

**GENERAL TERMS AND CONDITIONS  
FOR INTERNET AND MOBILE BANKING OF TEXIM BANK AD**

These General Terms and Conditions, together with the General Terms and Conditions to the Framework Agreement to open and maintain a bank payment account and to carry out payment operations, the Manuals on internet banking and mobile banking, the Request for registration for carrying out banking operations/Request for registration of a mobile device signed by the Customers and by the Bank as well as the Tariff of Fees and Commissions of Texim Bank AD and all attachments thereto, shall regulate the relations between the Bank and its Customers as well as the additional and specific conditions, procedures, rights and obligations of the parties in relation to the provision by Texim Bank AD (the Bank) and the use by Customers of services via the Internet Banking and Mobile Banking services.

The General Terms and Conditions shall be mandatory for the Customers and for the Users and shall be an integral part of the Request for registration for carrying out banking operations/Request for registration of a mobile device signed by the Bank and by the User, and together with Texim Bank AD's General Terms and Conditions to Framework Agreement to open and maintain a bank payment account and to carry out payment operations and the Attachments thereto shall have the legal force and effects of a framework agreement within the meaning of the Payment Services and Payment Systems Act (PSPSA).

Texim Bank AD is a commercial bank domiciled in the city of Sofia, Region of Vazrazhdane, postal code 1303 and having its registered office at: 117 Todor Aleksandrov Blvd., registered with the Trade Register kept by the Registry Agency under company ID number [EIK] 040534040 and licensed to carry out banking operations, including as provider of payment services. The Bank's operations are regulated by the Bulgarian National Bank of 1 Alexander Battenberg Square, city of Sofia. The Bank's electronic address is [www.teximbank.bg](http://www.teximbank.bg).

Within the meaning of these General Terms and Conditions and the Manuals for Internet Banking and for Mobile Banking:

"Customer" means any natural person and legal entity in whose name and on whose behalf actions are being taken in the Internet/Mobile Banking system as follows: Natural persons, in person or by natural persons authorized by them who hold a personal QES and/or a PIN code for Mobile Banking; and legal entities through their lawful representatives and/or authorized natural persons who have a personal QES /PIN code for Mobile Banking;

"User" means any natural person registered with the Internet/Mobile Banking system with such rights as set by Customer's Signature Owner(s) and as specified in the Request for registration. The user might only be a natural person with the respective rights of a Signature Owner or a Person Authorized to carry out actions via the Internet/Mobile Banking system;

"Signature Owner" means, with respect to a Customer being a natural person, the natural person himself/herself and, with respect to a Customer being a legal entity, any natural person being a representative by law or by power of attorney;

"Authorized person" means, with respect to a Customer being a natural person or a legal entity, any person authorized by the Signature Owner(s) by submitting a notarized power of attorney or a power of attorney signed by the Signature Owner(s) at an office of the Bank in the presence of authorized

Customer:

For the Bank:

employees of the Bank;

"QES" stands for qualified electronic signature within the meaning of the Electronic Document and Electronic Certification Services Act (EDECESA) and means an advanced electronic signature created by a qualified electronic signature creation device, based on a qualified electronic signature certificate and having the importance of a handwritten signature affixed by the User;

"QESC" stands for qualified electronic signature certificate within the meaning of the Electronic Document and Electronic Certification Services Act (EDECESA) and means an electronic signature certificate issued by a provider of qualified certification services and complying with the requirements laid down in Regulation (EU) No. 910/2014.

"Username" and/or "Password" mean(s) an electronic signature and/or an advanced electronic signature within the meaning of EDECESA and have the meaning of a handwritten signature subscribed by the User;

"PIN code" means an electronic signature and/or an advanced electronic signature within the meaning of EDECESA and has the meaning of a handwritten signature subscribed by the User of the Mobile Banking system;

"Application for Mobile Banking (mobile application)" means a software product (program) made available to the Customer and installed on the mobile device in order to be used in the Mobile Banking system.

