.
	4. By digitalizing their payment card in a third-party provider application, the authorized user/cardholder consents to Investbank JSC, for the purpose of verifying the user's identity and activating the card, to receive a short text message on a mobile phone number registered by that authorized user/cardholder with the Bank containing a one-time valid code and/or call the Customer Call Center on phone 0700 12 555, or short number 17 555 for subscribers of Bulgarian mobile operators or +359 2 4013 101 for calls from abroad. By entering the one-time valid code, the authorized user/cardholder confirms their choice to digitalize their respective payment card in the selected application of the third-party provider - partner of the Bank, and the Bank accepts the payment card digitalization as performed by the authorized user/cardholder. The authorized user/cardholder can also use the Bank's mobile application "Ibank Mobile" as a method to confirm their identity and activate the card.
		1. The Bank is not responsible if while registering in the application, the authorized user/cardholder has indicated a wrong telephone number. The telephone number must match the identification telephone number specified by the authorized user/cardholder when completing the bank card issuance application for the "3D card protection" service. In case of change, the authorized user/cardholder should update the relevant mobile phone number at the Bank's office.
2. **DIGITALIZED CARD USE**
	1. After successful registration of the payment card in the application of a third-party provider at the choice of the authorized user/cardholder and depending on the functionalities of the application, the user may perform the following payment operations:
		1. Contactless payments on POS terminals at merchants (provided that the POS is contactless);
		2. Contactless cash withdrawals on ATM (provided that the ATM has the necessary functionality);
		3. Payment at online merchants (depending on the available functionality).
	2. In case of payments with a digitalized payment card through the application of a third-party provider via mobile devices (smart watch, mobile phone, tablet, etc.), the order is accepted in compliance with the rules established for its confirmation by the relevant card organization and the third-party provider. In order to authorize the payment transaction, the authorized user/cardholder should be identified by means of the identification data specified by the application provider (such as PIN code, fingerprint, facial recognition, etc.). For the avoidance of doubt, the Bank will consider the payment transaction order received in this way as originating from the authorized user/cardholder and will execute it in the same way as if it was made directly with the registered card.
	3. A payment order made with a digitalized card through a third-party provider application is accepted and executed online up to the withdrawal/payment transaction limits set for the card.
	4. The user/cardholder may not withdraw their consent for a specific transaction after the consent has already been obtained by the Bank according to the procedure referred to in para. 3.2 of this section.
	5. The Bank shall not be held responsible in case of a problem with the data transfer or the communication with the third-party provider application, including, but not limited to lack or inaccessibility of mobile network, delay in data transfer, and interruption of mobile service or Internet connection.
	6. The card initially issued by Investbank JSC and its digitalized version shall constitute one and the same card with one (joint) credit limit to one account where all performed payment transactions are registered.
	7. The fees charged by the third-party provider are separate from the fees charged by the Bank. For operations with a digitalized card executed using a third-party provider application, the Bank applies the fees for the relevant operation specified in the Tariff for conditions, interest, fees and commissions for natural persons and, respectively, in the Tariff for conditions, interest, fees and commissions for legal entities, for which the authorized user/cardholder has been informed about on the Bank's website. The application provider may impose its own fees for the use, and it is the responsibility of the authorized user/cardholder to familiarize with the terms and conditions for charging the use of the respective application.
	8. The period of validity of the digitalized payment 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.
3. **SAFETY MEASURES AND RESPONSIBILITIES**
	1. When using the digitalized payment card, the authorized user/cardholder is required to comply with all security measures established in the General Terms and Conditions of the Bank, the terms and conditions set by the third-party provider, including:
		1. To keep and use in person the device on which the card is digitalized with due care and take all necessary measures to ensure non-disclose and keep secret, prevent loss and unauthorized use of all data and customized security tools related to the card issued by Investbank JSC with the digitalized card, including during the process of its registration, as well as with the device through which it is used (such as PIN, password, 3D Static and Dynamic Password, including card activation code according to para. 2.4 above, PIN code for the device, biometric data stored thereon, etc.).
		2. To maintain the device with due care, keeping it under control and not allowing access to it by third parties;
		3. Not to keep biometric and other data of third parties on the device;
		4. Not to use easily identifiable PIN codes, passwords, or other customized security tools;
		5. Not to install on the device any software that is not original (for example, pirated, unlicensed, etc.)
		6. To regularly change the access code (password, PIN) to the device;
		7. To remove the digitalized card from the application in case of handing over the device to a third party (for sale, lending, repair, etc.);
		8. Not to record any information about the customized security tools on/in the payment instrument, nor store such information together with the payment instrument.
	2. In the event that the authorized user/cardholder fails to comply with the security measures laid down in the Bank's General Terms and Conditions, as well as the measures referred to in para. 4.1 of these Terms and Conditions, it shall be considered that the authorized user/cardholder has acted with gross negligence and in this case the latter shall be responsible for all damages caused and shall fully bear the losses arising from or in connection with the use of the digitalized card.
		1. The authorized user/cardholder shall fully bear the losses and shall be responsible for all damages caused if that authorized user/cardholder has acted fraudulently and has provided a third party with the option to use the digitalized card.
