



GENERAL TERMS AND CONDITIONS OF "PROCREDIT BANK (BULGARIA)" EAD FOR ISSUANCE AND SERVICE OF VISA BUSINESS CLASSIC CREDIT CARDS

I. SCOPE

- 1. The present terms and conditions govern the rights and obligations of ProCredit Bank (Bulgaria) EAD, hereinafter referred to as the BANK or the ISSUER in its capacity of ISSUER of Visa Business Classic bank cards and the CLIENT hereinafter referred to as CARDHOLDER / SUBORDINATE CARDHOLDER regarding the issuance and service of international Visa Business Classic credit cards and processing of payments and other transactions made with the cards and accordingly reflect the disposition for records in the current account servicing the card. General terms and conditions form an integral part of the Contract for issuing and servicing international Visa Business Classic credit cards, hereinafter referred to as the Contract or Credit Agreement.
- 2. International Visa Business Classic credit card is a technical means allowing the CARDHOLDER remote electronic access to certain credit limits set by the BANK and is designed to identify the BORROWER / CARDHOLDER when making cashless payments for the purchase of goods and payment of services, withdrawing cash and carrying out other operations that are not related to payment. The CARDHOLDER shall be obliged to open a current account and register for the internet banking service "ProBanking" and maintain said account until all obligations under the credit agreement have been repaid.
- **3.** The following operations can be performed in the country with the international Visa Business Classic credit card:
 - 3.1. Cash withdrawal through ATM/POS
 - 3.2. Depositing cash at ATMs of the BANK
 - 3.3. Payment of goods and services via POS terminals
 - 3.4. Utility payments through ATMs
 - **3.5.** Payment of goods and services via the Internet
 - **3.6.** Receiving information about the availability of funds on account and transactions made through ATMs
 - 3.7. Change of PIN (personal identification number) via ATM
 - **3.8.** Others
- 4. Operations under item 3 may be made from all ATMs in the country displaying the Visa logo. Outside the country, operations under items 3.1; 3.3; 3.5; 3.6 can be performed with the international credit card.
- 5. The bank card issued remains the property of the BANK for the effective term of the agreement for issuing and service of a credit card, for which term the Borrower obliges to use it according the current General Terms and Conditions and the Agreement between the Bank and the Borrower/ Cardholder.
- **6.** Operations with the international credit card may be made by the CARDHOLDER within the BORROWER's limit up to the maximum amount agreed between the Parties to the Contract.
- 7. For opening and maintaining the current account, for receiving, supporting and performing operations with the card, the BORROWER / CARDHOLDER shall pay fees and





commissions under the current Price list for Private clients/ Legal entities of "ProCredit Bank (Bulgaria)" EAD. Clients owe a fee according to the Price list of the Bank for other services — generating a new PIN, change of data on a card, activation after blocking, reissuance prior to the expiry date, undelivered card due to client's fault. Changes in the Price list relating to fees payable for the provision of payment services by the BANK under the Payment Services and Payment Systems, in force for the BORROWER / CARDHOLDER 2 (two) months after the date of their being publicly displayed on the premises of the BANK, to which CLIENTS have access to, or publication thereof on the official website of the BANK. If the BORROWER / CARDHOLDER does not agree with the new charges, they are entitled to inform the BANK that they do not agree with the changes prior to their entry into force, to terminate the use of the card and return the card to the BANK, together with all the consequences from this. Charges and commissions related to the credit, can be changed by the BANK unilaterally with a change in the Price list of ProCredit Bank (Bulgaria) EAD upon the occurrence of prerequisites for changing the total cost of the credit specified in the contract and section 6 of the General Terms and conditions for Lending. In case of a change in the credit limit, the due according to the Price list for legal entities fee shall be deducted on the amount of the changed limit.