## **I. INTERNET BANKING**

### **1. Services offered via the Internet Banking system**

The Bank provides the following services, which can be received and used by the Customers via the Internet Banking system: BGN and foreign currency payments within

Bulgaria and abroad; Express interbank payments in BGN via the Real-time Interbank Gross Settlement System (RINGS); foreign currency transfers via the SWIFT and Bisera 7 systems; Mass payments; Automatic fixed transfers; Opening and closing checking and disposable accounts in BGN and foreign currency; Submission of requests for issuance of bank cards; Actions related to management of bank cards; Repayment of liabilities under credit cards; Reference information about operations carried out by means of bank cards; Opening and closing deposit accounts in BGN and foreign currency; Opening and closing of savings deposits in BGN and foreign currency; Setting rights and limits for banking operations for persons authorized by the customer; Purchase and sale of foreign currency; Negotiating foreign currency exchange rates upon execution of transfers and purchase and sale of foreign currency; Reference information and account statements for all accounts opened with the Bank; Reference information about the status of credit liabilities; Natural person's application for credit; Obtaining a personal offer for credit for natural persons; Submission of requests for cash withdrawals; Consent to direct debit; Bank's offers for new products and services; Registration and management of SMS/E-MAIL notification and other information services for the Customers.

### **2. Registration with the Internet Banking system**

Registration of Customers of the Bank in the Internet Banking system may be made for natural persons and legal entities by Customer's submission of a written request as per the Bank's sample form:

"Request for registration for carrying out banking operations ("Request") at an office of the Bank. By signing the Request the Customer enters into an open-ended framework agreement for the use of payment and other services via the Internet Banking system with the Bank.

Customer:

For the Bank:

**2.1** The Customers being natural persons shall register with and use the Internet Banking system by means of a Personal Qualified Electronic Signature Certificate (PQESC) issued in their name. The Customers being legal entities shall register and use the Internet Banking system by means of a personal QES of a natural person after identification of the registered legal entity at an office of the Bank and defining the accounts (of the legal entity), for which the User being a natural person has the right to carry out the respective actions. Upon the submission of a request for registration in the Internet Banking system the Customer or the User does not need to have an account opened with the Bank. The specific steps and actions for Customer's registration in the Internet Banking system are specified in the User's Manual for the Internet Banking service (Manual), which is available on the Bank's website at: <http://www.teximbank.bg/>.

### **3. Warranties, security measures and security requirements in the Internet Banking system. Electronic signature**

The security of the Internet Banking system is ensured by means of: Encryption of the information between User's web browser and the Bank's web server, by the use of https connection protocol; Ensuring the identification and access of the User to the system by mandatory use of a Personal Qualified Electronic Signature Certificate (PQESC), username and password. The system allows PQESC to be used by all legitimate providers of certification services in Bulgaria.

**3.1** The additional obligations and responsibilities of the Customer/User in relation to the security while using the Internet Banking system are as follows: to protect the said PIN, PQESC, username and password from unauthorized access by not communicating them and by storing them at safe places inaccessible for third parties, separately from the technical medium of PQESC and from the computer used to work in the Internet Banking system.

**3.2** The Personal Identification Number (PIN) for QES as well as the username and password of the Customer/User are personalized protection features within the meaning of the Payment Services and Payment Systems Act while using the Internet Banking system.

**3.3** The QES as well as the password and the username used when entering the Internet Banking system are an electronic signature within the meaning of EDECSA and have the meaning of an handwritten signature subscribed by the Customer/User by which the Customer/User expressly agrees by signing the Request. Every entry into the Internet Banking system made via the personal QES of the User as well as entering of username and password identify the User as the signatory of each electronic statement and/or electronic document in the Internet Banking system and the same shall be deemed to have been signed by his/her own hand.