	3. In compliance with the General Terms and Conditions of the Bank (depending on the type of card), the authorized user/cardholder is required to notify the Bank immediately in the event of damage, loss, theft or other illegal use of the device on which the card is digitalized, as well as in case of doubt that a third party has learned or could learn the customized security tools. In the event of failure to notify the Bank in a timely manner, the authorized user/cardholder shall bear all damages and losses relating to the use of the digitalized card. Phones for notification: 0700 12 555 or +359 2 40 13 101 for calls from abroad.
	4. The Bank shall not be responsible for the actions or omissions of the third-party provider (for example, such as interruption or termination of the provision of services), nor for any resulting damages. In these cases, the Bank shall not be responsible for the inability of the authorized user/cardholder to use the digitalized card. The Bank is not a party to the legal relations between the authorized user/cardholder and the third-party provider.
	5. The Bank may block the use and access to the third-party provider application partially or completely, including block the application and/or the registered cards in cases where there are doubts that the security of the payment instrument has been breached, or that there is unauthorized use, executed suspicious operation or detected fraud. The Bank will notify the authorized user/cardholder in advance, or if this is not possible, immediately after the suspension of the mobile wallet, indicating the reasons for the blocking, unless the provision of this information would hinder the application of security measures or would be contrary to the law. The Bank will resume the provision of a mobile wallet or provide new access data as soon as possible after the reasons for blocking are removed and subject to the condition that the authorized user/cardholder implements the relevant obligations to the Bank.
	6. In case of disputed transactions carried out through the third-party provider application, in addition to these Terms and Conditions, the clauses and rules for disputing transactions according to the agreement for issuance of a debit/credit card and the General Terms and Conditions of Investbank JSC for the provision of payment services and opening and servicing of bank accounts of legal entities, sole proprietors and natural persons shall also apply, in accordance with the provisions of the Payment Services and Payment Systems Act (PSPSA), as well as the relevant General Terms and Conditions according to the type of the payment card. When the user does not act in the capacity of "User" within the meaning of the PSPSA, the Bank and the authorized user/cardholder agree on the exclusion of the requirements of Chapter Four, as well as the provisions of Art. 68(1), Art. 70(4) and (5), Art. 78, Art. 80, Art. 82(3), Art. 91, Art. 92 and Art. 93(1) of the Payment Services and Payment Systems Act.
4. **TERMINATION OF THE DIGITALIZED CARD USE**
	1. In order to terminate the use of a digitalized card through a third-party provider application, 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 without having to pay any fees.
		1. The termination of the digitalized version of the payment card shall not result in the termination of the card agreement entered by and between the Bank and the authorized user/cardholder.
		2. The termination of the use of a digitalized card to a primary payment card shall not result in the termination of the use of the digitalized card to any additional card, and vice versa.
	2. Investbank JSC reserves the right to terminate the agreement for the relevant payment card with digitalized version (digitalized card), to block/deactivate the card in accordance with the procedure laid down in the General Terms and Conditions of the Bank (depending on the type of the card).
	3. Upon the termination of the agreement for the relevant payment card, as well as upon its re-issuance due to expiration of its validity period, receipt of notification of a lost or stolen card sent by the authorized user/cardholder, as well as upon unilateral blocking of the card by the Bank for security reasons, the possibility to use the digitalized version of the card through the corresponding third-party provider application is also suspended.
	4. In case of temporary blocking of a payment card at the request of the authorized user/cardholder or initiated by the Bank, the possibility of using the digitalized version of the card through the corresponding third-party provider application shall be temporarily suspended. When the card is unblocked, the possibility to use the digitalized version of the card through the corresponding application shall also be resumed.
5. **SUPPLEMENTARY PROVISIONS**
	1. The Bank may unilaterally amend these Terms and Conditions, as well as the provisions of the effective Tariff applicable to the cards included in this product. In case of changes, the Bank shall notify the users, qualified as such pursuant to the provisions of the PSPSA, with a two-month notice, and the other users – with a one-week notice. In the event that a user qualified as a user pursuant to the PSPSA does not agree with the amendments, that user shall be entitled to stop using the digitalized version of the relevant payment card and deactivate it in the third-party provider application. In the event that by the date of entry into force of the changes in the Terms and Conditions the user qualified as a user fails to notify the Bank of the disapproval of the changes, that user shall be considered to have agreed with and accepted them.
	2. For complete information on all other issues relating to the issuance, use, service and management of a payment card, the relevant provisions of the General Terms and Conditions of Investbank JSC, applicable depending on the type of card (debit or credit) shall apply, available at: [www.ibank.bg](http://www.ibank.bg).

**These Terms and Conditions for Digitalization and Use of Bank Payment Cards of Investbank JSC through Third-Party Provider Applications were adopted by the Management Board of the Bank with a decision under Minutes No. 29 of 25 July 2023 and constitute an integral part and appendix to the General Terms and Conditions of the Bank for the provision of payment services and opening and servicing bank accounts of legal entities, sole proprietors and natural persons, in compliance with the provisions of the Payment Services and Payment Systems Act (PSPSA).**