8. Operations with international credit cards are made in the currency of the country where the card was used.

II. ISSUANCE OF BANK CARDS VISA CLASSIC

- **9.** Based on the contract with the BORROWER / CARDHOLDER, the BANK issues a personal international Visa Business Classic credit card in BGN or EUR and/or an unlimited number of subordinate cards.
- 10. The validity of the issued international credit card is forty-eight months and expires on the last day of the forty-eighth month printed on the card.
- 11. The BANK shall issue the international Visa Classic credit card, which along with an envelope containing the personal identification number (PIN) of the card is given to the Client via courier at an address for correspondence pointed in the agreement. In case that the client cannot be found at the address for correspondence pointed in the agreement, the delivery of the card and PIN of the latter shall be returned by the courier company to the Bank, where the client can receive them personally.
- 12. Upon request by the CLIENT, the BANK shall issue the card within a period of up to three (3) working days, not counting the date of application, for which the CLIENT shall pay a fee for express card issuance pursuant to the Price list of the BANK.
- 13. In the event that the BORROWER / CARDHOLDER does not declare in writing at least one month before the date of expiry of the validity of the card the desire that the contract be suspended and given that the monitoring performed by the BANK to confirm the stable financial condition of the BORROWER has been completed, the BANK has the right to extend the contract for a further forty-eight months without the parties being required to sign an annex. The BANK shall reissue the international credit card and provides the CLIENT with a new PIN as per section 11 from the current General Terms and Conditions. Upon receipt of the new card and PIN, the CARDHOLDER registers a request via the online banking in order to activate the new card. Based on the received request the Bank deactivates the old card and activates the new card.
- 14. Upon receipt of the card and the envelope containing the personal identification number, the CARDHOLDER checks the integrity of the envelope and the consistency with the number at the face printed side of the card and that card number in the provided envelope.
- 15. The CLIENT confirms the accuracy of the information by affixing their signature to the reverse side of the card in the box for the authorized signature. The CLIENT acknowledges receipt of the card and the envelope with the PIN code by signing for the card delivery,





thereby endorsing and accepting the terms of use of the card for another 48- month period.





- 16. In case of a discrepancy between the numbers printed on the front of the card and the one referred to in the envelope, the CLIENT shall promptly inform the Bank via submitting a request via the online banking system for the established discrepancy in order to block the card. The BANK shall then undertake to issue a new card at its own expense within seven working days and the new card and new PIN shall be provided to the CARDHOLDER as per section 11 from this General Terms and Conditions.
- 17. For card activation the Cardholder shall register in the online banking system a request for card activation and to change the PIN via ATM. The BANK activates the card within 24 hours from registration of the request for card activation in the online banking system. The CLIENT can perform card transactions immediately after its activation and the change of the PIN via ATM.
- 18. The Personal Identification Number (PIN) is handed to the CARDHOLDER in a way in which it is kept secret from third parties. The CARDHOLDER must keep their PIN separate from the provided card. The CARDHOLDER must keep their PIN secret and take all necessary measures to prevent its disclosure to third parties. After of the BANK hands the envelope with the PIN code to the CARDHOLDER, the responsibility for its non- disclosure to third parties rests solely with the CARDHOLDER. The CARDHOLDER should memorize their PIN and then destroy the document in which it is printed.
- 19. The Personal Identification Number (PIN) is used to identify the CARDHOLDER. If the CARDHOLDER forgets their PIN, they may submit a request via the online banking system to reissue the card and/or generate a new PIN. If the card is re-issued, the CARDHOLDER pays a fee according to the Price list of the BANK.
- **20.** The operator servicing the BANK allows each CARDHOLDER to change their PIN unlimited number of times to a new one of their choice at ATMs in the country.
- 21. If the CARDHOLDER has entered the PIN incorrectly three consecutive times, the card is blocked and its subsequent use is automatically rejected. If the PIN has been entered incorrectly three times at an ATM abroad, the card is retained by the ATM. To reactivate the card, the CARDHOLDER must submit a request for card activation via the online banking system.
- **22.** Against payment of a fee according to the Price list of the BANK, the CARDHOLDER may request the BANK to issue a new international Visa Business Classic credit card in the following cases:
 - **22.1.** If the card is destroyed or damaged
 - **22.2.** If the card is lost, stolen or otherwise unlawfully taken
 - 22.3. If the CARDHOLDER has forgotten the PIN
 - **22.4.** Others
- 23. In a case under item 22, the Cardholder shall promptly inform the Bank, via submitting a request via the online banking system, for blocking the card. The BANK shall block the card on the day of receiving the request, after which a monitoring and analysing the financial status of the Cardholder and the credit limit, on the grounds of which the Bank reissues and/or refuses the reissuance of the card. The reissued card is valid as referred to in these Terms and Conditions and as printed on the card.
- 24. An international Visa Business Classic credit card which has been issued at the request of the CARDHOLDER, along with the PIN, which has not been delivered to the Cardholder as per section 11 from this General Terms and Conditions, is stored in an office of the Bank. The Cardholder may in term up to three month from the card issuance to get informed for the address of the office, in which the international credit card Visa Classic along with the PIN are stored on telephone *7000 and to receive the latter. If the card is not





collected by the CARDHOLDER within this period, the card shall be destroyed and the contract considered to be terminated.





III. USE OF VISA BUSINESS CLASSIC BANK CARDS

25. The CARDHOLDER shall use the international credit card issued only personally, shall keep their PIN secret and take all necessary measures to prevent its disclosure to third parties. The CARDHOLDER shall take all reasonable steps to keep secure the personalized security features of the bank card, including not recording any information about the features on the card and not storing such information together with the payment instrument and observe all safety measures described in the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD.

When utilising the international credit card, the CARDHOLDER shall be obliged to use the funds in accordance with the legislation in force, as stipulated in the contract under which the card is issued, these General Terms and Conditions, the General Terms and Conditions for Lending and the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD insofar as they contain provisions relevant to the specific payment service or credit relationship.

- **26.** The CARDHOLDER must immediately notify the ISSUER via the online banking system of any changes in the details contained in the personal information originally declared in the Request to issue the card.
- 27. The Cardholder shall be informed via the online banking system daily for the conducted and accounted on the card account transactions for a chosen period prior to the day of making the report. The Cardholder receives via the online banking system a statement for the conducted and accounted on the card account transactions for the period from the 26th day of the previous month to the 25th day of the current month, containing information about: the utilized amount; accrued interest; the minimum instalment; outstanding fees for card transactions; repayment deadline.
 - 27.1. By the fifth day of the following month the BORROWER / CARDHOLDER is obliged to repay the utilized amount either in full or at least 5% (five percent) of the amount utilized (minimum instalment), together with accrued contractual interest and fees due for the operations performed with the card, as well as the monthly service fee. If the BORROWER / CARDHOLDER deposits the entire amount due on or before the 5th day of the following month, the BANK will not accrue the contractual interest. If the CLIENT does not repay the entire amount due for the accounting period but pays at least the minimum repayment amount, then, in accordance with the Interest Rate Bulletin of the BANK, interest shall be accrued on the difference between the amount owed and the amount paid. If the minimum instalment is calculated as less than BGN 10 (ten), the BORROWER / CARDHOLDER must pay a minimum amount of BGN 10 (ten). In the event that the CLIENT does not pay the minimum required amount within the specified period, the BANK shall block the card and, in addition to the contract interest, charge unauthorized overdraft penalty interest on the disbursed and outstanding amount of 10% (in words: ten percent) per annum. Penalty interest is charged on the entire utilized part of the limit from the 26th day of the preceding month until the repayment of the entire amount owed or until the deposit of the minimum due payment as detailed in the last statement.
 - **27.2.** The BANK has the right to unilaterally change the agreed interest under the conditions and prerequisites for changing the total cost of the credit, according to the Terms and Conditions for Lending of ProCredit Bank (Bulgaria) EAD without requiring the parties to sign an additional annex.





- **27.3.** The CARDHOLDER expressly permits the BANK to collect the minimum payment due on their credit card automatically from any other accounts of the BORROWER / CARDHOLDER at the BANK if they do not repay their obligation by the fifth of the month.
- **27.4.** If the BORROWER / CARDHOLDER deposits the entire amount due or the minimum repayment amount, together with accrued interest, the card shall be reactivated and the usage rights within the permitted limit shall be restored.
- **27.5.** The BORROWER / CARDHOLDER undertakes and agrees to maintain their SMS notification service active for the entire duration of the contract. Each month, before the final repayment date, the BANK shall notify the BORROWER / CARDHOLDER of the total amount due, the minimum amount due and the repayment term by SMS message to the mobile phone specified by the BORROWER / CARDHOLDER in the Request, by signing the request and the contract the CLIENT declares their agreement to this.
- **27.6.** The BANK notifies the CARDHOLDER about each transaction performed with the card by SMS message to the mobile phone specified by the CARDHOLDER in the Request, by signing the request and the contract the CLIENT declares their agreement to this.

27.7. The maximum defined by the Bank limits for payments conducted via a credit card Visa Business Classic, are as follows:

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Limits	Credit card
	Visa Business Classic
Limits for 24 hours	
Withdrawal at ATM	BGN 2 000
Payment at POS	BGN 10 000
Total limit (ATM and POS)	BGN 10 000
Number of transactions	40
(ATM and POS)	
Limits for 7 days	
Withdrawal at ATM	BGN 12 000
Payment at POS	BGN 20 000
Total limit (ATM and POS)	BGN 20 000
Number of transactions	100
(ATM and POS)	

- 28. By signing the contract for the issuance and maintenance of a Visa Business Classic credit card, the BORROWER / CARDHOLDER agrees that the BANK is entitled to unilaterally change the maximum fixed daily/weekly limits on using the card. The BANK shall publicly display the changed limits in bank offices and on its website two (2) months before their entry into force. If the CARDHOLDER does not agree with the new limits, they shall notify the BANK of this before the changes come into force, terminate the contract, return the card to the BANK and accept all the consequences resulting therefrom. If the BANK decides to increase the limits, the change can take effect immediately after its publication on the website of the BANK.
- 29. In carrying out payment for goods or services received the CARDHOLDER is obliged to check the document provided by the merchant and in case of disagreement to dispute it immediately. Not disputing the content of the documents by the Cardholder's side immediately after its provision by the merchant is considered to be a consent by the Cardholder for the amount of the payment and forms an instruction to the BANK to debit the





current account connected with the card with the payment amount and credit the merchant receiving the payment. When performing certain payment transactions for goods and services, the CARDHOLDER's signature may be replaced by entering the PIN associated with the card.

- **30.** The CARDHOLDER must keep for reference the receipts from transactions made with the card. In case of any suspected inconsistencies with transactions, the CLIENT shall immediately notify the BANK in writing.
- 31. The BANK shall inform its service provider of the amount of coverage and limits on the current account connected with the card. The service provider authorizes (approves) operations (online transactions) only if they are within the specified coverage and limits. Off-line transactions can be carried out with the Visa Business Classic card without being authorized by the service provider.
- **32.** Operations carried out by the CARDHOLDER are authorized (approved) or denied by the BANK's service provider via its authorization system at the time of execution. As of the time of authorization, the transaction amount is blocked on the card until it is debited to the appropriate account and can remain blocked for up to 30 days.
- 33. Bank debits the BORROWER's / CARDHOLDER's account with the amount of payments, withdrawals, interest payable, fees, commissions, and other bank fees related to the use of the card at the expense of the account balance and, if insufficient funds are available at the expense of a penalty for an unauthorized overdraft on the account which is due and payable from the date the account becomes overdrawn and the BANK is officially entitled to collect it, if necessary by court order, penalty interest will be accrued in accordance with the General Terms and Conditions and the BANK's current Price list.
- 34. When a payment using the Visa Business Classic credit card is performed abroad, the conversion from the currency in which the payment is performed to the currency of the card account is calculated using the BANK's selling exchange rate at the time and date the transaction is debited.
- 35. The BANK has the right to block the use of the card for objective reasons relating to: the security of the card and data in case of suspected unauthorized or fraudulent use of the card. The BANK undertakes to inform the BORROWER / CARDHOLDER immediately if the card is blocked and give the reasons which prompted the block, if possible before the block is executed, unless giving such information is not permitted for security reasons or legislation. After the reasons for blocking cease to exist, the BANK shall reactivate the card. The BANK may decide to reissue the card at its own discretion, such card reissue is at the expense of the BORROWER / CARDHOLDER after payment of the fees prescribed in the BANK's Price list.

IV. CARD RETAINED BY ATM, LOSS, DESTRUCTION AND DAMAGE OF BANK CARDS

- **36.** The CARDHOLDER is obliged to keep the international Visa Business Classic credit card safe and to take all necessary measures to prevent loss, destruction, or damage to it, in accordance with the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD.
- 37. If the international Visa Classic credit card is retained by an ATM, the CARDHOLDER must immediately notify the BANK, either by phone on 0700 170 70, at an office of the BANK or via a service provider of the BANK (BORICA). The BANK shall return the card to the CARDHOLDER as soon as technically feasible.
- 38. In the case of destruction, loss, theft, forgery, or use of the card in any illegal way, the CARDHOLDER shall immediately notify the BANK by phone on 0700 170 70 (available 24/7) or the BANK's service provider and/or via a registration of a request in the online





banking system ProB@nking. Notification may also be made in writing at an office of the BANK within the working hours. When notification is made by telephone, it must be confirmed in writing within 2 (two) working days.

- 39. Immediately after receiving the notification as per the preceding paragraph, the BANK shall notify its service provider and immediately block the card as soon as is technically possible, but not later than two hours after notification.
- **40.** The BANK shall not be liable if the notice of loss, theft, or any other illegal use of the card is falsely submitted by a third party and the BANK has taken the necessary measures to block the card. The BANK shall not be liable for damages, losses, or lost profits that may arise from this.
- 41. The BANK shall not be liable for damage resulting from the unlawful use of the card in cases where it has fulfilled operations in good faith prior to receiving notification of destruction, loss, theft, forgery, or other incorrect usage of the card.
- **42.** The BANK shall be responsible for damages caused by the use of the card if such occurs after receipt of notification from the CARDHOLDER of loss, theft, or forgery of the card, except in cases of intent or gross negligence of the CARDHOLDER.

V. COLLATERAL

43. The CARDHOLDER shall provide agreed collateral before obtaining the card, the cost of establishing and cancellation of collateral is at the CARDHOLDER's expense.

VI. TERMINATION

- 44. Either party may terminate the contract by notifying the other party. If on the initiative of the BORROWER / CARDHOLDER, it is assumed that the same wishes to exercise the right to early repayment of the outstanding credit, which effectively terminates the contract for the issuance and service of the international Visa Business Classic credit card as of the time of notifying the BANK. Upon submission of the notification, the BORROWER / CARDHOLDER is obliged to pay all disbursements and obligations on card transactions, fees and interest, in accordance with the Price list of the BANK as well as all other incurred but unaccounted transactions, if any. The latter is a necessary condition for terminating the contract.
- **45.** When submitting a notice of termination of the contract and upon payment of the amounts under item 44, the CARDHOLDER hands over the card and it is destroyed by the BANK in the presence of the CARDHOLDER and/or the Bank blocks the card and the latter shall be destroyed by the Client.
- **46.** The BANK may terminate the contract and block the card without notice if the BORROWER / CARDHOLDER does not fulfil all obligations, for example:
 - **46.1.** after they have not been found at the address, pointed in the application for issuing the card within three months and does not appear at the BANK to receive the card
 - **46.2.** does not provide adequate coverage in the current account
 - **46.3.** does not observe the limits for operation of the card
 - **46.4.** allows the use of the card and PIN by third parties
 - 46.5. does not repay their obligations on time and as required
 - **46.6.** violates other obligations under the contract and these terms and conditions

After receiving such notice, the BORROWER / CARDHOLDER is no longer entitled to use the card and is obliged to cover all obligations arising from the use of credit card and the Bank has the right to block it. The BORROWER / CARDHOLDER shall remain liable to the BANK for





all amounts relating to the credit card after the two-month period and is obliged to repay them.

- 47. If after performing monitoring the BANK refuses to reissue the card in accordance with item 23 of these General Terms and Conditions, the card shall be blocked and the CARDHOLDER obliges to repay their obligations within two months from receiving via the online banking system the notification for termination of the agreement for issuing a card, in which term the Cardholder obliges to repay the amounts under the conditions of item 44 above.
- **48.** The contract shall be terminated, subject to the conditions for termination of the legal relationship between the BANK and the CARDHOLDER, upon the occurrence of any of the grounds for termination within the terms of this Agreement, the General Terms and Conditions for Payment Services and the General Terms and Conditions for Lending of





ProCredit Bank (Bulgaria) EAD. Should the contract be terminated, the BANK may declare that all amounts owing to it are due at once and require the immediate payment of all obligations. If necessary, it may dispose of property pledged as collateral and/or proceed to compulsory collection of its debt claims in accordance with the provisions of the Civil Proceedings Code as well as these General Terms and Conditions and the BANK's Price list.

VII. CONTEST OF PAYMENTS (CLAIMS)

- **49.** The BORROWER / CARDHOLDER or the subordinate CARDHOLDER may contest in writing to the BANK any unauthorized or incorrectly executed transactions, fees, and commissions reflected in the statement for the period immediately after its receipt, but no later than three working days. Operations that are not contested in this period shall be considered approved by the CLIENT. If the BANK has been notified in time and if the error is proven, the BANK shall correct the statement item. The BORROWER cannot claim for unauthorized or incorrectly executed transactions of subordinate cards if these were performed with malicious intent or negligence of the subordinate CARDHOLDER.
- 50. In cases where transactions contested by the BORROWER / CARDHOLDER are unresolved, the claim can only be taken further by the submission of an appeal to the competent authorities (Police/Prosecutor), whereby the BORROWER / CARDHOLDER notifies them of the unlawful use of his bank card and providing the BANK with a copy of the appeal with its reference number. If the CLIENT has not filed an appeal with the police/prosecutor's office before submission of the claim form to the BANK, they are obliged to provide a copy of such a complaint and the appropriate reference number within three working days.
- 51. The BANK undertakes to help resolve cases of disputed operations in accordance with the order and deadlines established under the country's banking practices and the rules of the Visa Europe international card organization. The results of the inspection are notified by the BANK to the CLIENT.
- **52.** In case of reasonable claim, the corresponding amount shall be refunded to the account of the BORROWER / CARDHOLDER. If the appeal proves unfounded, the BORROWER / CARDHOLDER shall pay a fee in accordance with the BANK's Price list.
- 53. The BANK is not a party to the relationship between the BORROWER / CARDHOLDER and third parties when making payments by Visa Business Classic credit card and is not responsible for the quality of merchandise and/or services, nor for any disputes arising between the merchant and the CARDHOLDER on such occasions.
- 54. The BORROWER / CARDHOLDER has the right to file objections to the use of the Visa Business Classic international credit card. The BANK is obliged to investigate and to notify the BORROWER / CARDHOLDER in writing of its decision within 7 days of receipt of the objection. If the BANK does not act within the prescribed period, and if the decision does not satisfy the BORROWER / CARDHOLDER, the dispute may be referred to the Conciliation Commission for payment disputes.
- 55. Unauthorized or incorrectly executed payment credit card transactions and the obligations and responsibilities of the parties are governed by the rules of the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD.
- **56.** In the event of disputed payments, arbitration procedures can be conducted.
 - **56.1.** At the request of the BORROWER / CARDHOLDER, the BANK shall initiate arbitration proceedings with Visa/MasterCard to resolve charge-backs, all fees and expenses being at the expense of the BORROWER / CARDHOLDER.
 - **56.2.** The BANK informs the BORROWER / CARDHOLDER about all actions taken that





could lead to an obligation to pay additional fees and expenses by the BORROWER / CARDHOLDER.

VIII. RESPONSIBILITIES

- 57. The BANK is not responsible for the unjustified refusal of others to accept payments by a credit card issued by the BANK or if a payment initiated by the BORROWER / CARDHOLDER cannot be made with the card due to technical, communication, or other reasons beyond the control of the BANK.
- 58. The BORROWER / CARDHOLDER shall bear the losses relating to any unauthorized payment transactions resulting from the use of lost, stolen, or misappropriated payment instrument when the CARDHOLDER has failed to keep the personalized security features secure, up to a maximum of BGN 300.
- **59.** The BORROWER / CARDHOLDER shall bear all the losses relating to any unauthorized payment transactions if they were incurred through fraud or breach of one or more of their obligations, whether performed intentionally or through gross negligence by themselves personally or by the holder of a subordinate card.

IX. INSURANCE

- **60.** Upon signing the contract for the issuance and service of international Visa Business Classic credit card, in addition to the card, the CARDHOLDER is provided with free medical travel insurance, which is activated upon payment of certain services listed in the insurance policy and have effect outside the country.
- **61.** The insurance policies specify the risks and the amounts/limits covered. The CARDHOLDER receives information about 24-hour emergency telephone numbers which they can call for assistance. The insurance policy becomes effective when performing certain card transactions, for example: purchasing a plane ticket; hotel reservation; renting a car.
- **62.** When an incident occurs which is covered by the insurance policy, the CARDHOLDER must immediately notify the insurer via the phone number indicated.
- **63.** The insurance policy is valid for 365 days and is renewed annually until the expiry of the card. When renewing the card, the insurance policy is automatically renewed.
- 64. In the event of an incident covered by the insurance policy, the CARDHOLDER gives consent for the BANK to provide the insurer with information confirming that the CARDHOLDER has used the card to purchase a travel package or to make a payment to another service related to travel outside Bulgaria.

X. PROVISION OF INFORMATION TO THIRD PARTIES

- 65. The BORROWER and the CARDHOLDER are informed that the BANK, upon request by Visa Europe, Visa Inc. or Fraud Monitoring Agencies, is obliged to provide certain information about the BORROWER / CARDHOLDER or any subordinate CARDHOLDER, including their personal data, outside the European Union and the European Economic Community.
- 66. The CARDHOLDER shall be deemed notified that upon receipt of a request for information from the Ministry of Interior, investigation bodies, etc., as well as shareholders and lenders of ProCredit Bank (Bulgaria) EAD, the BANK is required to provide them with requested information and documents as this does not constitute a breach of the terms of the obligation of non-disclosure.
- **67.** The BANK will send notices, invitations, and letters to the CARDHOLDER and will provide them with an account statement regarding the use of its payment services under the rules of the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria)





EAD in relation to the credit contract under the General Terms and Conditions for Lending of ProCredit Bank (Bulgaria) EAD.

XI. OTHER TERMS

- 68. The Bank collects, processes and stores personal data of the Borrower/Cardholder and their representatives and authorised persons in compliance with Regulation (EU) 2016/679 for personal data protection and the Bulgarian legislation. The Borrower/Cardholder provides their personal data voluntarily. The Borrower/Cardholder have been informed that the refusal to provide personal data, when this is related to a statutory requirement for the Bank, is an obstacle for establishing the relevant legal relationship.
- **69.** By accepting the current General Terms and Conditions, the Borrower/Cardholder is considered to be informed:
- -that their personal data shall be collected, processed and stored for the purposes of the existing loan relationship, as well as that their use/ processing/ storing shall be carried out in compliance with the deadlines defined in Regulation (EU) 2016/679 for personal data protection and the Bulgarian legislation;
- -that their personal data may be provided for processing and/or stored to/ from third parties (insurance companies, appraisal companies, law/notary firms, archiving companies, collectors companies, etc.) on the grounds of legitimate interest of the Bank, based on concluded agreement by the Bank and a third party only for the purpose of the existing loan relationship, as well as that their provision, use and storing shall be carried out in compliance with the deadlines defined in Regulation (EU) 2016/679 for personal data protection and the Bulgarian legislation;
- upon receipt of a request for information from the Ministry of Interior, Investigation Bodies, etc.
 in the cases provided by the law, as well as from the shareholders and creditors of ProCredit
 Bank (Bulgaria) EAD, the Bank is obliged to provide the requested information and documents,
 and this is not a breach of the non-disclosure clauses;
- **70.** The Borrower/ Cardholder declare their consent:
- the loan agreement and the documents for disbursement and collateral of the loan shall be provided to shareholders and/or creditors of the Bank, as well as they oblige to provide assistance and access to their premises when conducting an audit, monitoring, assessment of their financial status, creditworthiness, etc.;
- the provided personal data shall be used when making inquiries in the register of the National Insurance Institute with in order to check whether or not there is a change in the creditworthiness:
- **71.** The Borrower/ Cardholder declare that they are aware of the Privacy Policy of ProCredit Bank (Bulgaria) EAD, whose content has been explained in detail, as well as the possibilities, the order and way if exercising their rights for personal data protection.
- 72. These General Terms and Conditions represent an integral part of the Loan Agreement and in case inconsistency between the General Terms and Conditions and the Loan Agreement, the clauses of the signed Loan Agreement shall prevail.
- 73. For all issues not settled in these General Terms, the General Terms and Conditions for Lending and the General Terms and Conditions for Payment Services of ProCredit Bank (Bulgaria) EAD as well as the provisions of the legislation in Bulgaria shall apply.
- 74. The BANK reserves the right to unilaterally change these Terms and Conditions; depending on what service the relevant change concerns, the rules of the Payment Services and Payment Systems Act or the Consumer Credit Act will apply, as will the procedures of the BANK in this connection as listed in item 73 of the General Terms and Conditions.





75. In case of discrepancy of a provision in these Terms and Conditions with the provisions of current legislation, the statutory provision will take precedence.

This latest revision of the text of these terms and conditions for issuing and servicing of "Visa Business Classic" credit cards has been approved by the Board of ProCredit Bank (Bulgaria) EAD under Protocol No. 674/25.06.2018 and has been in force since 01.07.2018.

ProCredit Bank (Bulgaria) EAD reserves the right to modify and supplement these Terms and Conditions at any time.