**3.4** In the event of loss, theft, third parties' having cognizance or any other action with the personalized protection features and/or the technical medium of QES not authorized by the Customer/User as well as if there are any reasonable doubts about the occurrence of the said events, the Customer/User must immediately inform the Bank by any of the agreed means and methods of communication (telephone, facsimile, email, post or at an office of the Bank)

**3.5** The access to the Internet Banking system must be made from a computer that meets the security requirements as follows: it must have an updated operating system; it must have an installed anti-virus program with up-to-date definitions, which are renewed daily; it must have a properly set firewall; the User must use an account of restricted rights in the operating system; all installed applications must

Customer:

For the Bank:

have the most recent updates or ones ensuring the maximum level of security; if possible, the computer equipment must be equipped with privacy filters if it is used at public places.

**3.6** For additional security upon performance of payment operations via the Internet Banking system the user must enter a one-off code, which is used upon the initial submission of payment order by the Customer to a payment account of a third party and which is not needed upon the execution of subsequent orders by the Customer to the same payment account.

**3.7** In the event of default on any of User's/Customer's obligations in relation to any of the aforesaid security requirements, including but not limited to, the ones related to the use and protection of the PIN, QES, username or password, the Bank shall not be liable for any damages suffered by the Customer/User or by third parties while using the Internet Banking system.

**3.8** The Bank shall also not be liable for any damages suffered by the Customer/User or by third parties in the event that the computer used to access the system is compromised due to malicious software such as: viruses, remote control software, or willful acts of third parties which qualify as computer crimes.

#### **4. Banking operations and payment services via the Internet Banking system**

##### **4.1 Signing electronic statements and documents**

The Internet Banking system provides the Customers with the opportunity to submit - via the Users (representatives) registered by them being Signature Owners and/or Authorized Persons - payment/transfer orders, which are signed in the Internet Banking system by means of an electronic signature as per the selected and registered signing rules, which are valid specifically for the use of services and performance of actions via the Internet Banking system. The functionality of the system enables the Customers to define rules for execution and confirmation (signing) of payment/transfer orders by Users registered in the system to accounts of the Customers with the Bank. By confirming each request concerning entering/cancellation/change of a rule on signing and entering of his/her password in the Internet Banking system, the User as a Signature Owner signs by an electronic signature the electronic statements and declarations, which are displayed onscreen before confirmation. Every time the personal PQESC and/or password of the User is/are entered into the Internet Banking system and a payment operation or service is confirmed the Customer accepts the then current General Terms and Conditions to Framework Agreement to open and maintain a bank payment account and to carry out payment operations, these General Terms and Conditions and the Tariff of Fees and Commissions of the Bank, which might be displayed in the Internet Banking system.

##### **4.2 Opening of bank payment accounts via the Internet Banking system**

The Internet Banking system provides the Customers with the opportunity to open with the Bank checking accounts, time deposits, demand savings deposits and disposable accounts. The specific steps and actions necessary to open/manage/close payment accounts of Customers with the Bank are specified in detail in the User's Manual for the Internet Banking service (Manual), which is available on the Bank's website at: <http://www.teximbank.bg/>. When opening payment accounts with the Bank via the Internet Banking system, the Customers, via the Users registered in the system, sign by an electronic signature, within the meaning of EDECSA, the following documents: Request for opening of a bank/payment account; Framework agreement to open a checking account/Contract to open a time deposit/Contract to open savings account/ Contract to open disposable account; the bank's General Terms and Conditions, Declarations and other documents, which are displayed in the Internet Banking

Customer:

For the Bank:

system and may be printed if necessary.

#### **4.3 Payments orders and services in the Internet Banking system**

The Internet Banking system provides the Customers with the opportunity to request, via the Users registered by them, the following payment operations and services for execution: Payment orders for transfers to accounts at another bank; Payment orders for transfers to accounts with the Bank; Orders for foreign currency transfers via SWIFT and Bisera 7 systems; Automatic fixed transfers; Mass payments; Consents to direct debit. When performing payment transactions and services through electronic statements and documents in the Internet Banking system, the Client /through the User registered with the system/ must fill in the relevant required data in the orders, declarations, statements and other documents displayed in the Internet Banking system in compliance with these General Terms and Conditions, the Guidelines and other instructions of the Bank.

