

I. General Provisions

1. These General Terms and Conditions of Tokuda Bank AD for Internet Banking (General Terms and Conditions) shall regulate the procedure, terms and conditions, under which Tokuda Bank AD (the Bank) provides banking and payment services through the Bank's Internet Banking System as well as the relationship between the Bank and users of banking and payment services (Customer\Customers). These General Terms and Conditions shall regulate also the relationship between the Bank and the persons authorized by the Customer (User \ Users) to represent them before the Bank regarding the use of banking and payment services through the Internet Banking System.

2. The General Terms and Conditions are adopted on the grounds of the Payment Services and Payment Systems Act (PSPSA), Ordinance №3 as of 18 April 2018 of the Bulgarian National Bank (BNB) on the terms and procedure for opening of payment accounts, for the execution of payment transactions and use of payment instruments (Ordinance №3), the Electronic Document and Electronic Signature Act (EDESA), the BNB Guidelines and the current Bulgarian legislation.

3. The General Terms and Conditions of Tokuda Bank AD for payment services provision or the relevant terms and conditions of the Bank for a specific type of payment account to which the customer is willing to include the Internet Banking (IB) service, shall be integral parts of these General Terms and Conditions.

4. Before being granted access to Internet Banking, the Customer has to become familiar with these General Terms and Conditions, the Security Recommendations, the User Guide for Internet Banking and with the relevant and applicable General Terms and Conditions for payment services of Tokuda Bank, or with any other terms and conditions of the Bank applicable to the type of payment account and the Tariff of interest rates, fees and commissions, which Tokuda Bank AD applies in its operations ("the Tariff") published on the Bank's website (<http://www.tokudabank.bg/>).

5. For the purposes and needs of these General Terms and Conditions, the concepts used hereinafter shall have the following meaning:

Internet Banking (IB) is an information system via which the Bank provides to Customers banking and payment services available on the Internet at: <https://rbank.tokudabank.bg>.

Customer/ Account Holder is a client of the Bank who is a user of banking and payment services provided by the Bank.

User is a person authorized by the Customer to represent him/her before the Bank in using banking and payment services through the Bank's Internet Banking System.

PUK1 – Personal unique code is a unique 4-digit identification code, which is used in Internet banking by the Customer or the User for unlock of user session in case of incorrect exit from the system.

PUK2 - Personal unique code is a unique 4-digit identification code, which is used by the Customer or the User in Internet banking in case of changing user name and password.

TAN – Transaction Authentication Number is a unique, one-off, 6-digit numerical code obtained as electronic message sent to a mobile phone (sms), which is used by the Customer or the User in Internet banking to sign or send payment and non-payment documents to the Bank. The **TAN sent by sms** is valid for a limited period of time and may be used only once. In their mutual relations, the Bank and the Customer or the Bank and the User acknowledge that TAN by sms is an advanced electronic signature and as such, they agree that it shall be recognized as an autographic signature in relations between them.

Payment services means services within the meaning of Art. 4 of the Payment Services and Payment Systems Act.

Payment order means any order by the Client whereby he/she orders the Bank to execute a payment transaction.

Payment instrument is personalized/ customized device / devices and/ or set of procedures agreed between the Customer and the Bank and used by the Customer /User to initiate a payment order.

Payment account means an account held in the name of the Customer with the Bank and used for the execution of payment transactions.

6. The Bank, the Customer and the User acknowledge and agree in their relations to recognize, TAN by sms, through which electronic payment and non-payment documents are signed by the Customer or the User, shall be equal to an autographic signature and electronic documents signed by the Customer or the User are duly completed, valid and signed original documents binding upon the parties.

II. Nature and scope of the service

7. For the purposes of using the IB service, the Bank and the Customer / User shall accept the following means of electronic identification and authorization: user name and password, PUK1, PUK2 and TAN by sms.

