



GENERAL TERMS AND CONDITIONS FOR ELECTRONIC MONEY, PAYMENT AND OTHER SERVICES

I. GENERAL PROVISIONS

1.1. MyFin EAD, having its registered offices at Sofia, 37 Dragan Tsankov Blvd., entered in the Commercial Register of the Registry Agency with UIC 206066023 (hereinafter „the Company”) holds a license to operate as an electronic money institution and provide payment services, issued by Decision No. 71 of 27.02.2020 of the Governing Council of the Bulgarian National Bank which supervises its activity, and is duly entered in the public register of electronic money companies, maintained on the website of the Bulgarian National Bank at www.bnb.bg, respectively in the Register of payment and electronic money institutions maintained on the website of the European Banking Authority (EBA) at <https://euclid.eba.europa.eu/register/>.

Definitions

1.2. For the purposes of these General Terms and Conditions for Electronic Money, Payment and Other Services (hereinafter „the General Terms”) the below mentioned terms shall have the following meanings:

a) „**Contactless transaction**“ shall mean is any payment transaction made with a card bearing the PayPass or PayWave logo, or with a digital card, in a contactless manner, i.e. by approaching/tapping a payment terminal (POS, ATM);

b) „**Virtual Card**“ shall mean a payment instrument within the meaning of the Law on Payment Services and Payment Systems (LPSPS) agreed between the Company and a Customer (Authorized User), representing a debit payment card issued by the Company to the Customer (Authorized User) and used for making online payments on Virtual POS terminals;

c) „**Virtual POS terminal**“ shall mean a logically defined POS terminal through which transfers to payment accounts, payments for goods and services, references and other payment and non-payment transactions are performed via the Internet, ATM terminals or digital telephones, using a payment or prepaid card in online mode;

d) „**Debit Card**“ shall mean a payment instrument agreed between the Company and the Customer (Authorized User) within the meaning of the LPSPS, representing a debit payment card issued by the Company to the Customer (Authorized User) on plastic, in the form of a Digital or Virtual Card on which information is recorded electronically and which is used repeatedly for identification of the Customer (the Authorized User) and for remote access to the Customer's funds on their payment account with the Company;

e) „**Digital Card**“ shall mean a payment instrument agreed between the Company and the Customer (Authorized User) within the meaning of LPSPS, representing a Debit Card issued to the Customer (Authorized User). The Digital Card can be used in the country and abroad via NFC-enabled mobile devices on terminal devices, allowing contactless transactions;

f) „**Electronic Money**“ shall mean monetary value stored in electronic form, which represents a receivable from the Company, is issued upon receipt of funds for payment transactions and is accepted by a third party - Customer of the Company;

g) „**MyFin online customer service system**“ or „**MyFin**“ shall mean an automated system for remote provision of financial services within the meaning of the Law on remote provision of financial services, accessible through the **MyFin mobile application** of the Company, allowing the exchange of information and documents for remote agreements, and providing to registered Customers remote access to the electronic services offered by MyFin EAD;

h) „**Strong customer authentication**“ shall mean an authentication procedure developed in a way that protects the confidentiality of data and that involves the use of two or more independent security features, as required by law;

i) „**Customer**“ shall mean, depending on the products/services requested or used, and depending on the use in the context of these General Terms, an individual Electronic Money holder (natural person over 18 years of age), a user of payment services, a payer or payee (in case of transfers),

an account holder in the Company, an Authorized User of payment cards or other payment instruments of the Company, etc.;

j) **„Utility payment“** shall mean a payment, including under pre-set conditions and parameters, of incurred household and other obligations on the territory of the Republic of Bulgaria, denominated in BGN, which a customer of the Company can pay online through MyFin

k) **„Accrued interest“** shall mean the interest paid to Customers on balances kept in their payment accounts;

l) **„Mobile Application“** shall mean a specialized software application for mobile devices (smartphones), subject to intellectual property rights of MyFin EAD, through which the Customer, in the presence of an Internet connection, can remotely access MyFin;

m) **„Mobile Device“** shall mean a type of portable electronic device (mobile phone, etc.) which, through its operating system, can use different applications, is equipped with various types of radio connectivity and allows internet connection. An NFC-enabled Mobile Device shall mean a Mobile Device with technology for contactless data exchange (Near Field Communication) allowing contactless payments;

n) **„Authorized User“** shall mean a natural person in whose name a payment instrument has been issued;

o) **„Cash“** or **„Money“** shall mean banknotes and coins, as well as account balances;

p) **„Payment Account“** shall mean an account identified by IBAN, opened and maintained by the Company in the name of a payment service user, and used for the execution of payment transactions;

q) **„User“** shall mean a natural or legal person who uses a payment service provided by the Company as a payer, a payee, or both, and/or a service related to Electronic Money;

r) **„Consumer“** shall mean a natural person - User of payment services who, when entering in agreements for the provision of payment services, carries out an activity different than their commercial or professional occupation;

s) **„Prepaid Card“** shall mean a payment instrument agreed between the Company and the Customer (Authorized User) within the meaning of the LPSPS, representing a debit payment card issued by the Company to the Customer (Authorized User) on plastic, in the form of a Digital or Virtual Card, customized with security features (such as a PIN, CVC), and used for storing Electronic Money, for remote access to the Electronic Money account of the Customer at the Company, and for performing payment transactions;

t) **„Working hours of MyFin for execution of payment transactions“** shall mean a time interval within the business day, after which the payment order shall be considered received on the next business day;

u) **„Business day“** shall mean every day on which the Company carries out its activity necessary for the execution of payment transactions. For payment transactions involving transfer of funds from/to other payment service providers, Saturdays and Sundays when not declared working days, as well as the official holidays of the Republic of Bulgaria shall be considered non-working days;

v) **„Reference Account“** shall mean a Payment Account kept in the name of the Customer in another credit institution in the Republic of Bulgaria or in another Member State of the European Union, from which cash is transferred to the Customer's account in MyFin EAD, for the purposes of additional means of identification upon registration;

w) **„Electronic Money Account“** shall mean a Payment Account on which Electronic Money is stored, and to which remote access is provided for the execution of payment transactions;

x) **„Funds“** shall mean banknotes and coins, as well as account balances and Electronic Money;

y) **„Statement“** shall mean information in electronic form (allowing storage by the Customer and reproduction in unchanged form) on all payment transactions made on the account over certain period of time, as well as on the opening and closing balance of the account for the period, including the transactions with each of the cards issued to the account;

z) **„Tariff“** shall mean the Tariff of fees and commissions of MyFin EAD, adopted by the Board of Directors of MyFin EAD, including the interest rates applied by the Company for services used, together with all its current amendments and supplements;

aa) „**ATM (Automated Teller Machine)**“ shall mean a device for withdrawing and/or depositing cash, paying for services, making transfers between payment accounts, checking balances and performing other payment and non-payment transactions;

ab) „**POS (POS Terminal)**“ shall mean a device for making payments for goods and services, checking balances and performing other payment and non-payment transactions using a Payment or Prepaid Card;

ac) „**3D Dynamic password**“ shall mean a unique, one-time code which, together with 3D Static Password, serves to verify the identity of the Customer (Authorized User) and confirm a payment transaction over the Internet when using a payment card issued by the Company with a Merchant participating in the additional security programs „Verified by Visa“ of the international card operator VISA, respectively „IdentityCheck“ of the international card operator Mastercard;

ad) „**3D Static Password**“ shall mean a password that is added to the 3D Dynamic Password in order to verify the identity of Customers (Authorized Users) and confirm online payment transactions made with Cards issued by the Company at Merchants participating in the additional security programs;

ae) „**3D secure**“ shall mean inclusion of cards issued by the Company in additional security programs for online card payments of an international card operator;

af) „**Blink immediate transfer**“: a credit transfer in BGN, executed through the BISERA 6 payment system, with immediate or close to immediate processing and crediting the account of the Payee within seconds after acceptance of the order and its execution by the Company.

Preliminary information

1.3. In compliance with the requirements of the Law on Payment Services and Payment Systems, the Law on Remote Provision of Financial Services (LRPFS) and the applicable national and European legislation, MyFin EAD shall provide Customers, within sufficient time to make an informed decision prior to entering into an agreement for the services offered by the Company under these General Terms, the Tariff of fees and commissions of MyFin EAD, the Glossary of most representative services related to payment accounts, and the information about fees and specific conditions of products/services offered, on the website of the Company at www.myfin.bg and in the MyFin online customer service system available through the mobile application of the Company (the MyFin Mobile Application, or the Mobile Application) or in another appropriate manner on a durable medium in the form of plain text in accessible form in the Bulgarian language.

For the convenience of its foreign speaking Customers, the Company shall also provide these General Terms and other applicable documents in the English language. In case of discrepancy or contradiction, the original text in the Bulgarian language shall prevail.