**4.3.1** Upon submission and completion of each electronic statement, document for other action of the Customer in relation to the execution of payment operations/services in the Internet Banking system, by confirming the statement/document/other action and by entering his/her personal password, the Customer, via the User registered in the system, signs by an electronic signature, within the meaning of EDECSA, the respective statement/document/other action with the data filled in by the User.

#### **4.4 Ordering foreign currency transfers via Bisera 7-EUR in the Internet Banking system - limits and other special requirements**

BISERA 7 - EUR is a payment system servicing customers' transfers in euro via which are processed domestic and cross-border orders for transfers in euro from/to banks and banks' branch offices operating on the territory of the European Economic Area (EEA) amounting up to EUR 50,000 and is based on the rules, practices and standards of the Single Euro Payment Area (SEPA). SEPA payment instruments - SEPA credit transfer shall be used for execution of transfer orders via BISERA 7 - EUR. For the execution of a foreign currency transfer via BISERA 7 - EUR the following conditions must be met: the transfer must be in euro; the transfer must be made under the shared charges (SHA); the "Execution Value Date" is the following business day; the Bank's BIC and IBAN account of beneficiary must be entered; For domestic transfers between banks on the territory of the Republic of Bulgaria the amount of the transfer must be up to EUR 50,000; there is no limit for amounts of all cross-border transfers on the territory of EEA; the Bank from and to which the transfers are to be ordered/received must be certified to participate in the BISERA 7- EUR system. If the foreign currency transfer ordered in the Internet Banking system meets all conditions for execution of the transfer via 7 - EUR but the amount ordered exceeds the maximum permitted amount, i.e. EUR 49,999.99, the transfer shall be executed via the SWIFT system. Payment orders for execution of foreign currency transfers via BISERA 7 - EUR in the Internet Banking system shall be executed on the date of submission of the orders in the event that the same are processed at the Bank's accounting system not later than 4:30 pm on the date of submission of the order. Payment orders for execution of foreign currency transfers via BISERA 7 - EUR in the Internet Banking system entered after 4:30 pm shall be accepted with the next day as execution date.

#### **5. Registration of Users (representatives) in the Internet Banking system. Authorization, entering, change and cancellation of rights of Users (representatives)**

The Internet Banking system provides the Customers with the opportunity: to register Users (representatives) being Signature Owners and Authorized persons; to grant different kinds of rights (full

Customer:

For the Bank:

or restricted) to registered Users to dispose of funds at a particular account or for all opened accounts of the Customer; to set (define) in the system limits for disposal of funds at the accounts of the Customer; to set (define) in the system rules on signing of payment documents.

**5.1** The aforesaid opportunities may be used by each Signature Owner of Customer's account who is a registered User in the Internet Banking system as the confirmation and completion of the registration/change of Users shall be made at an office of the Bank by presenting a document specifying the rights granted by the Signature Owner, and namely: for an Authorized person or another Signature Owner by proxy: a notarized power of attorney or a power of attorney signed by the Signature Owner at an office of the Bank in the presence of authorized employees of the Bank. For Customers being legal entities in the Internet Banking system more than one User being a Signature Owner may be registered.

**5.2** The registered Users being Signature Owners may authorize third party Users via the Internet Banking system and/or by visiting an office of the Bank, as the specific steps and actions for registration of the authorization into the system as well as the different rights or combinations of rights to carry out actions in the Internet Banking system, which may be granted by the Signature Owner to third party Users are specified in the Manual. The rights granted by the Signature Owner to third party Users to operate in the Internet Banking system shall come into force after a notarized power of attorney or a power of attorney signed by the Signature Owner at an office of the Bank in the presence of authorized employees of the Bank is deposited at the Bank. The representative of the Customer, who is authorized by the Signature Owner, may carry out only the actions in relation to the rights granted to him/her as per the certified power of attorney.

