

## **UBB AD GENERAL TERMS ON USING THE PAYMENT GATEWAY BY CLIENTS – NATURAL PERSONS**

### **SCOPE**

1. These General Terms shall regulate the relations between UNITED BULGARIAN BANK AD and the User in line with payment services and related to those non-payment services, provided through the UPAY payment gateway of the [www.ubbpay.bg](http://www.ubbpay.bg) website, as follows:

- 1.1. Payment of utility bills;
- 1.2. Payment of local taxes and fees;
- 1.3. Payment of credit liabilities to UBB;
- 1.4. Transfer of amounts to donor accounts;
- 1.5. Review of card and account statements in pdf format;
- 1.6. Creating a template for payment to a utility company and automatic check for existing liabilities;
- 1.7. Report on the effected payments;
- 1.8. Renouncement of paper statements for credit cards and Open Loan;
- 1.9. (Deleted, in effect as from 15.03.2021).

2. (Amended on 15.03.2021, in effect as from 15.03.2021) Payments to legal entities – beneficiaries, exhaustively listed as the Bank’s counterparties – can be effected through UPAY by users, holders of debit and credit cards **Visa, Visa Electron and V PAY, Mastercard, Debit Mastercard and Maestro**, issued by UBB or other card issuers in this country and abroad, with the exception of payments under Item 6, which can be effected only via debit cards, issued by UBB or other card issuers in Bulgaria.

3. No additional registration is necessary for effecting payments through UPAY. It shall have to be made only in case the user wishes to use the site’s non-payment services, listed in Items 1.5 – 1.8 of the General Terms.

### **PAYMENT PROCESSES AND CONCLUSION OF THE AGREEMENT BETWEEN THE USER AND UBB**

4. Utility bills’ payment process:

- 4.1. The client selects the company – beneficiary and enters the respective subscriber number.
- 4.2. The e-payment system extracts the details for the client’s liability from the beneficiary’s respective database and displays them on the screen.
- 4.3. Several utility bills can be paid with one transaction.
- 4.4. The user is provided in advance with information about the fee owed by him/her to the Bank for the transfer, which fee is added to the due amount of the payment.
- 4.5. (Amended on 15.03.2021, in effect as from 15.03.2021) The client enters her/his card details, after which payment is effected electronically, based on the virtual POS terminal technology. If the card has been registered for Visa Secure or Mastercard Identity Check, the screen will also display a page of the Issuing Bank, in order for the authentication password (code) to be entered.
- 4.6. Those transactions, for which authorization has been received from the card issuing Bank, will be reported as paid in the systems of the respective companies.
- 4.7. A screen will display a payment receipt, which the user can either print or save in a folder on her/his PC in Pdf format.

#### 5. Taxes and fees' payment process:

5.1. The client selects a municipality and enters the details into the Unique ID field (Personal ID number, BULSTAT, Personal ID number of a foreigner) and a tax record number.

5.2. (amended on 24.03.2022, in effect as from 24.03.2022) .In case the criteria as per Item 5.1 have been entered correctly, there will be information displayed on the screen about on the tax liabilities for all types of locale taxes and fees, due by the taxable person to the selected municipality. Payment of locale taxes and fees is possible only per tax liability type and in the sequence of their occurrence (Property Tax for all properties, Waste Disposal Fee for all properties, etc.), as with one transaction you can pay a random number of liabilities for local taxes and fees of one taxable person under different tax account numbers.

5.3. The user is provided in advance with information about the fee, owed by him/her to the Bank for the transfer, which fee is added to the due amount of the payment.

5.4. (Amended on 15.03.2021, in effect as from 15.03.2021) The client enters his/her card details, after which payment is effected electronically, based on the virtual POS terminal technology. If the card has been registered for Visa Secure or Mastercard Identity Check, the screen will also display a page of the card-issuing Bank, in order for an authentication password (code) to be entered.

5.5. Transactions, for which authorization has been received from the card-issuing bank, are reported in real time in the system of the respective municipality.