Safeguards for customer funds in MyFin EAD

1.4. Under the LPSPS, funds in accounts of payment service users and Electronic Money holders in Electronic Money institutions do not constitute a deposit or other repayable funds and no interest is accrued on them. MyFin EAD shall store its Customers' funds in a separate „safeguard“ account within the meaning of LPSPS (for each currency in which the Company maintains cash accounts for its Customers, as well as for funds received in exchange for Electronic Money issued), registered in the name of the Company in a credit institution in the Republic of Bulgaria. MyFin EAD shall provide all related safeguards in accordance with applicable law.

Personal data protection

1.5. As a data controller, MyFin EAD shall act in accordance with the legislation of the European Union (EU) and the Republic of Bulgaria, including with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR). Customers' personal data shall be processed lawfully in the presence of at least one of the conditions under Art. 6, para. 1 of the GDPR.

The Company shall provide each Customer with Information on the processing of personal data, containing the information required by law and by Art. 13 and Art. 14 of the GDPR, as well as a Procedure for exercising rights related to personal data, making these documents available on its website at: www.myfin.bg.

Measures against money laundering

1.6. The Company shall execute payment transactions in compliance with regulatory requirements and international standards in the field of measures against money laundering and terrorist financing. For these purposes, it shall have the right, after receiving a payment order, to carry out appropriate checks, to request additional documents and/or information, or suspend (refuse) execution of an order in case of suspicion that it does not meet the requirements; is placed by or for the benefit of persons who or whose activities are subject to sanctions/bans on payments by the relevant payment system and/or payment service provider(s), or where additional checks are needed to establish facts and circumstances related to execution. In these cases, the timeframe for execution shall be extended by the time necessary for carrying out checks, or for provision of additionally required documents or information. The consequences of non-execution or delayed execution shall be entirely at the Customer's risk, responsibility and expense.

The Customer agrees to follow the Company's procedures, provide the data required, and assist in the implementation of anti-money laundering regulations.

1.7. Prior to using the services offered by the Company and/or entering into an agreement, the Customer undertakes to read and understand these General Terms and the specific terms for the respective service.

1.8. By entering into an agreement, respectively by placing an order/giving confirmation or other form of consent to execute a payment or perform any other service through the established means of access and identification, including by pressing the navigation buttons „accept“, „continue“, „send“ and others, Customers confirm they have received in advance, read and understood the information and documents provided to them, as well as these General Terms, and accept their application until the final settlement of Customers' relationship with the Company.

II. SUBJECT MATTER. ENTERING INTO AN AGREEMENT

2.1. These General Terms shall govern the relationship between MyFin EAD and the Customers regarding Customers' registration with MyFin and the use of products and services offered by the Company, namely:

2.1.1. opening and maintaining payment accounts, including Electronic Money accounts;

2.1.2. issuance and redemption of Electronic Money and payment transactions with it;

2.1.3. execution of payment transactions, including transfer of funds to another account of the Customer, or to another person's account with the Company or with another payment service provider (PSP);

2.1.3.1. execution of credit transfers, including Blink immediate transfers and payment services based on credit transfers, including utility payments;

2.1.3.2. execution of payment transactions through payment cards or other similar instruments;

2.1.4. issuance of debit payment cards and prepaid cards – plastic, digital or virtual;

2.1.5. currency exchange (purchase and sale);

2.1.6. payment initiation services;

2.1.7. account information services;

2.1.8. provision of operational and ancillary services related to the products and services offered by the Company.

2.2. The Company may expand or limit the scope of the services provided, change the pricing or the terms and conditions for accepting and executing customer requests/orders based on changes in current legislation, market conditions, security considerations, or improvements in the respective services. The Company shall notify Customers of changes, new services and special rules and conditions for their use in accordance with these General Terms, and shall not be liable for any damages and lost profits due to limitation of the scope of services.

2.3. These General Terms, together with the applicable specific terms for the respective product/service and the electronic request for registration and use of MyFin, opening of payment accounts, issuance of payment cards and use of any of the services offered by the Company, as well as all orders, consents, annexes, declarations and confirmations, shall constitute a Framework Agreement within the meaning of the LPSPS.

2.3.1. Terminating the agreement for a specific product or service, entered into under these General Terms, shall not automatically terminate the entire Framework Agreement, which shall remain in effect until terminated in accordance with Section XIII below.

2.3.2. For any matters not settled by these General Terms, the specific terms for the respective product or service shall apply, announced by MyFin EAD on its website at www.myfin.bg.

Entering into an agreement

2.4. By requesting registration and use of any of the services provided by MyFin, Customers declare that they do so in their own name and for their own account. Actions through third parties or for account of persons other than the Customer are not allowed.

2.5. Customers shall request registration by sending in electronic format, under the procedure established by MyFin, the following data and information:

- a) personal details, including data as per identity document, mobile phone number, valid email address and selected password;
- b) parameters of the services and products requested, including a Payment Account;
- c) declaration of facts and circumstances, certifying conditions and requirements required by law and/or by the Company, as well as
- d) attached copy of a valid identity document including a photo of the holder (ID card/passport – face and back), declaration of authenticity of the original, as well as a separate photo.

2.6. The Company may use information from external sources, including lists or other databases maintained by supervisory authorities, government agencies, EU bodies or organizations with international status. It may also require the submission of additional information and documents identifying the Customer, or use the services of a specialized online identity provider, such as video identification.

2.7. In the process of registration, respectively for the purposes of entering into an agreement, the Company shall send a one-time code by SMS to the mobile phone number provided by the Customer under item 2.5., letter a) above.

2.8. By entering the one-time code and sending the required information and documents, the Customer sends an express request to the Company for registration in MyFin and opening an account, respectively for entering into a Framework Agreement for the use of MyFin under these General Terms and the specific terms for the selected services/products. Approval of the request by the Company, confirmed by activating the Customer's access to MyFin, shall be considered as entering into a valid Framework Agreement between the parties under these General Terms, as of the date of activation.

2.9. In case of non-compliance with any of the requirements of these General Terms or the identification procedures, failure to provide required data and/or documents, respectively in case of finding discrepancies or inaccuracies therein, the Company shall reject the request for registration in MyFin and notify the Customer to that effect. The Company is not obliged to motivate its refusal to register the Customer in MyFin.

2.10. By pressing the navigation buttons „confirm“, „continue“, „send“ and others as part of the process of requesting registration or use of a service in MyFin, the Customer expressly confirms the authenticity and completeness of information, statements and documents provided. The Customer shall be responsible for submission of incorrect data and statements, or false or forged documents, in accordance with applicable law.

Right of withdrawal

2.11. A Customer who is a Consumer shall have the right, without paying compensation or penalty and without stating a reason, to withdraw from the Framework Agreement entered into under these General Terms, as well as from the agreement for a specific service/product, by stating their withdrawal in writing online, in MyFin, within 14 (fourteen) days from the date of entering into the respective agreement.

2.11.1. Upon exercising their right of withdrawal, Customers shall pay to the Company any amounts owed in connection with services provided under the agreement as per the Tariff, and their access to MyFin shall be terminated.

III. PAYMENT ACCOUNTS

3.1. Each Customer registered with MyFin can open in their name payment accounts for execution of payment transactions in each of the currencies offered by the Company, and payment accounts for storage of Electronic Money, to which the Company shall provide remote access for execution of payment transactions.

3.1.1. MyFin EAD shall provide advance information on its website at www.myfin.bg about the currencies in which payment accounts for execution of payment transactions can be opened.

3.2. When opening an account, including an Electronic Money Account, the Company shall assign it with a unique identifier (IBAN), which shall be made available to the Customer.

3.3. The first account in the name of the Customer in the currency of their choice, requested by the Customer and opened upon confirming their registration in MyFin, shall be accepted as a Servicing account, to be debited with priority by the Company for payment of all fees, commissions and other charges in connection with the use of MyFin due by the Customer, for maintenance of accounts and use of services, including fees for issuing and redemption of Electronic Money and processing of Electronic Money transactions, in the amount and under the conditions specified in the current Tariff.

3.4. The opening of each subsequent Payment Account, requested electronically by Customer following the procedure established in MyFin, confirmed by the Customer by pressing the „Add“ button, and by the Company – by providing the IBAN of the account, shall be considered entering into an agreement for the respective Payment Account under these General Terms.

3.5. Payment transactions shall be executed in the currency specified in the payment order. When, for the purpose of execution of a payment transaction, an account is debited/credited in a currency other than the currency of the transaction, the currency exchange shall be made at the buy/sell rate applicable at the time of the transaction, of which the Customer shall be notified online by MyFin. In cases where one foreign currency is exchanged for another foreign currency, in addition to the respective exchange rate, a fee shall apply under the Tariff.