**5.3** The Users being Authorized persons may not re-authorize any third parties with the powers granted to them for the Internet Banking system but they may enter an electronic record (request) for registration of another User in the Internet Banking system, who must be confirmed by the Signature Owner at an office of the Bank.

**5.4** The registered Users being Signature Owners may initially define, change without limitation, and cancel rights of other Users via the Internet Banking system or by visiting an office of the Bank. The rights of a User being an Authorized person may be changed and cancelled by the Signature Owner in the Internet Banking system, without the Signature Owner having to visit an office of the Bank. The rights of one Signature Owner may not be cancelled or restricted by another Signature Owner in the Internet Banking system without confirmation at an office of the Bank.

**5.5** By confirming in the Internet Banking system any action of cancellation or change of Customer's rights and entering his/her password, the Customer who carries out the respective action shall sign by an electronic signature the documents for change/cancellation of rights, which are displayed in the system and may be printed if necessary.

**5.6** In the event that the change of rights of a User being Signature Owner or Authorized person is manifested in addition of powers to dispose of amounts at an account, issuance or management of cards and in the certified power of attorney of the Authorized person as initially submitted to the Bank such added rights are not described, the Customer shall be obliged to present at an office of the Bank a notarized power of attorney or a power of attorney signed by the Signature Owner at an office of the Bank in the presence of authorized employees of the Bank defining the new rights of the Authorized person.

Customer:

For the Bank:

## **II. MOBILE BANKING**

### **6. Services provided via the Mobile Banking system**

The Bank provides the following services that the Customers can receive and use via a mobile device in the Mobile Banking system: BGN and foreign currency payments within Bulgaria and abroad; Express interbank payments in BGN via the Real-time Interbank Gross Settlement System (RINGS); Foreign currency transfers via the SWIFT and Bisera 7 systems; Carrying out actions related to management of bank cards; Reference information about operations carried out by bank cards; Purchase and sale of foreign currency; Payment of utility bills; Payment by 10-digit code for purchase of goods/services or vouchers online; Negotiating foreign currency exchange rates upon execution of transfers and purchase and sale of foreign currency; Reference information about and bank statements for all accounts of the Customer opened with Texim Bank AD; Reference information about the status of credit liabilities of Customers to Texim Bank AD; Repayment of liabilities under Customers' consumer credits and credit cards.

### **7. Registration for use of services via the Mobile Banking system. Mobile application and configuration of a profile for Mobile Banking**

The registration of Bank's Customers in the Mobile Banking system may be made for natural persons and legal entities, who have a confirmed registration in the Internet Banking system, by submission by the Customer of a written request as per the Bank's sample form: "Request for registration of a mobile device in the Texim Bank AD's Mobile Banking system" (Request) at an office of the Bank. By signing the Request the Customer enters into an open-ended framework agreement for the use of payment and other services via the Mobile Banking system with the Bank.

**7.1** The Customers being natural persons may register at an office of the Bank in person or via an Authorized Person and they shall use the Mobile Banking system by User's Personal Identification Number created personally by the Customer or by the Authorized Person. The Customers being legal entities may register at an office of the Bank via their lawful representatives or via the Person Authorized by them and shall use the Mobile Banking system by means of a personal identification code (PIN code) created personally by the User being the lawful representative or by the Person Authorized by lawful representative(s). The PIN code must be created by the registered Customer via the User and it shall also serve for entering the application for Mobile Banking and for identification and confirmation of the banking operations and other services executed via it. The specific steps and actions for registration of a Customer in the Mobile Banking system, for installation of the mobile application and for configuration of a profile in the Mobile Banking system are specified in the User's Manual for the Mobile Banking service (Manual), which is available on the Bank's website at: <http://www.teximbank.bg/>.