8. Customer Service via Internet Banking includes the following services:

Active Banking: Remote execution of the following transactions in compliance with the current legislation:

1. payments in BGN and foreign currency in the country and abroad;
2. non-cash purchase and sale of currency;;
3. requests for cash withdrawals at cash desk;
4. direct debit;
5. free-text messages.

Passive Banking: Getting the following operational and reference information:

6. latest account balances;
7. movements in the accounts;
8. ordered payments for the day and by periods;
9. received payments for the day and by periods.

The Bank shall reserve the right at any time to improve and change the scope of services provided through the Internet Banking System; to change the means of authentication for signing and sending documents to the Bank (password, username, PUK1, PUK2, TAN by sms), to restrict or suspend the Customer/User access to the system in case of regulatory changes, for security reasons, etc. The Bank shall notify the Customer of any changes by placing a message in the Bank's parlors or by sending an electronic message or by publishing the new documents on the Bank's website, or by other appropriate means.

III. Conditions of use

9. Any Customer who has a payment, deposit, card, accumulation or special account in BGN or foreign currency opened with the Bank, may have access to the Internet Banking of Tokuda Bank AD.

10. For working with the Internet Banking System, the Bank recommends using:

- a) Operating System: MS Windows XP, Vista, 7, 8, 10;
- b) Browser: Internet Explorer 6 or higher, Google Chrome.

IV. Registration and access right

11. The Bank shall provide access to the Internet Banking System following an explicit written Application for registration /change of the Internet Banking service submitted by the Customer to a Bank employee.

12. Customers may authorize one or more Users to operate through the Internet Banking System with their accounts with the Bank on their behalf and at their expense. To this end, Users and their rights to represent the Customer shall be specified in the Application for registration / change. Users having the right to operate with accounts of a Customer can only be persons, who are expressly authorized by the Customer with a notary certified or issued under the terms of Bank power of attorney (enclosed with the Application) and are introduced by the former to the Bank.

13. When submitting the Application for registration / change, the Customer and / or authorized Users have to provide a valid mobile phone number to obtain a TAN, through which to sign and send documents to the Bank. The Customer/User is obliged to notify the Bank when changing the mobile number. If the Customer / User has changed the mobile phone number or has given incorrect or wrong one, then all messages sent to the specified mobile phone number shall be considered duly received.

14. The Bank shall register the Customer and the authorized Users in the Internet Banking System within three (3) business days after all requirements for identification and access are met. The Bank shall deliver in person to the Customer or to the authorized Users: username, password, and if applicable, PUK1 and PUK2.

15. After registration and activation of access to Internet Banking, the Customer / User gets access to all the accounts as listed in the Application for registration / change of the Internet Banking Service in accordance with the initially set access rights.

16. Access rights to the Internet Banking System, respectively modification of the access rights shall be determined in the Application. In order to be accessed through the Internet Banking System, all newly opened accounts should be added to the Application for registration / change.

17. Access to the Internet Banking System of Tokuda Bank AD is carried out by simultaneously entering username and password. Signing and sending payment and other electronic documents requires entering TAN, as obtained by sms. Entering TAN shall have the force of legally valid act intended signed with an autographic signature.

V. Rights and obligations of the Customer

18. The Customer/Users of services via the Internet Banking System shall have the following rights:

a) to use the services provided via the Internet Banking System at their discretion and according to their needs, in compliance with applicable law;

b) to order payment transactions of payments to the amount of the available assets and limit of the accounts specified in the Application for registration / change;

c) to cancel an order for payment transaction with the consent of the Bank not later than crediting the payee's account or sending the transfer to the relevant payment system, for which a fee shall be paid in accordance with the Bank's Tariff.