5.6. A screen will display a payment receipt, which the user can either print or save in a folder on his/her PC in Pdf format.

#### 6. Payment process for repayment of liabilities under loans, provided by UBB:

6.1. The user has the opportunity to repay his/her installments under credit products, provided to him/her by United Bulgarian Bank AD, and namely: repayment of a utilized credit card limit, due installments under open, consumer and/or mortgage loans.

6.2. (Amended on 15.03.2021, in effect as from 15.03.2021) The client needs to choose the type of obligation he/she is going to repay and should enter a repayment amount.

6.3. (Amended on 15.03.2021, in effect as from 15.03.2021) Authentication of the credit product holder is being made by inputting the Personal ID Number (EGN) or the client number with UBB.

6.4. The system validates the availability in the database of the respective credit product for the identified client and in case of a match, it proceeds to the next payment step.

6.5. (Amended on 15.03.2021, in effect as from 15.03.2021) The client should enter his/her card data and then the payment will be made electronically, based on the Virtual POS Terminal technology. If the card has been registered for Visa Secure or Mastercard Identity Check, the screen will also visualize a page of the Issuer Bank for entering an authentication password (code).

6.6. Upon payment of an amount that exceeds the callable liability, UBB shall not consider this loan prepayment. In order to prepay a portion of a principal, an explicit request shall have to be submitted, as per the loan agreement.

6.7. If the amount does not cover the selected liability, UBB shall treat this payment as a partial one.

6.8. Transactions, for which authorization has been received from the card issuing Bank, shall be reported as paid credit obligations in the UBB system. Transactions performed till 16:30 h., are posted within the current business day, while those performed after 16:30 h. will be posted on the next business day.

6.9. A screen will display a payment receipt, which the user can either print or save in a folder on his/her PC in Pdf format.

6.10. (Deleted, in effect as 24.03.2022).

#### 7. Transfer of amounts to retention accounts for fund raising initiatives:

7.1. The client selects the respective fund raising initiative and enters the amount that he/she wishes to donate.

7.2. (Amended on 15.03.2021, in effect as from 15.03.2021) The client enters his/her card details, after which payment is effected electronically, based on the virtual POS terminal technology. If the card has been registered for Visa Secure or Mastercard Identity Check, the screen will also display a page of the Issuing Bank, so as the authentication password (code) to be entered.

7.3. Those transactions, for which authorization has been received from the card-issuing bank, are accepted by the system and are executed by UBB, as the beneficiary's account is credited till the end of the next business day.

7.4. A screen will display a payment receipt, which the user can either print or save in a folder on his/her PC in Pdf format.

8. Signing of an agreement between the user and UBB:

8.1. (Amended on 15.03.2021, in effect as from 15.03.2021) The cardholder needs to accept the General Terms of UPAY, as well as should confirm his/her awareness of UBB Information on the Processing of Personal Data by checking the following options „I hereby state my awareness and acceptance of the UPAY General Terms“; „I hereby state my awareness of the UBB AD Information on the Processing of Personal Data document“.

8.2. (Amended on 15.03.2021, in effect as from 15.03.2021) Having granted his/her consent the user should then choose the button, by which he/she will provide ultimate confirmation for effecting the transaction, thus concluding an Order Agreement with UBB, by virtue of which the Bank undertakes to pay the indicated amount to the beneficiary after authorization by the bank -issuer of the card.

8.3. Prior to performing all actions, described in Item 8.1 and 8.2, the user is not a party to an agreement with United Bulgarian Bank AD.

9. Transaction, for which authorization from the Issuing Bank has been received, shall not be subject to subsequent user cancellation or adjustment.

10. In case of the user's idleness in the gateway for over 30 minutes he / she will be redirected to the home page.

### **DUE FEES**

11.1. Users shall owe fees for payments made through the UPAY payment gateway, in accordance with the Fees and Commissions' Tariff for Individuals and Fees and Commissions' Tariff for Business Clients of UBB AD, respectively.