### **8. Warranties, security measures and security requirements in the Mobile Banking system.**

#### **Electronic signature**

The security of the Mobile Banking system is ensured by means of:

Encryption of the information that is transmitted from the application for Mobile Banking to the servers of the Bank by using a https (ssl) protocol; Identification of the User by means of a combination of the registered device tied to the User in the Internet Banking system and the User's Personal Identification Number - PIN code; the authorization on transaction level is made for each transaction via embedded

Customer:

For the Bank:

cryptographic methods; Hardware security modules (HSM) are used in the infrastructure of the Mobile Banking system, which ensure the security of the cryptographic calculations being made; The security recommendations for programming and creation of mobile applications have been taken into consideration when creating the Mobile Banking application as it has passed tests and code verification for iOS and Android devices.

**8.1.** The security of the mobile application used in the Mobile Banking system depends on the security of mobile device's operating system, whose securing and protection is the exclusive responsibility and obligation of its User. The application for Mobile Banking may and must be used on any of the following operating systems and mobile devices: operating systems: iOS 7+, Android 4.0.3 (API level 15) +; mobile devices: iPhone 4, 4S, 5, 5S, 5C, 6, 6+, 6S, 6S+, 5SE, 7, 7+, 8, 8+, X iPad (other than iPad 1) and all mobile devices with installed Android 4.0.3 (API level 15) +.

**8.2** The additional obligations and responsibilities of the Customer/User in relation to the security while using the Mobile Banking system are as follows: to protect his/her PIN code from unauthorized access by not communicating it to anyone and if (s)he keeps it to do so at safe places inaccessible for third parties; the User must personally choose and enter into the mobile device a 6-digit PIN code, which may not comprise the same digits and it is recommended that it be changed often and not contain personal data of the Customer/User such as personal ID number [EGN], company ID number [EIK], birthday and other suchlike; to physically protect the devices on which the Mobile Banking application provided to him/her by the Bank is installed; to use the standard security mechanisms for mobile device's operating system such as access code, password and other suchlike, which should not be the same as the PIN for the Mobile Banking; to protect the username, the password and the Personal Identification Number (PIN) for PQESC (the qualified electronic signature), which are necessary for access to the Internet Banking system via which the Mobile Banking service can be managed; to ensure the security of mobile device's operating system by installing its most recent updates; Not to use "jailbroken" and "rooted" mobile devices where the security mechanisms of the operating system are destroyed; It is recommended to use an antivirus program on the mobile device and not to use suspicious mobile applications that could compromise the security of his/her mobile device; In the event of loss, theft or doubts that the security of his/her mobile device has been compromised the User must deactivate the device in the Internet Banking system, or if (s)he is unable to do so, the User must notify Texim Bank AD by any of the established means and methods of communication (telephone, email or at an office of the Bank).

**8.3** The PIN code of the Customer/User as well as the six-digit code for registration in the Mobile Banking system provided to the Customer/User by the Bank are personalized protection features within the meaning of the Payment Services and Payment Systems Act while using the Mobile Banking system. The PIN code is an electronic signature within the meaning of EDECSA and has the meaning of a handwritten signature subscribed by the Customer/User, by which the Customer/User explicitly agrees by signing the Request for registration. Each insertion of the PIN code shall identify the User as the signatory of each electronic statement and/or electronic document in the Mobile Banking system and the same shall be deemed to have been signed by his/her own hand.

**8.4** In the event of loss, theft, third parties' having cognizance or any other action with the personalized protection features and/or the technical medium of PQESC or with the mobile device not authorized by

Customer:

For the Bank:

the User as well as if there are any reasonable doubts about the occurrence of the said events, the Customer/User must immediately inform the Bank by any of the agreed means and methods of communication (telephone, facsimile, email, post or at an office of the Bank).

**8.5** In the event of default on any of User's/Customer's obligations in relation to any of the aforesaid security requirements, including but not limited to the ones related to the use and protection of the PIN code or the six-digit code for registration, the Bank shall not be liable for any damages suffered by the Customer/User or by third parties while using the Mobile Banking system.