19. The Customer and Users shall have the following obligations:

a) to comply with these General Terms and Conditions, the Security Recommendations, the User Guide for Internet Banking and the General Terms and Conditions of Tokuda Bank AD for payment services provision as well as with any other terms and conditions of the Bank applicable to the type of payment account and available on the Bank's website (<http://www.tokudabank.bg/>);

b) to monitor the proper execution of their orders and alert when noticing inaccuracies in their execution by the Bank;

c) within two business days, to notify the Bank in writing by submitting the necessary documents of any changes, such as: changes in instruments of incorporation and address of the company; change in data, circumstances and facts concerning the persons entitled and / or authorized to dispose of the amounts in the bank accounts via the Internet Banking System; changed mobile phone number for receiving TAN via SMS. Changes shall have effect in respect of the Bank as of the receipt of the written notice;

d) to keep properly and use the user name and password, PUK1, PUK2 or TAN only personally, to take the necessary measures against the disclosure thereof to unauthorized third persons;

e) to notify immediately the Bank in the event of theft, loss, forfeiture or unauthorized use of access, identification and authentication data (password, username, PUK1, PUK2, TAN by sms, mobile phone number indicated for receiving TAN by sms);

f) to keep secret and exercise the appropriate control in order to prevent disclosure of access, identification and authentication details to unauthorized third persons (password, username, PUK1, PUK2, TAN by sms). In cases of abuse under the preceding sentence, consequences shall be borne by the Customer. In the event that the Customer/ User, by action or inaction, allows disclosure of the personalized security characteristics of access to a third party, it shall be considered that he/she has acted willfully and the Bank shall not be liable for the illegal actions of third parties based on unauthorized access to the Internet banking System.

20. Customers and Users shall declare that the following cases represent gross negligence and breach of obligations under Art. 53, PSPSA:

a) Where due to failure of the Customer / User to comply with the For the Bank:..... For the Customer:..... For the User:.....

Security Recommendations and the User Guide for Internet Banking, a third party acquires passwords, usernames, PUK1, PUK2 and TAN for access, signing and sending payment documents;

b) Where the Customer / User has not used Internet Banking at <https://rbank.tokudabank.bg>, but has used a 'phishing address';

c) Where a payment or other electronic document is signed and sent through the Internet Banking System from a computer under the control of the Customer / User 'infected' with a virus, spyware or otherwise compromised;

d) any other cases referred to in the law.

21. The Customer shall bear full responsibility for controlling the security and credibility of the transactions executed through the Internet Banking System as well as for the consequences of improper compilation and execution of payment documents. The Customer/ User shall be obliged to notify the Bank immediately of incorrectly executed electronic documents and unauthorized transactions made through the Internet Banking System.

VI. Rights and obligations of the Bank

22. The Bank shall have the following rights:

a) to block the use of the service in the presence of objective reasons relating to:

1. Internet Banking security;
2. suspected unauthorized access to Internet Banking;
3. fraudulent use of Internet Banking;
4. in other cases according to the law or the internal rules of the Bank.

In these cases, the Bank shall notify the Customer as soon as possible of the blocked access and the reasons thereof, unless the provision of such information is restricted for security reasons or in compliance with the regulatory requirements preventing the notification of the Customer;

b) to block access of the Customer /User upon receipt of a written request from the former without having to state a specific reason. The request may be submitted at a Bank's office, sent by e-mail to: info@tcebank.com or sent via the Internet Banking system. The Bank shall process the received written request within the business hours;

c) not to review the lawfulness in relation to payment transactions, unless a statutory instrument or the internal rules provide otherwise;

d) to collect from the accounts of the Customer ex officio the fees and commissions due for the services pursuant to the Tariff;

e) to change the terms, fees and commissions for the services used by the Customer, and shall notify him/her in advance through the proper channels;

f) to impose restrictions on execution of orders registered by the Customer in accordance with legal provisions and the internal rules of the Bank on security;

g) not to execute orders of the Customer in the event of insufficient funds in the accounts for the ordered amount and the fees and commissions of the Bank or the payment orders are inconsistent with applicable regulations;

h) to change the type and content of the reference information concerning movement on payment accounts in terms of scope and method, but unchanging the nature of the services provided via Internet Banking.

23. The Bank shall have the following obligations:

a) to provide Internet Banking to the Customer / User with the parameters set out in these General Terms and Conditions;

b) to execute the Customer's orders within the time limits set out in the Bank's General Terms and Conditions for payment services provision, respectively provided in other terms and conditions of the Bank applicable to the respective type of account;

c) to ensure that the personalized security components - username, password and PUK - before being delivered to the Customer / User, are not accessible to persons other than the Customer/User who is entitled to use the IB system as well as protected environment for working with the same;

d) to freeze the Customer's accounts serviced by the Internet Banking System, following receipt of request by the former or by authorities entitled to this.

24. Reference information shall be accessible around the clock,

except for the time interval when the core banking system is inaccessible to Customers. The Bank shall not be responsible for delays in updates due to reasons that are beyond its control and / or are not related to IB.

25. If necessary, the Bank shall perform appropriate adjustments to the management of accounts, passwords, rights to work with the IB system as well as other changes.

26. The Bank shall constantly improve the scope and effectiveness of the provided set of services included in the IB system and shall provide to the Customer information on the occurrence of any change either through the website or the Bank's office network. The Customer shall not owe the Bank fees for changes and supply of new additional services.

VII. Execution of payment orders in BGN and foreign currency

27. The Bank accepts stated by the Customer and / or User payment orders via Internet Banking on a 24/7 basis, except for the time interval when the core banking system is inaccessible for client operations. The Bank registers the exact time of receipt and when a payment order is received out of business hours, the same shall be considered received at the beginning of the next working day. Transactions are processed in the order of their arrival.

28. When placing with the Bank payment orders in BGN and foreign currency via the Internet Banking System, the terms and conditions for execution of payment orders in BGN and foreign currency shall apply in accordance with the Bank's General Terms and Conditions for payment services provision or the procedure relevant to the payment account.

29. Payment orders shall be executed only in case of available funds in the Customer's account sufficient for paying the ordered amount and the banking fees and commissions due for the transaction.

30. Deadlines for execution of BGN transfers:

a) Orders for interbank transfers in BGN are executed within the same day if sent to the Bank via the IB system by 15:00 h (for payments via BISERA) and by 15:00 h (for payments via RINGS). Orders sent after this time shall be executed within the next working day.

b) Orders for intrabank transfers are executed within the same day if sent to the Bank via the IB system by 16:30 h. Orders received after this time shall be executed within the next working day.

31. Deadlines for processing and execution of foreign currency transfers:

a) Orders for interbank foreign currency transfers are processed within the same working day if sent to the Bank via the IB system by 15:00 h and are executed in accordance with the value date specified by the Customer / User: SPOT (2 working days), TOM (1 working day) and EXPRESS (on the same day).

b) Orders for intrabank foreign currency transfers are executed within the same day if sent to the Bank via the IB system by 16:00 h of the working day.

c) Orders for foreign currency transfers sent to the Bank via the IB system after the specified hours shall be processed on the next working day.

32. BGN and foreign currency transfers can be ordered from payment accounts, in compliance with the provisions of the acting legislation, including the Currency Law and the regulations for its implementation, as well as the guidelines of the Bulgarian National Bank (BNB).

33. The Bank shall execute payment orders based on completed electronic payment order by the Customer in the IB system and Customer shall be responsible for the consequences of incorrect completing.

34. Each transaction executed by the Bank is automatically registered with a specific unique number that can serve the Customer or the Bank for further information on the accuracy of the effected transaction.

35. All fees and commissions payable by the Customer for transactions executed via the Internet Banking System are specified in the Tariff of Tokuda Bank AD.

36. When the Bank receives via the IB system order for payment (or other transaction) from the Customer / User, the Bank shall execute it unless:

a) the payment order particulars are not entered in accordance with the standards of the interbank transfers systems;

b) there are no sufficient funds in the Customer's account or the latter has been frozen pursuant to a procedure established by law or contract, or declarations and/or certificates and other documents required under current legislation, which are a prerequisite for its execution have not been submitted;

c) The Customer has not provided further confirmation of the corresponding payment (or other transaction), if such was requested by the Bank for security reasons by phone, e-mail or any other communication channel.

37. By the Application for registration / change of the Internet Banking Service, the Customer shall give his/her unconditional consent and shall authorize the Bank to enter electronic messages for the execution of Customer's payment orders in the respective interbank payment systems for servicing customer transfers (BISERA, RINGS, etc.) on his/her behalf and at his/her expense in accordance with the payment data submitted by the Customer to the Bank through the IB system.

38. In the event that a payment order cannot be executed, the Bank shall promptly inform the Customer thereof - by phone, fax, email, in writing or via the Internet Banking System.

39. In the event of a problem caused by reasons beyond the Bank's control, such as technical failures, natural disasters, strikes and other force majeure events, the Bank shall not be liable for breach of obligations under these General Terms and Conditions.

40. A payment order sent by the Customer / User to the Bank through the IB system, cannot be revoked by the latter, except in case the order was not executed by the Bank

41. Through the Internet Banking System, Customers and Users can trace the status of transfers ordered, the movements on their accounts and the collected fees and commissions.

VIII. Specific conditions and responsibilities

42. The Bank and the Customer /User shall strictly observe between them the technology for electronic document exchange.

43. In the event of doubt of insufficient security, electronic document exchange for initiating payments shall be suspended until clarification of the causes and their elimination.

44. In the event of inaccurate or wrong execution by the Bank of payment transaction sent by the Customer to the Bank through the IB system or incorrectly deducted fees and commissions, the Customer may submit to the Bank a written objection. The Bank shall rule and notify the Customer in writing of its decision within 7 days of lodging the objection. If no agreement is reached between the Customer and the Bank, the dispute shall be referred to the Conciliation Commission for Payment Disputes, established at the Commission for Consumer Protection or to the competent Bulgarian court.

The Bank shall keep an archive of information and data on the Customer / User and the electronic documents sent thereby for the purpose of accurate identification of the Customer and reproduction of electronic statements made by him/her.

45. All records on transactions ordered via Internet Banking shall be accounting documents within the meaning of Chapter I, Section II of the Accounting Act. They shall be considered true until proven otherwise.

46. The Bank shall not be liable for damages caused by using the IB service in case the former has executed in good faith orders of transfer / transaction before receiving notification of cancellation, misappropriation, forgery or any other illegal way of using the service. The Bank shall not be liable in case of occurrence of extraordinary and unforeseen circumstances beyond its control, where the consequences thereof would have been inevitable despite efforts to prevent them and in cases where the Bank has acted to fulfil a regulatory obligation.

47. In the event of modification in the technology of the electronic exchange of documents, actions to improve and refine the IB system and its protection, as well as in the event of legislative amendments or changes made for security reasons, the Bank shall notify the Customer of the occurred changes.

48. For all liabilities resulting from the use of the IB service, the responsibility for executed transactions shall rest with the Customer.

For the Bank:.....

For the Customer:.....

For the User:.....

49. The Customer shall be liable for any damage caused to the Bank or its customers in the event of misuse of the IB system.

50. The Customer shall be responsible for any damage caused to the Bank as a result of access in bad faith to the IB of persons authorized to represent him/her.

51. The Customer shall bear all the losses relating to any unauthorized payment transactions if incurred by fraud or gross negligence according to paragraph 20 above.

52. The Customer shall be liable for the consequences of wrongly submitted and authorized orders.

53. Insofar as these General Terms and Conditions do not provide otherwise, in the event of contestation of completed transactions via the IB system the provisions of the relevant agreement signed between the parties shall apply as well as the General Terms and Conditions of the Bank for payment services provision and other relevant terms of the Bank applicable to the respective type of payment account.

IX. Protection against unauthorized access. Passwords

54. The sealed username and passwords are delivered personally to the Customer / User in the presence of a bank officer against signature and a statement of delivery and acceptance, where the Bank shall ensure they remain a secret from their employees and third parties.

X. Term and Termination

55. The IB service shall enter into force upon written application for registration / change of the Internet Banking Service submitted by the Customer and receipt of username and password, and shall be for an indefinite duration.

56. The service shall be terminated in the following cases:

- a/ upon termination of the agreement concluded between the parties;
- b/ upon closing of accounts registered for internet access;
- c/ upon withdrawal of the rights granted to a specific User.

57. The Bank has the right to terminate the provision of the IB service to a Customer by deactivating the Internet Banking in case of default of any of the obligations of the Customer / User under any agreement with the Bank and / or in breach of these General Terms and Conditions.

58. Termination under the preceding paragraph cannot serve as grounds for reimbursement of already paid fees and commissions, if any.

59. The Customer may unilaterally terminate the IB service if the Bank does not fulfill its obligations or the service provided does not comply with the General Terms and Conditions. In this case the service shall be terminated on the date specified in the written notice or within 2 (two) business days following receipt by the Bank of the written notice when there is no date specified by the Customer.

60. The termination of the IB service shall not result in termination of the framework agreement for provision of payment services or any other type of agreement for payment account.

61. The termination of the rights granted with respect to one or more persons (User(s)) shall not lead to termination of the IB service for the Customer, but only to termination of User(s) rights, which shall be certified by a duly completed and submitted by the Customer Application for registration / change of the Internet Banking service.

XI. Miscellaneous

62. Alerts on noticed irregularities in the use of the IB service shall be communicated to the following telephone numbers: +359 2/403 79 51 or +359 2/403 79 53 during the Bank's business hours.

63. The Customer is aware and agrees to comply with the procedure for execution, receipt, validity and proof of electronic payment orders in accordance with the provisions of the current legislation, under which entering of PUK1 or TAN by sms for confirmation of electronic statements via Internet Banking by the Customer / User shall be a cryptographic signature of the information with the Customer's username, which constitutes an electronic signature within the meaning of EDESA and in their relations the parties shall recognize it as an autographic signature.

64. In its capacity as a personal data controller, TOKUDA BANK AD process the submitted personal data for the purpose of fulfilling the Bank's legal obligations and in accordance with Personal Data Protection Act, Regulation (EU) 2016/679 of the European Parliament

and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Personal Data Protection Policy of the Bank.

65. The information of the Customer provided under Art. 41 of the Payment Services and Payment Systems Act (PSPSA) upon the conclusion of a framework agreement, is relevant also to the present General Terms and Conditions, unless otherwise agreed.

66. As regards any issues unregulated by these General Terms and Conditions, the rules of the framework agreement for payment services provision shall apply as well as the General Terms and Conditions for payment services provision applicable thereto, respectively of the signed contract and the Bank's terms applicable to the respective type of payment account.

67. These General Terms and Conditions shall be subject to unilateral update by the Bank in accordance with the development and improvement of the IB system technology. The Bank shall promptly notify customers of any changes.

68. The General Terms and Conditions are adopted on the grounds of the Payment Services and Payment Systems Act (PSPSA), Ordinance №3 of the BNB, the guidelines of the BNB and the current Bulgarian legislation.

These General Terms and Conditions were adopted by Decision of the Management Board of Tokuda Bank AD recorded in Minutes of Meeting on 05.07.2018 and enter into force from the date of their adoption as of 06.09.2018.

Amendments of the present General Terms and Conditions were adopted by Decision of the Management Board of Tokuda Bank AD recorded in Minutes of Meeting №797/12.12.2018 and enter into force from the date of their adoption.

Amendments of the present General Terms and Conditions were adopted by Decision of the Management Board enter into force from the date of their adoption as of 08.05.2019.

For the Bank:.....

For the Customer:.....

For the User:.....