11.2. A random number of bills to different companies can be paid with one card transaction. A fee will be due for each bill paid.

11.3. (amended on 24.03.2022, in effect as from 24.03.2022) Upon payment of local taxes and fees via the UPAY payment gateway one transaction may include a random number of a taxable person's obligations for local taxes and fees per different tax account numbers to the selected municipality, as the fee shall be applicable to the payment of all obligations under each individual tax account number, made with the respective transaction.

### **REGISTRATION IN [www.ubbpay.bg](http://www.ubbpay.bg)**

12. The client has to register in the [www.ubbpay.bg](http://www.ubbpay.bg) website, by filling in the following fields in the registration form: name, last name, date of birth, e-mail address, (which is also the user name for the payment gateway), mobile network operator, cell phone number, a password and a confirmation code, generated by the system.

13. Following data input, the system will send a message to the electronic address, specified by the Client with a hyperlink for confirming the performed registration. By clicking the hyperlink the e-mail address, registered by the Client, will be verified. The Client's entering a selected password will finalize the registration process.

14. The Client undertakes not to disclose to anyone his/her registration-related data and use the website services only in person.

15. (Amended on 15.03.2021, in effect as from 15.03.2021) By checking the „I hereby state my awareness and acceptance of the UPAY General Terms“; „I hereby state my awareness of the UBB AD Information on the Processing of Personal Data document“ options and by clicking on the „Confirm“ button the User will consent to have the rules, stipulated in these General Terms, binding upon him/her.

16. (Amended on 15.03.2021, in effect as from 15.03.2021) Following the registration, while using the services in the site, the Client needs to be additionally identified, through entering either his/her Personal Identity Number or Client Number and specifying his/her mobile operator. The additional identification will grant access to the services, specified in Item.1.5-1.8 hereof, and a client of UBB AD may identify himself/herself as such in the UPAY payment gateway via one e-mail address only. The service as per Item 1.8 of these General Terms is accessible only by clients, who use payment cards, issued by UBB.

17. Non-registered users will receive a one-time receipt for the performed payment. If they wish to obtain information and receipts for previous payments, performed by them, they shall have to register.

18. Registered users can change the e-mail address, with which they have registered in the payment gateway. The system will send a message to the new e-mail address, indicated by the Client with a hyperlink for change confirmation. Upon opening the hyperlink the new e-mail address, registered by the Client, will be verified. The Client's entering a selected password will finalize the registration change process. Changing the e-mail will automatically change the Client's user name for the payment gateway, while the created templates for utility companies and the reports on the Client's payments, effected before the change, will be maintained.

19. (Amended on 15.03.2021, in effect as from 15.03.2021) Every registered user may receive at the electronic address, stated by him/her, information about his/her activity in the payment gateway during a given period, effected payments over that period, availability of pending payments under pre-defined templates for payments to utility companies, about every successful payment, new services and amendments to the terms and conditions of existing services. Via the UPAY payment gateway clients can themselves administer the information they would like to receive. The information about availability of pending payments under pre-defined templates for payments to utility companies, as well as about each successful payment is being sent with no need of an additional request to be made by the Client, as at any time he/she may choose or cancel the receipt of notifications, via the Email Administration menu in the payment gateway. Each message also contains a link for cancelling the receipt of the particular notification type.

## STATEMENTS

20. Through the interface of the [www.ubbpay.bg](http://www.ubbpay.bg) website each registered user, identified as a UBB AD Client, will obtain access in pdf format to statements of his/her credit and OK cards, issued by UBB or accounts with the Bank. The report includes information about account movements and balances, as well as information about the operations, performed with the card.

21. Each client of UBB AD, registered and identified as such in the UPAY payment gateway can receive monthly statements regarding his/her credit or OK cards, issued by UBB AD or accounts with the Bank, to the e-mail, indicated upon his/her registration and verified by the Bank. Electronic monthly statements for a credit card or an OK card will be sent without the need of any additional request by the Client and irrespective of whether he/she receives a paper statement. Other electronic statements will be sent upon the Client's subscribing for the e-mail statement service via the UPAY payment gateway ([www.ubbpay.bg](http://www.ubbpay.bg)).

### **PAPER STATEMENT "TURN-OFF"**

22. UBB clients with credit cards and Open Loans can make a free-of-charge request for renouncing the receipt of paper statements through [www.ubbpay.bg](http://www.ubbpay.bg), by selecting Paper Statement Turn-Off menu through the Electronic Statements Section.

### **SERVICES FOR CHECKING THE CARDHOLDERS' AUTHENTICITY**

(Deleted, in effect as from 15.03.2021)

### **DISCONTINUING THE UTILISATION OF SERVICES**

23. The Client may at any time cancel the utilization of any service in the website, for which he/she has registered, through deactivating his/her registration and without owing any fees, commissions or other compensatory payments.

24. Deactivating the registration in UPAY payment gateway will discontinue the sending of email statements.

### **ADDITIONAL INFORMATION**

25. Upon occurrence of problems, related to the services, rendered through the site, as well as for obtaining further information, Clients may call 0700 117 17.

### **AMENDMENT TO THE GENERAL TERMS**

26. All amendments to the provisions, relating to payment services under these General Terms and the pertaining tariff, which prove less favorable to the Client, shall enter into effect following a preliminary notification of 2 months, performed by uploading those in the website's user interface. In case of the Client's disapproval of the amendments, he/she should deactivate his/her registration in the site by the time these become effective.

27. All amendments, being more favourable to the Client, shall have immediate effect.

### **PERSONAL DATA PROTECTION**

28. The Bank shall process the personal data of its clients by virtue of and in accordance with the Personal Data Protection Act (PDPA) and Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27.04.2016 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). By access to the UPAY payment gateway and by acceptance of UBB AD General Terms on using the payment Gateway by clients – natural persons, the Client shall state his/her awareness of the document entitled UBB AD Information on the Processing of Personal Data, available

on the Bank's website, [www.ubb.bg](http://www.ubb.bg), and in the banking halls, and through it he/she has become informed about:

28.1. UBB AD in the latter's capacity as a Personal Data Administrator and the manner in which the Bank's Data Protection Officer can be contacted;

28.2. His/her rights in line with the processing and protection of his/her personal data and the way to exercise those, including information on his/her entitlement to obtain details on the types of data, pertaining to him/her and processed by the Bank, as well as the source of such data, in case they have not been collected from the Client; his/her right to demand that the Bank should obliterate, adjust or restrict the processing of his/her personal data, which processing is being improperly or unlawfully handled; his/her entitlement to data portability; his/her right to object to the processing of his/her personal data, when such is being made on grounds of a legitimate interest of the Bank; his/her right to revoke the provided consent to the processing of his/her personal data for particular purposes, as well as his/her lawful entitlement to appeal before the Personal Data Protection Commission in the latter's capacity as a supervisory authority within the meaning of the General Data Protection Regulation;

28.3. The need to have his/her personal data processed and the eventual consequences, upon failure to provide those data;

28.4. The grounds for processing of his/her personal data, incl. information that the Bank is not going to process his/her personal data for the purpose of elaborating a client profile and for offering of tailor-made products and services in a direct way, without his/her explicit consent;

28.5. The purposes, for which the Bank processes his/her personal data, received under the terms and conditions of the particular Agreement, including together with other personal data of his/hers, which the Bank has lawfully obtained from third parties, incl. other personal data administrators, as well as about the Bank's entitlement to process his/her personal data even after discontinuing the provision of payment services, when such processing is needed for fulfillment of a statutory obligation of the Bank or for protection of its lawful interests, as well as in other cases, permitted by law.

28.6. About the recipients, to which his/her personal data could be provided by the Bank in the cases, permitted by law – other personal data administrators or personal data processors, acting on

the Bank's behalf, including, but not limited to: state and municipal bodies and institutions, insurance and health insurance companies, credit registers and bureaus, entities specialized in risk analysis and assessment, collecting of receivables or preventing and establishing illegal actions, including crimes; about eventual provision by the Bank of the Client's personal data to third countries, while observing the regulatory requirements, including also electronic cross-border transfer of data, necessary for effecting international transactions, by providing these data to payment systems' operators and other entities, specialized in processing of transactions with payment instruments;

28.7. The periods for storage of his/her personal data by the Bank.

29. Client declares that he has informed the third parties, that their personal data will be provided to UBB AD and they agree the Bank to process their data for providing payment services and related to them non – payment services, provided through the UPAY payment gateway of the [www.ubbpay.bg](http://www.ubbpay.bg) website.

29.1. Client declares that by the acceptance of UBB AD General Terms on using the payment Gateway by clients – natural persons commits to inform about this document the third parties whose personal data I have stated in order for the Bank to fulfill its obligations under art. 14 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.

## ADDITIONAL PROVISIONS

30. Should any claims occur relating to transactions unapproved by the card holder, the latter may refer to her/his card issuer, and their relations shall be settled pursuant to the provisions of the signed between them frame agreement and the General Terms for the Provision of Payment Services.

31. To all issues not provided for in these General Terms and in the particular agreements for payment services, concerning the relations between the Client and UBB, the effective legislation of the Republic of Bulgaria shall apply.

32. Both parties agree that all disputes between them, having originated in line with the present General Terms, shall be resolved through mutual consent, while in case of a failure to reach consensus – by a court of respective authority pursuant to the effective Bulgarian laws.

## MAIN DEFINITIONS

1. **Authorization** means checking of the card's account balance, as well as the status of the card itself and subsequent approval or rejection of the order for transfer of funds.

2. (Amended on 15.03.2021, in effect as from 15.03.2021) The Bank or UBB is United Bulgarian Bank AD, entered in the Commercial Register with the Registry Agency, Company Identity Number 000694959, with its supervisory authority being the Bulgarian National Bank with address: city of Sofia 1000, 1 Knyaz Aleksander I Sq. and its controlling authority being the Commission for Consumer Protection with address: Sofia, 4A Slaveykov Sq., 3rd floor, registered as a Personal Data Administrator under number 0006399 of the Commission for Personal Data Protection, having registered office and head office address in the city of Sofia, 89B Vitosha Blvd., website: [www.ubb.bg](http://www.ubb.bg), phone 0700 117 17, registered pursuant to the VAT Act.

3. **Virtual POS terminal** is an electronic system, through which payments for goods, services and other liabilities are performed through an Internet site.

4. **Card details** means the card number, validity date, secure code (or card verification code) and cardholder's name, written on the respective card payment instrument.

5. **Card issuer** means a licensed provider of payment services, supplying card payment instruments, through which clients dispose of funds available in their accounts under terms, conditions and procedure provided for in a frame agreement.

6. **Reason** for effecting the payment through the UPAY site can only be a liquid and callable receivable of the beneficiary from the liable person, stated by the client.

7. **Beneficiary** of the payment through the UPAY site can only be a legal entity, included in the list of UBB AD counterparties, which you can find here (a link to the list). The beneficiary is individualized with its name and address.

8. **User (referred to also as Client, Account Holder or User of Payment Services)** is a natural person, using the UPAY system, in order to pay money liabilities to beneficiaries.

These General Terms are in effect since February 3rd, 2014.

Amendments to these General Terms were made on 03.11.2014, effective from their approval date.

These General Terms were amended on 23.03.2015, with amendments' effectiveness date being 25.05.2015.

These General Terms were amended on 17.09.2018, with amendments' effectiveness date being 17.09.2018.

These General Terms were amended on 15.03.2021, with amendments' effectiveness date being 15.03.2021.

These General Terms were amended on 24.03.2022, with amendments' effectiveness date being 24.03.2022.