**8.6** The Bank shall not be liable for any damages suffered by the Customer/User or by third parties in the event that the mobile device used to access the Mobile Banking application is compromised due to malicious software or willful acts of third parties.

## **9. Banking operations and payment services via the Mobile Banking system. Signing electronic statements and documents**

The Mobile Banking system provides the Customers with the opportunity to submit, via the Users (representatives) registered by them being Signature Owners and/or Authorized Persons, payment/transfer orders, which are signed in the Mobile Banking system by means of an electronic signature per the signing rules selected by the Customer and registered with the system of the Bank, which are valid specifically for the use of services and performance of actions via the Mobile Banking system.

### **9.1 Payments orders and services in the Mobile Banking system**

The Mobile Banking system the Customers with the opportunity to request, via the Users registered by them, the following payment operations and services for execution: Payment orders for transfers to accounts at another bank; Payment orders for transfers to accounts with the Bank; Orders for foreign currency transfers via SWIFT and Bisera 7 systems; Repayment of liabilities under credit cards; Payment of utility bills and transfers to the state.

**9.1.1** Upon the execution of the payment operations and services by means of electronic statements and documents in the Mobile Banking system, the Customer (via the User registered in the system) shall be obliged to fill in the respective data in the orders, declarations, statements and other documents, which are displayed via the mobile device in the Mobile Banking application as per these General Terms and Conditions, the Manual and other instructions of the Bank. Upon submission and completion of each electronic statement, document or other action of the Customer in relation to the execution of payment operations/services in the Mobile Banking system, by confirming the statement/document/other action and by entering his/her User's PIN code, the Customer, via the User registered in the system, signs by an electronic signature, within the meaning of EDECSA, the respective statement/document/other action with the data filled in by the User.

**9.1.2** The Bank shall not accept and shall not execute transfers ordered via the Mobile Banking system in any of the following events: if the amount of the transfer is equal to or exceeds BGN 30,000 or their equivalent in another currency and if the transfer is to a country which is not a member of the European Union and does not belong to the European Economic Area. In the above cases the transfer must be ordered via the Internet Banking system or at an office of the Bank, where the Customer/User must present additional statutory regulatory documents.

Customer:

For the Bank:

**10. Ordering foreign currency transfers via Bisera 7-EUR in the Mobile Banking system - limits and other requirements**

The conditions, limits and other requirements regarding the submission and execution of orders via Bisera 7-EUR in the Mobile Banking system shall be identical to the ones specified in Section I of these General Terms and Conditions, which refer to the Internet Banking system.

**III. GENERAL PROVISIONS****11. Fees and commissions**

In consideration of the use of banking services via the Bank's Internet and Mobile Banking system the Customer shall owe fees and commissions as per the Bank's Tariff of Fees and Commissions in force and the appendices thereto. The Bank shall have the right to change its Tariff at any time by notifying the Customers in such manner and as per such procedure as determined in the General Terms and Conditions to Framework Agreement to open and maintain bank payment accounts and to carry out payment operations or in these General Terms and Conditions or as per other express arrangements between the Bank and the Customer.

**12. Changes, termination and other conditions**

**12.1** The Bank reserves its right to change the technical procedures, manuals and/or requirements for the use of services via the Bank's Internet and Mobile Banking systems in cases of innovations to the systems, statutory changes or security considerations as it shall timely provide the Customer/User with information about the changes to any of Customer's/User's addresses stated and/or via the Bank's webpage.

