

GENERAL TERMS AND CONDITIONS FOR THE DIGITIZATION AND USE OF PAYMENT CARDS ISSUED BY EASY PAYMENT SERVICES LTD THROUGH APPLICATIONS OF EXTERNAL SUPPLIERS

I. DEFINITIONS

- 1.1. **Easy Payment Services Ltd./ 'Card Issuer'** - a company registered in accordance with Bulgarian laws under UIC 204112059, holding a license for an electronic money institution within the meaning of the Payment Services and Payment Systems Act (the PSPSA), entered in the BNB register by Decision No. 259/25.10.2018.
- 1.2. **'Card'** – means a payment card, which is a payment instrument within the meaning of the PSPSA, provided for use to the Cardholder pursuant to Framework Agreement for the Issuance and Provision of a Payment Card entered into between the Cardholder and the Card Issuer and General Terms and Conditions thereto, which payment instrument shall be properly registered in an application of an external supplier by the User. The plastic card and its digitized version are the same card to the same card account that reflects all payment transactions executed via the Card;
- 1.3. **'Cardholder'/ 'Card User'** - a natural person provided with a Card pursuant to Framework Agreement for the Issuance and Provision of a Payment Card entered into between the Cardholder and the Card Issuer and General Terms and Conditions thereto;
- 1.4. **'Application of an External Supplier'**- a computer program owned by a third party - an external provider with which Easy Payment Services Ltd. has partnership relations, which program is designed to be installed on mobile devices and which enables a User to use all features of the application of the external provider subject to the terms of use of that application.
- 1.5. **'Digitization'** - the process of adding a Card by a Cardholder to the payment/ withdrawal service using a mobile device in an application of an external provider.
- 1.6. **'Digitized Card'** – a card included/added by its User in an application of an external provider;
- 1.7. **'Biometric Data'** - personal data relating to the physical, physiological or behavioral characteristics of a natural person and by which such person can be identified or his/her identity can be verified.
- 1.8. **'General Terms and Conditions'** - these General Terms and Conditions for the Digitization and use of payment cards issued by Easy Payment Services Ltd. through applications of external suppliers;

II. SUBJECT MATTER AND APPLICATION

- 2.1. These General Terms and Conditions shall regulate the digitization and use of a payment card issued by the Card Issuer to a Card User through applications of external providers.

- 2.2. The Cardholder must carefully read these General Terms and Conditions before agreeing to them and continuing the process of digitization of a Card in the mobile application of the respective external provider. In the event that the Card User does not agree to any of the provisions of these General Terms and Conditions, he/ she will not be able to access or use the application of the external provider, or the software, services, information or any functionality of the respective application;
- 2.3. In addition to these General Terms and Conditions, the Cardholder shall also be bound by the Framework Agreement for the Issuance and Provision of a Payment Card signed by him/ her and the General Terms and Conditions thereto.
- 2.4. These General Terms and Conditions are an annex to and form an integral part of the relevant applicable General Terms and Conditions for the Use of a Payment Card to the Framework Agreement for the Issuance and Provision of a Payment Card and are applicable together with the Framework Agreement for the Issuance and Provision of a Payment Card entered into between the Cardholder and the Card Issuer, complementing it with regard to digitizing a card through an external provider.
- 2.5. Payment cards issued by the Card Issuer through applications of external suppliers shall be digitalized and used subject to application of these General Terms and Conditions of the Card Issuer. By marking the appropriate field in the application of the external provider, the User shall:
 - 2.5.1. agree that this electronic statement is his/her electronic signature within the meaning of the Electronic Document and Electronic Certification Services Act;
 - 2.5.2. expressly agree that the legal effect of the electronic signature thus affixed by him/her is equivalent to the legal effect of his/her handwritten signature;
 - 2.5.3. agree to and shall be bound by these General Terms and Conditions;
- 2.6. The agreement to the general terms and conditions of the respective external provider, and to other applicable terms and conditions of third parties on the part of the Cardholder shall not repeal the effect and application of these General Terms and Conditions and the General Terms and Conditions for the Use of a Payment Card forming an integral part of the Framework Agreement for the Issuance and Provision of a Payment Card.
- 2.7. By digitizing and using the Card through applications of external providers, the Cardholder confirms that he/she has become acquainted with these General Terms and Conditions and accepts their application in his/her relationship with the Bank.
- 2.8. In the event that after digitizing the Card in the respective application of an external provider, the Cardholder decides that he/she does not agree to any of the provisions of these General Terms and Conditions, the Cardholder must deactivate and discontinue the digitization of the Card in the respective application. The absence of such deactivation, respectively the use of the Digitized Card through the respective application of an external provider, shall mean that the User agrees to the General Terms and Conditions, at any time, from their acceptance until deactivation and discontinuation of the use of digitization of the Card on the respective application.
- 2.9. The capitalized terms used in these General Terms and Conditions shall have the meaning given to them in Section I of these General Terms and Conditions.

- 2.10. References to clauses and sections are to clauses and sections of these General Terms and Conditions, unless expressly stated otherwise.
- 2.11. In case of discrepancy between these General Terms and Conditions and the applicable General Terms and Conditions for the Use of a Payment Card, annexes to the Framework Agreement for the Issuance and Provision of a Payment Card in respect of the digitization of the Cards, these General Terms and Conditions will prevail.

III. REGISTRATION AND DIGITIZATION OF A CARD

3.1. The Cardholder can digitize his/her card through an application of an external provider and make payments via it using a mobile device (a mobile phone, smart watch, tablet, etc.) supporting the respective functionality. In case that the Cardholder digitizes his/her card once on one device and decides that he/she wants to use it on another device, he/she should pass through all steps of digitization of the Card on that other device again.

The technical requirements that the device should meet to digitize the Card and perform operations through it shall be specified by the external provider in its relevant General Terms and Conditions which the Cardholder should familiarize himself/herself with in advance. For the purposes of digitization of the Card, an internet connection between the device of the Card User and the application of the external provider is required.

3.2. In order to digitize his/her Card through the application of an external provider, the Cardholder should comply with the procedure and the terms established by that provider, accepting the applicable terms and conditions and following the step-by-step security and registration process to register and confirm the card digitization.

3.3. By registering his/her Digitized Card in an application of an external provider, the Cardholder gives consent to the Card Issuer to receive a one-time SMS message with a one-time code on a mobile phone number registered by him/her with Easy Payment Services Ltd. in order to verify the identity of the Cardholder and activate the card.

IV. USING A DIGITIZED CARD

4.1. The Card digitized through applications of external suppliers can be used in the country and abroad through NFC devices on terminal devices supporting contactless operations, or on virtual POS devices - depending on the available functionality.

4.2. In case of payments via a Digitized Card through an application of an external provider via mobile devices /a smart watch, a mobile phone, a tablet, etc./, the order shall be accepted according to the rules established for its authorization by the respective card organization and the external provider, and biometric data may be used.

- 4.3. The order for payment via a Digitized Card through an application of an external provider shall be accepted and executed online up to the limits for withdrawal/ payment set for the Card
- 4.4. The validity period of the Digitized card shall coincide with the validity period of the card being digitized, and after its expiration it shall be renewed subject to the terms and conditions established by the external provider of the respective application.

V. SECURITY AND RESPONSIBILITIES

- 5.1. The User shall confirm that he/she is aware of the fact that making payments on the Internet is associated with a higher risk of fraud. In this regard, the Card Issuer has taken technical measures to limit them, including in-depth identity verification in such cases.
- 5.2. When using the Digitized Card, the Cardholder shall be obliged to observe all security measures established in the General Terms and Conditions for the Use of a Card to the Framework Agreement for the Issuance and Provision of a Payment Card, the terms and conditions established by the external provider, including:
 - 5.2.1. to keep and use personal (his/her own) device on which the Card is digitized with due care and to take all necessary measures for non-disclosure and confidentiality, prevention of loss and unauthorized use of all data and personalized security means related to the plastic Card issued by the Card Issuer, with the Digitized Card, as well as with the device through which it operates /such as PIN, password, PIN code for the device, biometric data stored on it, etc./
 - 5.2.2. to keep under his/her control and not to allow unauthorized access of third parties to the device on which the Card is digitized, and not to store biometric and other data of third parties on that device;
 - 5.2.3. not to take actions through the device on which the Card is digitized which may lead to a breach in the security of the device (including not to install on the device software that is unlicensed; to regularly change the code for access /password, PIN/ to the device; to use sufficiently complex passwords for access and PIN combinations, not to record any information about personalized security means on the payment instrument, not to store such information together with the payment instrument, etc.)
 - 5.2.4. to remove his/her Digitized card from the application of the external provider, in case he/she transfers the device in the possession of a third party /in case of its replacement, sale, lending, repair, etc./
- 5.3. In case that the Cardholder does not comply with the security measures set forth in the General Terms and Conditions for the Use of a Card to the Framework Agreement for the Provision of a Payment Card, as well as the measures under Clause 5.2. above of these General Terms and Conditions, it shall be considered that the Cardholder has acted with gross negligence, in which case he/she shall be liable for all damages caused and shall fully cover the losses arising from or in connection with the use of the Digital Card.

- 5.4. The Cardholder shall fully cover the losses and shall be liable for all damages caused by fraudulent acts, and where he/she has provided a third party with the opportunity to use the Digitized Card.
- 5.5. In accordance with the General Terms and Conditions for the Use of a Card to the Framework Agreement for the Provision of a Payment Card, the Cardholder shall immediately notify the Card Issuer in case of a theft of a device on which the Card is digitized, or in the event of any other situation questioning the use of the external provider's application via the Card registered in it. In case that he/she does not immediately notify the Card Issuer, the Cardholder shall cover all damages and losses in connection with the use of the Digitized Card. The notification within the meaning of this clause shall be provided in accordance with the notification methods referred to in the General Terms and Conditions for the Use of a Card to the Framework Agreement for the Provision of a Payment Card.
- 5.6. Liability of the Card Issuer:
- 5.6.1. The Card Issuer shall not be held liable for the acts and/or omissions of the external provider (such as interruption or discontinuation of the provision of services, blocking the application, errors in the application, etc.), or for damages caused as a result thereof. The Card Issuer shall not be liable for the inability of the Cardholder to use the Digitized Card.
- 5.6.2. The Card Issuer shall not be a party to the legal relationship between the Cardholder and the external provider. The fees charged by the external provider are separate from the fees charged by the Card Issuer according to the Tariff contained in the Framework Agreement for the Provision of a Payment Card.

VI. TERMINATION OF THE USE OF A DIGITIZED CARD

- 6.1. In order to terminate the use of a Digitized Card through an application of an external provider, the Cardholder should comply with the procedure and the terms established by that provider in its General Terms and Conditions applicable to the respective application.
- 6.2. Deactivation and discontinuation of the digitization of a Card in an application of an external provider does not lead to termination of the Framework Agreement for the provision of a plastic payment card.

VII. OTHER PROVISIONS

- 7.1. These General Terms and Conditions and the relations arising from them shall be regulated by the laws of the Republic of Bulgaria.
- 7.2. Easy Payment Services Ltd. may amend these General Terms and Conditions as agreed upon in the General Terms and Conditions for the Use of a Card to the Framework Agreement for the Issuance and Provision of a Payment Card.
- 7.3. These General Terms and Conditions shall apply to the relationship between Easy Payment Services Ltd. and the Cardholder in connection with the digitization of the

Card in applications of external providers from the time of completion of the procedure for digitization of the Cardholder's device until:

7.3.1. uninstallation of the respective application from its device;

7.3.2. termination of the Framework Agreement governing the issuance and provision to the User of a Card registered in the application of the external provider.

For complete information on all other issues related to the issuance, use, servicing and management of the Card refer to the provisions of the Framework Agreement for the Issuance and Provision of a Payment Card and its General Terms and Conditions for the Use of a Payment Card applicable thereto.