3.6. **Foreign exchange risk** - by accepting these General Terms, the Customer declares being aware that:

3.6.1. Execution of payment transactions in a currency other than the currency of the payment account may lead to a decrease or increase of the transaction amount and account balance;

3.6.2. In case the common currency of the European Union - the euro (EUR) becomes the currency unit of the Republic of Bulgaria, the funds on the accounts of the Customer in MyFin will be converted at the officially determined exchange rate of the Bulgarian lev to the euro.

3.7. Except in cases of enforcement carried out under the established legal procedure, or debiting by the Company under these General Terms, payments from the accounts can only be made by order/consent of the Customer.

3.8. By giving consent/instructions to a third party provider (TPP) to initiate payments from accounts or retrieve account information, the Customer gives express consent that such TPP, subject to the conditions for identification and the legal requirements for its activity, may access online the Customer's accounts in the Company and initiate payment transactions from them. In such cases, MyFin EAD shall accept any instruction/order received as given by the Customer. The Company may deny TPPs access to Customers' account(s) when there is a suspicion of unauthorized access or fraud, of which Customers shall be duly notified, unless where prohibited by law or for security reasons.

3.9. The Company shall accept and implement attachments of accounts in accordance with applicable law. Should an account be attached, or the Customer is for another reason prevented from using the funds on it, the execution of any ordered outgoing transfers shall be suspended until the reason preventing their execution is no longer in place.

3.10. The Customer undertakes to declare to the Company the countries in which they are a resident for tax purposes and other information in accordance with the tax legislation, as well as to provide immediate notification upon change of any of them.

3.10.1. The Company may require additional documents to verify the tax status of the Customer. The Company may close the Customer's accounts in the event of failure by the Customer to provide declarations or documentary evidence, resulting in the Company's inability to perform its obligations related to the automatic exchange of information.

3.11. Should obligations exist or arise for the Company, the performance of which is conditioned by the Customer's status as a local or foreign person, the Company shall perform its obligations in accordance with the status indicated by the Customer. All potential damages resulting from incorrect indication of this status by the Customer shall be borne by the latter.

3.12. For opening and maintenance of accounts, including Electronic Money Accounts, Customers shall owe fees to the Company as specified in the Tariff, according to the type of account and the services used.

Closing of Payment Accounts

3.13. The Customer may at any time order through MyFin (without prior notice) closing of their payment account, unless expressly agreed otherwise and provided there are no outstanding liabilities to the Company. The account Agreement shall be terminated with closing of the account, or with the expiration of a date/term expressly agreed between the parties, if such exists.

3.14. Upon termination of the account Agreement before the expiration of 6 months from the date of its opening, a fee shall be due under the Tariff.

3.15. The account can also be closed and the account Agreement terminated at the initiative of the Company as follows:

- with 60 (sixty) day notice to the Customer, sent electronically via MyFin, after expiration of the notice. The Company is not obliged to give reasons for termination of the Agreement and closure of the account;
- without notice, after expiration of the term for which the account was opened.

3.16. Upon termination of the Agreement, the Customer shall be obliged to repay any debit balances on their accounts and fulfill any other obligations to the Company, including fees and charges due for account maintenance, use of cards or other payment instruments, before expiry of the termination notice. Monthly fees paid after the beginning of the month for which they were due, shall not be considered paid in advance.

IV. ELECTRONIC MONEY

4.1. By opening an Electronic Money Account under Section III above, an Agreement shall be entered into for an Electronic Money Account and use of Electronic Money services (when such services are available in MyFin), under these General Terms.

4.2. Receiving/sending funds to/from an Electronic Money Account can be done by credit transfer from/to another account kept with MyFin EAD or with another payment service provider, or through other payment services provided by the Company, under the following conditions:

4.3. In order to receive a transfer to their Electronic Money Account, the Customer must have provided the payer with the account identification number (IBAN) and BIC code provided to the Customer by MyFin.

4.3.1. Upon each receipt of funds to the IBAN of the Customer's Electronic Money Account, MyFin EAD shall automatically issue Electronic Money at face value (for the same amount and currency as the amount and currency of the transfer received) and credit the Electronic Money Account with a value date the same business day on which the Company's account was credited with the amount of the transfer.

4.3.1.1. Upon receipt of funds in a currency other than the currency of the Electronic Money Account, the Company shall convert the amount received in accordance with item 3.5. above and issue Electronic Money in the currency of the Electronic Money Account.

4.4. In order to make outgoing transfers from their Electronic Money Accounts, Customers shall place orders, entering the required data and information and following the procedure of MyFin for execution of transfers set out in Section V of these General Terms.

4.4.1 Transfers to accounts with other payment service providers, as well as to accounts with the Company other than Electronic Money Accounts, shall be executed after automatic redemption of the Electronic Money at face value (the same amount and currency as the amount and currency specified in the payment order).

4.4.1.1. Should a payment transaction be ordered in a currency other than the currency of the Electronic Money Account, the Company shall convert the amount in accordance with item 3.5. above and redeem the Electronic Money in the currency specified in the payment order.

4.4.1.2. The Company shall execute transfers subject to sufficient available balance on the account for the transfer amount and for the fees due, as specified in Section V „Execution of transfers“.

4.5. Issuance and redemption of Electronic Money and execution of payment transactions to/from the Electronic Money Account shall be subject to fees and commissions under the Tariff.

4.6. MyFin EAD shall provide the Customer with information about the dates and amounts of issued/redeemed Electronic Money and about the transactions performed to/from the Electronic Money Account in the Statements section of MyFin.

Prepaid Cards

4.7. At the request of Customers, the Company shall issue Prepaid Cards to their Electronic Money Accounts, with standard limits or limits selected by Customers.

4.7.1. A Prepaid Card on which the names of the Customer are written is personalized to the Customer as an Authorized User and can only be used by that Customer. A Prepaid Card that is not personalized with the Customer's names may be used by the Customer or by third parties to whom the Customer has provided the card or granted access to it, for which the Customer shall bear full responsibility.

4.8. With a Prepaid Card providing access to the Electronic Money Account of the Customer, transactions can be performed within the scope, under the conditions and procedures, and subject to the responsibilities specified for debit payment cards in the section below, and according the type card – on plastic, Digital or Virtual.

4.9. When performing payment transactions whereby the Electronic Money Account of the Customer is credited/debited, the provisions for Electronic Money transactions set out in items 4.2. – 4.4. above shall apply.

4.10. For the issuance and maintenance of the Prepaid Card, as well as for the execution of payment transactions with it, the Customer shall owe fees to the Company under the Tariff.

Closing of Electronic Money Accounts

4.11. The Customer may at any time terminate the use of services related to Electronic Money and close their Electronic Money Account. Upon closing their Electronic Money Account the Customer shall:

4.11.1. transfer the available balance to another account, or submit a request for redemption of the Electronic Money;

4.11.2. return any prepaid plastic card (s) issued by the Company.

4.12. By closing the Electronic Money Account, individualized with the respective IBAN, regardless of the reasons for that, the agreements between the Company and the Customer as an Electronic Money holder with regard to the Electronic Money services provided through that account shall be terminated (termination/expiration of the Electronic Money Agreement).

4.13. Upon closing the Electronic Money Account and termination of the Agreement by the Customer, the latter may request the Company, via MyFin, to redeem the entire available balance of Electronic Money held by the Customer, after deducting the fees due.

4.14. The Company shall transfer the redemption amount for the Electronic Money above to the Servicing account or to another account expressly indicated by the Customer, including with another PSP, less the amount of fees due (redemption fee under the Tariff , currency exchange fee if applicable, transfer fee).

V. EXECUTION OF TRANSFERS

Credit transfers

5.1. The Company shall execute payment orders provided that:

5.1.1. the payment order submitted by the Customer (User) contains all the requisites and is accompanied by all the documents required by law or by the Company;

5.1.2. the Customer has provided a complete and accurate account identifier – IBAN or other unique account identifier – and, if necessary the business identification code (BIC) of the PSP of the payee, by filling them in the payment order;

5.1.3. there is sufficient account balance for execution of the ordered transaction and for payment of the fees associated with its execution.

5.2. The Company shall transfer the full amount of the payment transaction. Execution of partial transfers on separate payment orders is not allowed.

5.2.1. The Company shall not be responsible for damages from non-execution of payment orders due to insufficient balance on the account from which the transfer was ordered, regardless of whether there was sufficient balance in other accounts or in the Servicing account.

5.3. The Company, when acting as payment service provider of the payee, shall be entitled to withhold the fees due to it for execution of the payment transaction from the transferred amount before crediting the account of the payee. The amount of fees withheld shall be indicated separately from the transaction amount in the information provided to the payee.

5.4. Payment orders shall be executed according to the chronological sequence of their receipt in the Company and the conditions of the payment system through which they are executed.

5.4.1. The Company shall execute orders following the sequence of their receipt and registration, and up to the current available balance on the account.

5.4.2. Blink immediate transfer orders (with "completed" status) shall be executed immediately upon receipt, with a value date on the same day, provided that the payment service provider of Payee is accessible through the immediate payment system.

5.4.3. The Client shall be obliged to check the status of implementation of the payment orders initiated by him, and give timely alert in case of any identified discrepancies. An order with "completed" status shall be deemed accepted for implementation by the Company, and may not be cancelled through MyFin.

5.4.4. The Company shall not be responsible for transfers not executed due to inaccessibility of the respective payment service provider through the immediate payment system or to processing failure by other participants in the payment process.

5.4.5. The Company shall send notifications in the Client's profile in MyFin for all Blink immediate transfers: executed, received or failed.

5.5. The Company shall not execute payment transactions that are inadmissible under applicable law, the rules for execution, or the terms agreed in the Framework Agreement.

5.5.1. In case of refusal to execute a payment transaction, the Company shall, at the request of the User inform the User of the reasons for refusal and of the ways to remedy the shortcomings that led to such refusal, unless there is a ban on providing this information under Bulgarian or EU legislation.

5.5.2. In case of refused payment transaction due to failure by the User to meet a condition under the Framework Agreement, the User shall owe the Company a notification fee.

5.6. All transfers shall be executed on shared fees (SHA) terms, regardless of the currency and territory of execution.

5.7. Where a payment order has been executed in accordance with the IBAN specified therein, the order shall be deemed to have been correctly executed with respect to the payee.

5.7.1. The Company shall not be responsible for non-execution or incorrect execution of payment transactions in cases where the IBAN/unique identifier specified by the User is inaccurate or invalid.

5.8. In case of non-execution of a payment transaction due to a closed account, or inaccurate or invalid IBAN/unique identifier, the Company shall make reasonable efforts to refund the transaction amount to the account of the payer. For such refund, the Company shall charge a fee under the Tariff.

Internal transfers via secondary identifier

5.9. MyFin EAD shall provide its Customers with the option to send and receive transfers to/from other Customers of the Company (natural persons), through a secondary identifier – the mobile phone number of the payer/payee, linked to and referring to the IBAN of the Customer's account.

5.9.1. Transfers under item 5.9. shall not require entering the IBAN of the payee. Instead, the Customer shall select from the list of contacts on his Mobile Device a mobile phone number that the payee has registered with MyFin, and correctly fill in the required fields (amount, currency and reason for payment) in the transfer screen.

5.9.2. One or more payee accounts (IBANs) may be linked to their mobile device number. When the payee has a linked account in the currency of the transfer, that account shall be automatically credited. In case the payee does not have an account in the currency of the transfer, the Servicing account shall be credited under item 3.4. above, and currency conversion made under item 3.5 above.

5.10. The Customer consents and authorizes the Company to access the Contacts list on their mobile device for the purpose of indicating the mobile phone numbers of other Users of the service.

Request to pay via link

5.11. MyFin EAD shall provide the „Request to pay via link“ service to its Customers (natural persons) registered in MyFin.

5.12. The payee can initiate a Request to pay by generating and sending to the payer a link providing the necessary transfer information (amount, currency, reason, payee). The Payer (Customer MyFin

EAD) may accept or decline the request. If he accepts, the payment shall be executed as a credit transfer to the payee, confirmed by the payer by entering a one-time code sent by SMS to the payer's mobile phone number registered in MyFin.

Receive money via link

5.13. A Customer can receive from another natural person (payer) registered in MyFin, a link with transfer information (amount, currency, reason). The payee may accept or decline the transfer. If he accepts, the payment shall be executed as a credit transfer confirmed by the payer by entering a one-time code sent by SMS to the payer's mobile phone number registered in MyFin.

5.14. Links under item 5.12. and item 5.13. shall be one-time, unique (for a specific transaction) and valid for 3 days from the date of their generation. When transferring amounts under item 5.12. and item 5.13., the provisions of item 5.9.2., sentences. 2 and 3 shall apply.

Adding money to accounts

5.15. Customers may at any time transfer funds to accounts kept in their name with MyFin via payment cards.

Service packages

5.16. The Company shall offer its Customers services and products included in packages, under terms, conditions and fees specified in the Tariff.

5.17. The fee for servicing a package shall be collected by the Company upon purchasing the package, from the Servicing account, where Customer must provide sufficient funds. The package selected by the Customer shall be automatically extended for next periods, provided that on the expiry date (the date of renewal of the package for a next period) there are sufficient funds on the Servicing account to cover the renewal fee. In case the date for renewal of a package falls on a non-business day, the Customer must provide sufficient funds on the Servicing account on the previous business day. The validity of packages, as well as their automatic renewal for next periods, shall be suspended from the moment the Customer selects the free option from the Mobile Application menu.

5.18. If the Customer fails to provide sufficient funds for payment of the package fees, the terms of the package shall become inactive and the Customer shall owe the Company fees and commissions for the package products and services used, including account maintenance fee(s), according to the current Tariff.

5.19. In case the Customer has not used all or part of the products and services included in a package during the respective monthly period, the right to use these products and services shall not be transferred for a subsequent period.

Utility payments

5.20. Customers can make utility payments through MyFin, including to use a functionality whereby such payments are performed automatically, under conditions specified by Customers, as well as payments to merchants (utility providers) included in the service.

5.20.1. MyFin EAD shall provide Customers who have signed up for the service with access to information about their due payments, retrieved automatically from an information exchange system maintained by third-party service providers.

5.20.2 To make a payment, Customers must indicate in electronic form the amount, recipient, as well as other details relevant to the specific payment. In case the details are retrieved from an automated information exchange system, Customers must make sure that such details are correct prior to making the payment.

5.20.3. When signing up for automatic payments, Customers authorize MyFin EAD to make payments on their behalf and for their account of due obligations to the selected utility providers, in accordance with the conditions specified by Customers.

Personal Financial Management /PFM/

5.21. MyFin EAD shall provide Customers with the option to use the Personal Financial Management (PFM) functionality. Through it, Customers can manage, track and analyze their personal finances/expenses by creating a monthly budget, tracking payments in various predefined categories (e.g. utilities, payments by type of retail outlet, etc.), which Customers can change, remove or expand (including merchant location if available, transactions performed abroad, etc.).

5.21.1. Information available in the Personal Financial Management functionality is based on data provided by merchants on payment type/category, merchant name and location. MyFin EAD shall not be responsible for information provided that is not complete or up-to-date, nor for any damages or lost profits resulting from that.

“Marketplace” service

5.22. The Company provides for its Customers an opportunity to purchase through MyFin vignettes, tickets, articles and other products/services offered by partners of MyFin EAD.

5.22.1. Payment of the value of the products/services can be performed through each payment account opened in the name of the Customer in the Company.

5.23. In case of purchase of vignettes through MyFin - Terms and Conditions for using of service connected with request, payment and generating of electronic vignettes through MyFin – an addendum and integral part of these General Terms shall also be applicable.

Charity

5.24. MyFin EAD provides for its Customers an opportunity to participate in different charity initiatives and social projects, including by purchasing through MyFin articles offered by partners of the Company. The funds received by Customers shall be transferred to account of the respective partner of MyFin EAD for the purposes of the charity cause.

Other conditions

5.25. The Company may set limits for execution of payment transactions or introduce other restrictions, as well as establish additional requirements, including procedural ones, when necessary due to requirements of current legislation, or in order to maintain a level of security in line with technical standards, conditions and policies for electronic and mobile banking.

5.26. The Company shall make information about current limits, requirements and other conditions available to Customers by publishing it on its website at www.myfin.bg.

5.27. For execution of transfers in national or foreign currency and other transactions related to them, the User shall pay to the Company fees in the amount, frequency and under conditions set out in the Tariff.

VI. ISSUANCE AND USE OF PAYMENT CARDS

6.1. MyFin EAD shall issue payment debit cards, which can be plastic, digital or virtual, as well as Prepaid Cards (as specified in items 4.7 - 4.10. above) and execute payment transactions with them.

6.2. The issuance of a Debit Card of the Customer's choice – plastic, digital, virtual or prepaid, ordered electronically under the procedure established in MyFin, and confirmed by the Customer by pressing the button „Request a new card“, and by the Company – by activating the card, shall be considered entering into an agreement for the respective payment card under these General Terms.

6.3. The Company reserves the right to refuse the issuance of a card without giving reasons for that.

Plastic debit cards

6.4. Plastic debit cards are personal, issued to a natural person (Authorized User), and intended for use in the country and abroad at payment terminals bearing the trademark of the respective card. The Company undertakes to execute the following transactions by order of the Customer:

- 6.4.1. cash withdrawal at ATM terminals;
- 6.4.2. cash deposits at ATMs of Fibank in the country having deposit functionality;
- 6.4.3. payment for goods and services, including at the initiative of or through the payee, as well as cash withdrawals at POS terminals;
- 6.4.4. payment for goods and services via Virtual POS terminals;
- 6.4.5. transfers between payment accounts via ATM terminals;
- 6.4.6. payment for services via ATM terminals;
- 6.4.7. references and other payment and non-payment transactions.

6.5. At the request of a Customer with an account opened in MyFin, the Company shall issue to the account maintained in the name of that Customer a Debit Card, which may be of different types.

6.6. By using the card at a payment terminal by inserting/sliding/approaching/tapping the card, and in cases where the payment terminal so requires – also by entering a PIN and/or by signing the transaction document, as well as by providing a CVC2/CVV2 code or 3D Dynamic Password/3D Static Password when paying for goods or services over the Internet, Authorized Users identify themselves and certify the authenticity of the transaction, give their consent and order the Company to execute the transaction, which unconditionally binds them with its consequences, the Company not being responsible for any damages or lost profits resulting from such execution.

6.6.1. In case of a payment transaction made at the initiative of or through the payee, by providing the card identifying data (card number, validity, CVV2, CVC code) to the payee, the payer agrees that the payee initiates the payment transaction and that the Company executes it, which binds the payer with the consequences of such execution. The Company shall execute it as a transaction duly authorized by the payer and shall not be responsible for any damages or lost profits resulting from such execution.

6.6.2. When using the card for payment of goods and services the Customer shall, before confirming the transaction, make sure that the payment amount is correct.

6.7. Each payment card (except for virtual cards) shall be issued with a unique personal identification number (PIN). The PIN is a combination of four digits and serves to identify the Authorized User when performing transactions under these General Terms. The PIN for each card is generated automatically, and the Company ensures its confidentiality until it is handed over to the Authorized User.

6.7.1. The card and its PIN can be provided to the Customer in person, or sent by courier. The PIN can be changed at any time by the Customer with a new value known only to the Customer..

6.8. Upon expiration of the validity of a plastic card, the Company shall automatically issue a new card. Not earlier than 10 (ten) days before the expiration of the validity of the card, Customers may receive their new card in the manner specified in item 6.7.1. If the Customer does not wish to be issued a new card, they must notify the Company in writing no later than 30 (thirty) days before the expiration date of the old card. The Company reserves the right not to renew any of the cards issued to an account without giving reasons for that.

6.9. The card is the property of the Company and the Customer is obliged to return it to the Company upon expiration of its validity or upon termination of the Agreement.

6.10. Banknotes in BGN can be deposited at ATMs of Fibank (coins shall not be accepted) under item 6.6. above and up to the limits set by MyFin and published in the MyFin mobile application.

6.10.1. The deposited amount shall promptly appear in the Account with the value date - the date of the transaction. In case the currency of the Account is other than BGN, exchange shall be

performed as the exchange rate of MyFin at the moment of debiting/crediting the account shall be applied.

6.11. Banknotes separated during processing of the deposit as suspicious or counterfeit shall be retained by Fibank for verification and their value deducted from the sum of the deposit. If after verification such banknotes prove to be genuine, their value shall be added to the Account.

6.11.1. Damaged banknotes are not accepted and shall be automatically returned by the ATM before completion of the transaction, respectively the deposit shall be decreased by their value. By entering the PIN, the Client shall confirm the final deposit amount displayed on the ATM screen and the returned banknotes, if any.

Digital cards

6.12 Digital debit cards are intended for use in the country and abroad at payment terminals (ATM, POS), allowing contactless transactions. They cannot be used for payments over the Internet or other remote means of communication that require the physical presence of the card.

6.12.1. Through digital and digitized cards (including in case of digitized Virtual card) banknotes can be deposited in cash on ATMs under the terms and conditions of items 6.4.2. and 6.10.- 6.11.1. above.

6.13. Upon expiration of the digital card, the Company issues a new card at the request of the Customer.

Virtual cards

6.14. Virtual debit cards are intended for use in the country and abroad, for making payments over the Internet, including at the initiative of or through the payee, via Virtual POS terminals.

6.15. When making payments with virtual cards, after logging into the application and providing the card number, CVC2/CVV2, validity, as well as the 3D Dynamic Password and 3D Static Password under item 6.18. and item 6.19. below, for payment for goods or services ordered online, Authorized Users identify themselves and certify the authenticity of the transaction, give their consent and order the Company to execute the transaction, which unconditionally binds them with its consequences, the Company not being responsible for any damages or lost profits resulting from such execution.

6.16. Upon expiration of the virtual card, the Company issues a new card at the request of the Customer.

Digitization of payment cards issued by MyFin in third-party applications

6.17. Debit cards issued by MyFin - plastic, digital and virtual can be digitized and used in third-party applications according to the Terms for digitization and use of MyFin cards through third-party applications – an addendum and an integral part of these General Terms.

6.17.1. Unless otherwise indicated in the Terms under item 6.17, the provisions of these General Terms shall also apply to Cards digitized in third-party applications.

6.17.2. Regarding the validity period of Cards digitized in third-party applications and their renewal, the Terms for digitization and use of MyFin cards through third-party applications shall apply.

3D security

6.18. Cards issued by the Company are pre-included in additional security programs, according to the type of card, that offer a safer environment for online payments, providing a 3D Dynamic password for each specific transaction (with a specified amount and payee) in combination to which a 3D Static Password is added when confirming card payments over the Internet.

6.19. The 3D Dynamic Password and the 3D Static Password are delivered to the Authorized User via SMS message to the mobile phone number of the Authorized User registered with the Company.

The 3D Static Password can be changed and, if necessary, a new one can be requested by the Authorized User via MyFin.

Blocking

6.20. The Company may block the use of a payment instrument and/or access to the Payment Account for objective reasons related to:

- a) the security of the payment instrument/account;
- b) suspicion of unauthorized use of the payment instrument/account;
- c) use of the payment instrument/account for fraudulent purposes;
- d) significantly increased risk that the Customer may be unable to meet their payment obligations.

6.21. The Company shall notify the Customer, via the agreed methods of communication, of blocking the payment instrument, respectively access to the payment account and of the reasons for such blocking, if possible before blocking happens or at the latest immediately thereafter, unless the provision of such information to the Customer is prohibited for security reasons or by regulatory requirements.

6.22. The Company shall unblock the payment instrument or replace it with a new one after the reasons for blocking are no longer in place.

6.23. The Company shall allow access to the payment account as soon as the reasons under item 6.20. are no longer in place. In case blocking is done at the request of the Customer, the account shall be unblocked only after online submission of an unblocking request by the Customer.

Termination of a Payment Card Agreement

6.24. The Card Agreement (including for plastic, Digital and Virtual cards) shall be effective for the term of validity of the card, unless the Agreement is terminated early on any of the grounds listed below, or the Company is notified by the Customer for loss of the Mobile Device (for Virtual and Digital cards, including Cards digitized in third-party applications).

6.25. The Customer may terminate the Card Agreement at any time during its term, with 30 (thirty) days written notice submitted through MyFin, provided that the Customer has fully repaid the debit balance on the account and has fulfilled all their obligations to the Company.

6.26. The Card Agreement can also be terminated at the initiative of the Company, with 60 (sixty) days written notice to the Customer, submitted through MyFin.

6.27. In all cases of termination of the Card Agreement:

6.27.1. The Company may block all cards issued to the account, including Digital/Virtual or Cards digitized in third-party applications, on the day of receipt, respectively of sending the notice for termination/non-renewal of the Card Agreement, and deactivate them upon expiration of the notice period.

6.28. All outstanding obligations, including for payment transactions made with the Card(s) prior to the date of termination of the Agreement that were received after that date, shall remain due by the Customer until final repayment. The Customer shall be liable to the Company for such obligations after termination of the Card Agreement, regardless of the grounds for termination, and the Company shall be entitled to collect them under Section X of these General Terms.

VII. OTHER SERVICES

Account information and payment initiation services

7.1. MyFin EAD shall provide account information and payment initiation services for accounts that are accessible online.

7.2. By selecting an account information and/or payment initiation service and specifying account(s)/IBAN(s) kept at one or more banks/PSPs, Customers give express consent to the Company to access the specified account(s) in order to provide the requested services.

7.3. The account information service is an online service whereby MyFin EAD provides summary information about one or more payment accounts of the Customer kept at one or more banks/payment service providers.

7.3.1. When providing information on an account of the Customer kept at another payment service provider, MyFin shall display summary account information, including account balance, transactions over a certain period of time, and other information as provided by PSP servicing the account. MyFin EAD shall not be responsible for the completeness and timeliness of the information provided.

7.4. Payment initiation services for accounts kept at other PSPs shall be performed by the Company by initiating payment on behalf and for the account of the Customer, with the data and information (payee, IBAN, amount, etc.) specified by the Customer, and subject to the transfer limits established by the PSP servicing the account. MyFin EAD shall not be responsible for initiating payments containing inaccurate or invalid data provided by the Customer such as IBAN, amount, payee, etc.

7.5. The Company shall not be responsible for actions or inactions of other PSPs servicing the Customer's accounts (such as interruption or termination of operations, inability to perform the service, technical difficulties, etc.), nor for any damages resulting therefrom. MyFin EAD is not a party to the legal relationship between the Customer and other PSPs. Fees charged by other PSPs servicing Customer's accounts are separate from the fees charged by the Company.

Currency exchange (purchase and sale of currency)

7.6. Currency exchange shall be performed in MyFin by debiting, respectively crediting the Customer's account with the currency of the transaction.

7.7. Purchase and sale of currency shall be performed at the buy/sell rates of the Company announced at the time of the transaction, unless otherwise agreed.

7.8. MyFin EAD shall provide Customers with information on its current exchange rates online, through MyFin.

7.9. Fees and commissions due from Customers in connection with the currency exchange shall be determined under the Company's Tariff.

VIII. SECURITY MEASURES AND RESPONSIBILITY

8.1. After Customer registration and activating the access for using the MyFin mobile application according to item 2.8. above, Customers shall be identified when logging into MyFin by a password chosen by them and/or by biometric data (fingerprint/facial recognition) via the Mobile Device. The Company shall use the functionality of the Mobile Device without storing such data.

8.1.1. Payment transactions shall be executed after authorization by the Customer, which shall be considered given upon receipt by the Company of an order placed in compliance with the specific requirements depending on the type of payment service and payment instrument used, as specified in these General Terms and following the established in MyFin procedures and requirements, as well as after verifying the Customer's identity with a password and biometric data.

8.1.2. When executing internal transfers between Customer accounts with MyFin, as well as transfers to accounts with other PSPs specified by the Customer by entering them in the list of trusted payees, confirmed by the Customer for each person included in the list by a one-time code received on the Customer's mobile phone registered in MyFin, the Company shall enable the Customer to make transfers to such accounts without entering additional transaction confirmation for the purpose of verifying his identity.

8.2. Customers' due care for safekeeping of payment instruments and personalized security features (PINs, passwords, 3D Dynamic Passwords, 3D Static Passwords, etc.) is of paramount importance for prevention of fraud or unauthorized access, and for account protection.

8.3. With regard to payment instruments and personalized security features, Customers shall:

8.3.1. use payment instruments (and the respective means for their use) only personally and in accordance with the conditions for their issuance and use, as well as protect them from loss, theft, forgery, unauthorized access or other illegitimate use;

8.3.2. notify the Company in case of destruction, loss, theft, misappropriation, disclosure or suspected disclosure of the personalized security features by a third party; of unauthorized use of the payment instrument by a third party; of transactions performed that were not authorized by the Customer or of errors found by the Customer in keeping the account; immediately upon becoming aware of any of the above, as well as provide the Company (upon request) with the related data and documents. Contact phone:

☎ 070016429

8.3.3. after receipt of a payment instrument (when accessing the MyFin online customer service system) take all necessary measures for safekeeping the details of the instrument (including number, code written on it, etc.), as well as the personalized security features such as PIN, password, 3D Dynamic Password, 3D Static Password, username and others; not write down any of these features or store them together with the payment instrument; not provide the payment instrument or allow its use by a third party, respectively take all precautions so that the payment instrument and/or the personalized security features cannot be used by a third party.

8.3.4. keep payment instruments/mobile devices with good care; protect them from mechanical damage and only use them personally, in accordance with the conditions for their issuance and use in compliance with the security measures and the provisions of these General Terms, and for Cards digitized in third-party applications – also of the Terms for digitization and use of MyFin cards through third-party applications.

8.4. Customers shall observe and regularly update themselves on the security measures, depending on the specific payment instrument, which measures are provided by the Company at www.myfin.bg, as well as in MyFin.

Responsibility

8.5. The Customer shall bear all losses related to unauthorized payment transactions arising from the use of a lost, stolen or misappropriated payment instrument, amounting to BGN 100.

8.6. The Customer shall bear all losses related to unauthorized payment transactions, regardless of their amount, when the Customer has caused them by fraud or by failure to fulfill one or more of the Customer's obligations to use payment instruments in accordance with the conditions for their issuance and use, to protect their personalized security features, or by failure to fulfill the obligations under item 8.3. and item 8.4. of these General Terms, intentionally or through gross negligence.

8.7. In the event of unauthorized payment transactions or reasonable suspicion of fraud, the Company shall notify the relevant competent authorities to that effect.

8.8. The Company's liability in cases of non-execution, inaccurate or delayed execution of a payment transaction shall be limited only to Consumers and to the amount of direct losses and damages (i.e. to the amount of fees and interest paid by them).

8.9. After receipt of the notification under item 8.3.2. the Consumer shall not bear losses resulting from the use of a lost, stolen or misappropriated payment instrument, except where the Consumer has acted fraudulently.

8.10. For card payment transactions made at the initiative of or through the payee, the payer has the right to request from the Company a refund of the full amount of the already authorized and executed payment transaction within 56 days from the date on which the payer's account was debited, provided that the following conditions are met simultaneously, to which effect the payer shall present evidence:

a) at the time of giving authorization to execute the payment transaction its exact value was not specified, and

b) the value of the payment transaction exceeds the value expected by the payer in view of the payer's previous expenses for such transactions, the terms of the payer's account/card agreement with the Company, these General Terms and other specific circumstances. The payer cannot refer to reasons related to currency exchange when the reference exchange rate agreed with the Company has been applied.

8.10.1. The Company shall, within 10 business days of receipt of the request, refund to the payer the full amount of the payment transaction, or refuse the refund, stating the grounds for refusal and the authorities to which the payer may object if he does not accept the grounds for refusal. The refund shall include the full amount of the executed payment transaction, the value date of crediting the payer's account being not later than the date on which the account was debited with the transaction amount.

8.10.2. The payer shall not be entitled to a refund under item 8.10. if the payer has given consent for execution of the payment transaction directly to the Company or, where applicable, if Company or the payee have provided or have made available to the payer information about the forthcoming payment transaction in a manner agreed at least 28 days before the date of its execution.

Corrective transactions

8.11. The Company shall perform corrective transfers within the terms and conditions provided by law.

8.12. The Company shall correct unauthorized or incorrect payment transactions at the request of the Customer, if the Customer has notified it without undue delay after becoming aware of such transactions. The Customer shall be deemed to have become aware of unauthorized or incorrect payment transactions at the latest upon receiving/accessing such information as provided under the "Reporting" section of these General Terms. The Company may also correct payment transactions at the request of the Customer after this period, but not later than 13 months from the date of debiting the account, when the delay was due to unforeseen circumstances beyond the control of the Customer. In this case, the notification shall be deemed received upon presentation of the relevant documents.

8.13. The Company can make a corrective transfer on its own accord, notwithstanding any restrictions in applicable law or in the Agreement, insofar as the funds received as a result of an incorrectly executed payment order do not belong to the Customer.

8.14. In case of an unauthorized transaction, respectively a transaction that was not executed or was incorrectly executed, the Company shall, where necessary, when servicing the payer, including for transactions initiated through another PSP, restore the account balance to the state it was prior to execution of the transaction, and when servicing the payee – credit the payee's with the respective amount, with value date not later than the date on which the account would be credited if the transaction was performed correctly and without delay, reserving the right to debit the amount from the account if the refund/crediting is found to have been unjustified.

8.14.1. In the event of a transaction that was not executed or was incorrectly executed the Company shall, at the request of the payer having ordered such transaction, take due care to track the payment and notify the payer of the result without charging the payer a fee for that.

IX. FEES AND COMMISSIONS

9.1. For the payment and other services used, Customers shall owe to the Company fees and commissions determined by type, amount, periodicity and other conditions by the current Tariff effective at the date of their payment. The Company has the right to debit any account of the Customer with the amounts due, as provided under Section X „Automatic debiting” of these General Terms.

9.2. In the presence of additional expenses in the country or abroad such as postage, telephone, courier and the like, payable to third parties in connection with the performance of the services, including those of foreign banks or third party providers, such expenses shall be paid by the Customer.

9.3. The Tariff is an integral part of the Framework Agreement and these General Terms. Customers declare that they are familiar with the Tariff and accept its application in their relationship with the Company, together with any current amendments and supplements thereto.

9.4. The Tariff shall be amended and supplemented by a decision of the Board of Directors of MyFin EAD. The current Tariff is available on the Company's website at: www.myfin.bg, as well as in the MyFin online customer service system. The Company shall announce changes in the Tariff at least 2 months prior to their becoming effective, unless such changes are more favorable to the Customer or are related to expansion of the scope of payment and other services/products provided by the Company, in which case changes shall take effect immediately.

X. AUTOMATIC DEBITING

10.1. By accepting these General Terms and Conditions, Customers give express and irrevocable consent and authorize the Company to automatically collect all amounts due by them, regardless of the legal basis for their occurrence and of the quality in which the Customer appears in each particular case (User, Electronic Money holder, payer or other), from any account of the Customer kept with the Company.

10.2. The Company may debit the entire balance on the Customer account(s), and in case of insufficient available balance, the rest of the amounts due shall be collected from subsequent receipts on the account(s). When collecting amounts due from Customer accounts which are in another currency, the Company shall apply its exchange rate for the respective currency effective for the day of the transaction. The Company shall notify Customers of the grounds, amounts and value dates of amounts automatically debited from their accounts by providing such information in the „Statements“ section of MyFin.

10.3. The rights of the Company under items 10.1.-10.2. above shall also apply in the case of corrective transfers within the meaning of the LPSPS, as well as in case the Company is notified and/or becomes aware of funds received on account(s) as a result of crime, abuse of rights or fraud, such circumstances being sufficient grounds for the Company to block the account. Depending on the case, the Company can make a corrective transfer to refund amounts unduly received on the Customer's account, and/or by order of a legally established person/authority transfer such amounts to an account specified by such person/authority in compliance with legal provisions.

XI. REPORTING

11.1. MyFin EAD shall provide Customers with information about the IBANs and other unique identifiers of their accounts kept with the Company, the entire history of their transactions, including Electronic Money transactions and card transactions with Digital cards, Virtual cards and Prepaid Cards and other payment instruments, fees, initial and final account balances for a certain period of time, by making such information available to Customers in electronic form in their MyFin account, „Statements“ section.

11.2. At the request of the Customer, the Company may also issue other documents regarding transactions performed, account balances or other information, including for previous periods, as well as provide them on paper or other medium subject to payment of a fee under the Tariff. For providing information at the request of the Customer in different frequency or volume or on a different medium, the Customer shall owe a fee under the Tariff.

11.3. The Customer shall regularly check (at least once every two weeks) the reporting information for completeness and correctness, and in case of discrepancies shall notify the Company without delay.

11.4. The Customer shall immediately notify the Company in case they do not receive the reporting information within the time period normally required.

11.5. The Customer shall be deemed to have learned of an unauthorized or incorrectly executed payment transaction at the latest upon receipt of the information set out above, in which case they shall be obliged to immediately notify the Company.

11.6. If the Company does not receive a written objection within 45 days from the date of a transaction (debiting/crediting the account), it shall be deemed that the Customer has received and approved the reporting documents and payment services related to it.

XII. CHANGES TO THE FRAMEWORK AGREEMENT

12.1. The Company may change the Framework Agreement by changing these General Terms, in which case it shall notify Customers at least 2 (two) months prior to entry into force of the respective change by sending an electronic message via MyFin, by posting a notice on its website at: www.myfin.bg, by phone, e-mail or by other appropriate means.

12.1.1. This procedure shall not apply for expanding the scope of payment services provided, new MyFin functionalities, or changes in the pricing or terms of payment services provided when they are more favorable for the Customer, in which case changes shall be introduced without prior notice.

12.1.2. In case of changes in the legislation affecting these General Terms, the General Terms shall be changed accordingly from the entry into force of the respective change, unless the change concerns dispositive legal norms.

12.2. In the event that Customers disagree with the changes, they shall be entitled, after full repayment of their obligations to the Company, to terminate immediately (without owing compensation or penalty in connection with termination due to changes in these General Terms) the Agreement for use of the product or service affected by the change, concluded under these General Terms, or terminate the entire Framework Agreement before the date on which the changes are proposed to take effect, by written instruction sent electronically to the Company through MyFin, without prior notice. If Customers do not terminate the Framework Agreement until the date of entry into force of the proposed changes, Customers shall be deemed to have accepted the changes and be bound by them.

XIII. TERMINATION OF THE FRAMEWORK AGREEMENT

13.1. Customers may terminate the Framework Agreement at any time during its term, with 30 (thirty) days written notice submitted through MyFin, provided that Customers have fulfilled all their obligations to the Company.

13.2. The Agreement can also be terminated at the initiative of the Company, with 60 (sixty) days written notice to the Customer, submitted through MyFin.

13.3. The Company may unilaterally terminate all agreements for the provision of payment or other services/products entered into under these General Terms immediately and without notice to the Customer and close the account, as well as terminate all payment services and instruments provided through the account, in case of failure by the Customer to fulfill any of their obligations under the Framework Agreement, these General Terms, or the specific terms and conditions for the respective service (if any). Upon termination of the Framework Agreement under this clause, the Company shall not owe the Customer a refund of any fees paid in advance.

XIV. OTHER PROVISIONS

14.1. In fulfilling its obligations under these General Terms and Conditions, the Company shall not be liable in cases of extraordinary or unforeseen circumstances beyond its control, the consequences of which would inevitably occur, despite efforts to prevent them, as well as in cases where the Company has acted in compliance with a statutory obligation under European Union law or the law of a Member State.

14.2. The Customer undertakes to immediately notify the Company in writing of any change in the data that has served as basis for entering into an agreement under these General Terms. Changes in documents submitted to the Company and/or in presented circumstances and/or acts shall only be effective with respect to the Company from the moment the Company has been notified in the above manner of the respective change, regardless of whether the change has been registered in a public register.

14.3. The amount of the Customer's obligations to the Company shall be determined on the basis of the Company's accounting entries. Entries for all transactions, including card transactions, are accounting documents within the meaning of the Accounting Act and are shall be considered correct until proven otherwise.

14.4. The records kept by the Company of orders for execution of transactions and of other information shall be accepted as final proof with regard to their content, as well as to the time when they were submitted or executed.

14.5. The Parties expressly agree that all requests, orders, communications and other electronic statements made between the Company and the Customer shall be deemed to be validly signed electronic documents within the meaning of the Electronic Document and Electronic Certification Services Act /EDECSA/ and Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, and shall be binding on the parties until final settlement of the relations between them. The Company and the Customer agree, in accordance with Art. 13, para. 4 of EDECSA, that any of the means for electronic signing/confirmation used by the parties, including, in the Mobile Application, selection/marketing of fields or pressing of buttons for confirmation/consent to an action/transaction, passwords or biometric data (fingerprint, facial recognition) or a combination thereof, shall have the effect of an electronic signature according to Art. 13, para. 1 of EDECSA, respectively shall have the force and meaning of a handwritten signature, certifying the truthfulness and authenticity of the electronic statement for ordering transactions, signing agreements, and/or confirmation of other actions/ transactions performed electronically by the respective party.

14.6. As a payment service provider MyFin EAD takes due care and protects data and information provided by the Customers as confidential and does not disclose them to third parties, except in cases when such disclosure is based on legal requirements, including for the purposes of automatic exchange of tax information.

14.7. The Company shall provide information on accounts of a deceased Customer only to their heirs, after presenting an original death certificate and a certificate of inheritance, and in the case of heirs by will – after announcement of the will under the Inheritance Act and presentation of a copy thereof. For all other issues that may arise, including for administrative actions with such accounts, the provisions of the current Bulgarian legislation shall apply.

14.8. When the payment service User is not a Consumer, items 8.5., 8.14. and 8.14.1. of these General Terms shall not apply.

XV. DISPUTE RESOLUTION. APPLICABLE LAW

15.1. Any disputes arising between the parties in connection with the execution or interpretation of the Framework Agreement entered into under these General Terms shall be resolved by mutual consent. MyFin EAD shall provide the option of filing a written complaint electronically via MyFin, under the Customer Complaint Procedure published on its website at www.myfin.bg, and in the MyFin online customer service system.

15.1.2. The Company shall process the complaint and notify the Customer of its decision via MyFin within 15 (fifteen) business days of receipt of the complaint, unless it becomes necessary to extend this period, to which effect the Customer shall be notified.

15.1.3. In the event that the Company does not issue a decision on the complaint within the prescribed period, including where such period is extended, as well as in the event the Customer disagrees with the Company's decision, the Customer may refer the dispute to the Conciliation Commission for Payment Disputes to the Consumer Protection Commission at the following address:

1000 Sofia, 1 Vrabcha street, Floor 4;

phone: + 359 2 933 05 77; e-mail: adr.payment@kzp.bg; website: www.kzp.bg

or at the addresses of the relevant regional centers, or use the Online Dispute Resolution (ODR) platform at:

<http://ec.europa.eu/odr>

15.2. In the event that mutual consent cannot be reached, either party may refer the dispute for resolution to the competent Bulgarian court.

15.3. For any matters not covered by the Framework Agreement and these General Terms, the relevant provisions of the current Bulgarian and EU legislation shall apply.

15.4. Should any provision of these General Terms be, or become invalid, this shall not affect the validity of the remaining provisions of these General Terms.

XVI. COMMUNICATION

16.1. Communication between the parties shall be conducted electronically via MyFin, in the Bulgarian language. All notifications shall be made in the manner described above, unless in these General Terms or in separate arrangements another manner of communication is provided, such as email, etc.

16.2. When entering into the Framework Agreement and registering in MyFin, Customers shall indicate their registration address, as well as any other address on the territory of the country or abroad which may be of relevance in conducting their relationship with the Company. In the event of a change in their permanent residence address, e-mail, mobile phone number and/or other data specified in the Agreement, Customers shall notify the Company within 7 days of the occurrence of such change. Otherwise all notifications, invitations, messages, codes, etc. sent by the Company to the last address/email/mobile phone specified by the Customer shall be considered delivered. The Company shall not be liable to the Customer for any damages caused in cases of non-notification or late notification.

16.3. In the event of legal proceedings in a dispute arising in connection with the conclusion, performance, interpretation, or termination of the Framework Agreement or an Agreement concluded under these General Terms, the address of the Customer indicated at the time of registration, respectively the address of the Company indicated in these General Terms, shall be considered as addresses for service of summons and court messages within the meaning of the Civil Procedure Code, unless either party has expressly notified the other party of a change of address. The Company shall not be liable to the Customer for any damages caused in cases of non-notification or late notification.

XVII. FINAL PROVISION

17.1. These General Terms of MyFin EAD for issuance and use of Electronic Money and for offering and performing payment and other services and products have been drawn up pursuant to Art. 298 of the Commerce Act, adopted by decision of the Board of Directors of MyFin EAD, and amended and supplemented by decision effective 01.03. 2022.

TERMS FOR DIGITIZATION AND USE OF MYFIN CARDS THROUGH THIRD-PARTY APPLICATIONS

I. SUBJECT AND SCOPE

1.1. These Terms for digitization and use of MyFin cards through third-party applications (the Terms) shall govern the digitization and use of Cards issued by MyFin EAD (MyFin, the Company) by Authorized Users through third-party applications.

1.2. These Terms shall form an addendum and an integral part of the General Terms and Conditions for electronic money, payment and other services of MyFin (the General Terms and Conditions), supplementing them with respect to the digitization and use of Cards through third-party applications.

1.3. Acceptance by the Authorized User of the Card of the terms of service of the third-party provider, as well as of other applicable terms of third parties, shall not preclude the operation and application of these Terms, or the General Terms and Conditions of the Company.

1.3.1. The Authorized User acknowledges that they have read and understood these Terms and accept their application in their relationship with the Company when digitizing and using Cards through third-party applications.

1.4. In the event of inconsistency between provisions of these Terms and provisions of the General Terms and Conditions of the Company, the provisions of these Terms shall prevail.

1.5. „**Digitizing**“ within the meaning of the present Terms shall mean registration by an Authorized User and storing of an issued by MyFin card in third party provider application (such as “Wallet” – for example Apple Pay, Garmin or other “Wallet”).

II. REGISTRATION AND DIGITIZATION OF CARDS

2.1. Authorized Users may digitize their Cards (plastic cards, digital or virtual cards issued by the Company under the General Terms and Conditions) in third-party applications and make card payments using a mobile device (mobile phone, smart watch, tablet, etc.) that supports the respective functionality.

2.1.1. The technical requirements to be met by the device in order to digitize and operate the Card shall be announced by the third-party provider.

2.2. When digitizing their Cards in third-party applications, Authorized Users shall observe the terms and conditions established by the respective third-party provider, by reading and understanding them and, if accepting them, follow the required steps and procedures for registration and digitalization of the Card in order to ensure safety and security.

2.2.1. Depending on the functionalities supported by third-party providers, Authorized Users may also access third-party applications through the MyFin mobile application.

2.3. Authorized Users agree that, upon digitizing a Card in third-party applications, they shall receive to the mobile phone registered by them with MyFin, an SMS message with a one-time code required to verify the Authorized User's identity and activate the Card. By entering the one-time code, Authorized Users confirm their choice to digitize their Card in the selected third-party application.

2.3.1. By performing all actions in connection with digitization of the Card, including by providing their card details, as well as the one-time verification code under item 2.3., Authorized Users identify themselves and give consent for digitalization of their Card in a third-party application. MyFin shall accept all such actions as performed by Authorized Users.

2.3.2. In the event of change, Authorized Users shall update their mobile phone number via the MyFin mobile application.

III. USE OF DIGITIZED CARDS

3.1. Cards digitized in third-party applications can be used via NFC Mobile Devices, in Bulgaria and abroad, at terminals allowing contactless transactions or at virtual POS terminals, depending on the functionality available.

3.2. When making payments with a Digitized Card through a third-party application using a Mobile Device (smart watch, mobile phone, tablet, etc.), payment orders shall be accepted according to the authorization rules established by the respective card organization and the third-party provider, which may involve use of biometric data.

3.3. Payments with a Digitized Card through a third-party application shall be accepted and executed online up to the cash advance/withdrawal limits set for the Card.

3.4. The validity of Digitized Cards shall be 3 /three/ years starting from the date of their digitization. Upon expiry, the validity shall be renewed subject to the terms and conditions established by the third-party provider, and provided that the Card being digitized is still valid.

IV. SECURITY MEASURES AND RESPONSIBILITIES

4.1. When using a Digitized Card, Authorized Users shall comply with all security measures set out in the General Terms and Conditions of the Company and those established by the third-party provider, including:

4.1.1. protect the Mobile Device carrying the Digitized Card with due care, use it only personally and take all necessary measures to prevent the disclosure, loss or unauthorized use of any of the data or personalized security features related to the Card issued by MyFin, to the Digitized Card, including in the process of its registration, or to the Mobile Device carrying it (such as card PIN, password, 3D Static and Dynamic password, including the one-time verification code under item 2.3. above, device PIN, biometric data stored on the device, etc.);

4.1.2. take due care of the Mobile Device, keep it under control and prevent access to it by third parties;

4.1.3. not store biometric or other third party data on their Mobile Device;

4.1.4. not use easily identifiable combinations for PINs, passwords, or other personalized security features;

4.1.5. not install any non-genuine software on the Mobile Device (e.g. pirated, unlicensed, etc.);

4.1.6. regularly change the access code (password, PIN) of the Mobile Device;

4.1.7. remove the Digitized Card from the Mobile Device when transferring the Mobile Device in the possession of a third party (e.g. in case of sale, lease, repair, etc.);

4.1.8. not record any information about personalized security features on/in the payment instrument itself, or store such information together with the payment instrument.

4.2. In the event that the Authorized User does not comply with the security measures set out in the General Terms and Conditions of the Company, as well as the measures under item 4.1. of these Terms, the Authorized User shall be deemed to have acted with gross negligence, in which case they shall be liable for all damages caused and bear all the losses arising out of, or in connection with the use of the Digitized Card.

4.2.1. The Authorized User shall also be liable for all damages caused and bear all the losses when acting fraudulently, or allowing the use of the Digitized Card by a third party.

4.3. Authorized Users shall immediately notify the Company in the event of damage, loss, theft or other improper use of the Mobile Device carrying the Digitized Card, as well as when suspecting that a third party has learned or could learn the personalized security features. Failure to notify the

Company in due time shall cause the Authorized User to bear all damages and losses in connection with the use of the Digitized Card. Notification phone number:

 **070016429**

4.4. The Company shall not be responsible for the actions or omissions of third-party providers (such as interruptions or discontinuations of service) or for damages resulting therefrom. The Company shall not be responsible in case of inability of the Authorized User to use the Digitized Card. The Company is not a party to the relationship between the Authorized User and the third-party provider. The fees charged by the third-party provider are separate from the fees charged by the Company.

V. TERMINATION OF USE OF DIGITIZED CARDS

5.1. To terminate the use of a Digitized Card through a third-party application, the Authorized User shall comply with the terms and conditions set for the purpose by the respective third-party provider.

5.1.1. Termination of the Digitized Card shall not terminate the Card agreement with the Company.

5.2. MyFin reserves the right to terminate the Card agreement, or to block/deactivate the Card in accordance with the provisions of the General Terms and Conditions of the Company.

For complete information on all other issues related to the issuance, use, servicing and management of the Card, please refer to the General Terms and Conditions for electronic money, payment and other services of MyFin, available at: www.myfin.bg.