**12.2** Except for the cases referred to above the Bank shall have the right to make amendments to these General Terms and Conditions as in case that the amendments refer to therein specified pre-contractual information within the meaning of the Payment Services and Payment Systems Act, the Bank shall be obliged to notify the Customer of the amendments not later than two months before they come into force by placing messages at its bank parlors, by sending an electronic message or by other means as agreed between the Customers and the Bank or as stipulated by the law, including by publishing the amended General Terms and Conditions on the Bank's website. Until the expiry of the aforesaid two-month period the Customer has the right to terminate without prior notice his/her contractual relations with the Bank, without being liable for costs and indemnities as in case that the Customer continues to use the Bank's services via the Internet and Mobile Banking systems after the expiry of the said period, it shall be deemed that the Customer accepts the amendments to the General Terms and Conditions.

**12.3** In the event that the Bank extends the scope of the services that can be used via the Internet and Mobile Banking systems it shall be deemed that the Customer gives his/her consent to that if the Customer requests the service at an office of the Bank or by technical means of communication as well as if (s)he uses the new service for the first time as in such cases the deadline under the preceding item 12.2. shall not apply.

**12.4** The Customer shall have the right to unilaterally terminate the contractual relations between him/her and the Bank as established in relation to the provision and use of services via the Internet and/or Mobile Banking systems by sending the Bank a one-month prior notice of

Customer:

For the Bank:

termination as the Bank may exercise the same right to unilateral termination by means of a two-month written prior notice sent to the Customer. The termination of contractual relations under the preceding sentence shall not release the Bank and/or the Customer from the performance of their obligations having arisen before the termination of their relations.

**12.5** Except for the cases referred to above the contractual relations between the Customer and the Bank may be terminated by mutual consent, unilaterally without prior notice by each party in the event of default on other party's obligation as well as unilaterally without prior notice by the Bank, in any of the following events: if insolvency or dissolution proceedings are initiated against a Customer being a legal entity, or, the Bank, respectively; if the Internet and/or Mobile Banking system has not been used by the Customer/User for more than one year as well as upon the occurrence of conditions established in applicable law or in other General Terms and Conditions of the Bank.

**12.6** In the event that the Customer/User fails to fulfill any of his/her obligations specified in these General Terms and Conditions, the General Terms and Conditions to Framework Agreement to open and maintain a bank payment account and to carry out payment operations and the Manuals for Internet Banking and for Mobile Banking, including but not limited to, violation or threatening of the guarantees or security measures for the systems as well as upon withdrawal of the authorization by the Customer or upon the termination of the contractual relations between the Bank and the Customer in relation to Internet/Mobile Banking, the Bank shall have the right to block the access to the Internet Banking system, or, the application for Mobile Banking, respectively, which have been made available to the Customer/User.

**12.7** While providing services to be used via the Internet and/or Mobile Banking systems the Bank shall not be liable to the Customer/User or to third parties for any damages suffered and/or profits lost due to inaccuracies or errors upon the delivery of the information via the Bank's systems, technical problems in the systems or their auxiliary devices and/or in case of force majeure events unless in cases of guilty and wrongful default by the part of the Bank.

**12.8** By signing the Request and these General Terms and Conditions the Customer confirms that (s)he has been handed the same, that (s)he is familiar with them and accepts that they shall apply upon settlement of the relations between him/her and the Bank in relation to the provisions and use of the Internet and Mobile Banking systems. For all relations between the Bank and the Customers in relation to the provision and use of services via the Internet and/or Mobile Banking systems, as well as for the disputes arising in that regard, which have not been explicitly settled by these General Terms and Conditions, the relevant rules of the legislation in force the clauses of Texim Bank AD's General Terms and Conditions to Framework Agreement to open and maintain a bank payment account and to carry out payment operations, the Tariff of Fees and Commissions of Texim Bank AD and the appendices thereto shall apply.

The General Terms and Conditions were adopted by the Management Board of Texim Bank AD with Minutes No. 31 of 18 May 2016, effective as from 30 May 2016, amended by Minutes No. 52 of 31 October 2019, effective as from 15 November 2019, and shall form an integral part of the General Terms and Conditions of Texim Bank AD to the framework agreement for opening and servicing bank payment accounts and execution of payment transactions.

Customer:

For the Bank: