

Dear Sir or Madam,

From 15.03.2024. the new General Terms and Conditions for retail customers by payment accounts: current, gyro and foreign currency accounts will enter into force.

There are changes in the part of insurance within the IN package, in addition to which an insurance policy against the death of the package User is offered, within the Article 14. IN PACKAGE.

The Bank has provided its clients with extended coverage for the risk of death, in such a way that during the use of the IN package, clients are insured until they reach a maximum of 75 years of age.

In the framework of the aforementioned insurance, clients are insured up to the amount of the used overdraft on the current account and the amount of the debt on credit cards, but not beyond the 5,000.00 KM.

The Bank reserves the right to change the partner insurance company during the duration of the contract on the use of the IN package.

## INTESA SANPAOLO BANKA Bosna i Hercegovina

### GENERAL TERMS AND CONDITIONS FOR RETAIL CUSTOMERS BY PAYMENT ACCOUNTS: CURRENT, GYRO AND FOREIGN CURRENCY ACCOUNTS

### 1. GENERAL PROVISIONS

**1.1.** By these General Terms and Conditions for retail customers by payment accounts: current, gyro and foreign-currency accounts, (hereinafter: Terms and Conditions), Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) establishes basis for (mandatory) business relations between the Bank and its retail customers (hereinafter: the customer, owners of account, authorized person, primary and additional card holder) whom the Bank offers its services of use of the current, gyro and foreign currency account (hereinafter: the accounts), continuously or periodically

**1.2.** By these Terms and Conditions, the Bank stipulates uniform conditions for opening and maintaining payment accounts: current, gyro and foreign-currency accounts (hereinafter: accounts), forming, and disposal of funds, interest calculation, collection of fees for the Bank's services, notification and closing of accounts.

**1.3.** The customer, in terms of these Terms and Conditions, is a private individual, resident and/or non-resident, capable of carrying all rights and obligations, with which the Bank directly or by proxy holder/legal representative, in accordance with valid regulations, concludes Agreements. I.e., to which it offers particular banking and financial services and who accepted these Terms and Conditions. The term "resident/non-resident" is defined by the Law on Foreign Currency Operations in the FBiH, RS and Brčko District of BiH.

**1.4.** These Terms and Conditions shall be applied together with individual Agreement concluded with the Account holder. In case that an individual Agreement with customer differs from these terms and conditions, provisions of individual Agreement shall be applied.

**1.5.** The Bank shall insure savings deposits with the Deposit Insurance Agency of Bosnia and Herzegovina up to BAM 70.000 according to the currently applicable regulations of the Deposit Insurance Agency of BiH. In case the Deposit Insurance Agency of BiH changes the mentioned amount by its decision, the Bank shall start applying it by default.

**1.6.** In conformity with these Terms and Conditions, the Bank opens the following payment accounts: current account, gyro account and foreign-currency account.

**1.7.** Pursuant to applicable regulations, operations by accounts in the Bank are subject to competent bodies' supervision, with respect to legal liabilities. The Bank is therefore obliged to report to competent bodies all data on movements on accounts, upon request and in accordance with valid regulations.

**1.8.** The Bank is obliged to report to the State Investigation and Protection Agency, Financial Intelligence Department, all transactions, which are subject to such obligation pursuant to the Law on the Prevention of Money Laundering and financing of terrorist activities in BiH as well as the Bank's internal procedures related to measures and activities for prevention of money laundering and financing of terrorism.

**1.9.** Signing the Agreement, account holder and possible proxies give the irrevocable consent to the Bank to undertake all actions related to processing their personal data and confidential information obtained upon Agreement realization, and to deliver such data to members of Intesa Sanpaolo in the country and beyond, and to companies with which the Contract on business cooperation was concluded, and companies dealing with verification of credit histories, statistics, and to any state body or institution to which the Bank is obliged to deliver such data, pursuant to valid provisions, in order to regulate

contractual relations with the Bank and all other contractual/business relations they might have with the Bank. The consent is given from the moment of signing the Agreement until its expiration on any basis, that is, until all contractual/business obligations have been fulfilled towards the Bank.

**1.10.** The customer is obliged to inform the Bank of any change of personal and other data, especially about the changes of permanent or temporary residence (status residents/non-resident) on the basis of which the account was open to him or the loan was granted to him in the Bank. The Customer shall be held accountable for any omission or damage resulting from non-compliance with the delivery of data on the changes occurred.

The Bank shall keep copies of documents on the change of data on account holder, change on the resident's status or nonresident's status on grounds of which the Bank makes rebooking on appropriate accounts, together with documentation based on which the account was opened in the period in which the Bank is obliged in accordance with the law, to keep documentation based on which the account was opened.

**1.11.** The Bank shall process the personal data of the customer in accordance with BiH Law on protection of personal data.

**1.12.** The mandatory elements of Agreement on the account to be concluded with the Account holder have been defined by the valid regulations and are presented in the draft agreement, that is, the concrete agreement with the Bank.

**1.13.** The Bank is obliged to inform the Account holder about the conditions and all essential characteristics of the service it offers in the pre-contractual phase of the agreement conclusion, by providing a personalized information sheet in written form.

**1.14.** The Bank provides the Account holder with the information and related explanations about terms and conditions of the Account Agreement, to enable the Account Holder to compare the offers by various service providers and to assess whether the Account Agreement corresponds to his/her needs and financial situation.

**1.15.** Upon his/her request, the Bank will hand over free-of-charge a draft Agreement to the Account holder, in order to assess it outside the Bank's premises. Draft Agreement contains basic data on the account. The Bank will not issue a free-of-charge

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draft Agreement if it assesses that it does not want to establish business relations with the account holder in the specific legal affairs.

**1.16.** By signing the Agreement on the Account, the contractual parties agree that the following documents of the Bank have been presented to the Account Holder prior to Agreement signing: Terms and Conditions and valid Decision on fees and other costs of the Bank for operations with domestic and foreign parties, and that they make an integral part of the Agreement as well as that the documents listed in this point will apply to everything that is not regulated with the Account Agreement.

**1.17.** Instead of signature, an illiterate person (person who does not know how to read and write), leaves the fingerprint of forefinger of right hand. If this is not possible, he will leave the fingerprint of another finger. By leaving his fingerprint, the customer accepts all provisions listed in the point 1.16 of these General Terms and Conditions.

**1.18.** The monetary contractual obligations must be determined, that is, determinable in the agreement concluded by the Account Holder and the Bank.

**1.19.** The Bank retains the right to change and amend the General Terms and Conditions in accordance with valid regulations and its business policies. The Bank is obliged to send a written notification thereof to the Customer within min. 2 (two) months prior to any such change. In that case, the Customer agrees with any changes and amendments to General Terms and Conditions of retail operations by payment accounts: current, gyro and foreign currency account and he/she can obtain information in the Bank's branches as well as through publication of General Terms and Conditions by current, gyro and foreign currency accounts on the Bank's web site. If the Customer does not accept changes and amendments to General Terms and Conditions by payment accounts: current, gyro and foreign-currency accounts, the Customer is obliged to notify the Bank in writing on its position within 15 (fifteen) days, upon receipt of written information After that, within 90 (ninety) days, the Bank shall have the right to declare debts due and make unilateral cancellation of Agreement on account. In that case, the customer is obliged to settle entire due debt towards the Bank. If the customer does not settle entire due debt, the Bank shall undertake all legal activities in order to collect due debts by allowed accounts' overdrafts that the Bank declared due, and request collection of due debt before competent court.

For accounts contracted in the organizational part located on the territory of the Republika Srpska, in case of amendments to the mandatory provisions of the contract, the Bank is obliged to submit to the Account Holder in writing a proposal for changes and amendments, no later than 2 (two) months before the proposed date of their application within which period, the Account Holder can agree with the changes and proposed amendments. If the Account Holder does not notify the Bank that he does not agree with the proposed amendments to the contract, it is considered that he agrees with the proposal. If the Account Holder notifies the Bank within the stipulated period of 2 (two) months of not accepting the changes in the fees referred to in this item of the Agreement, he is obliged to make a total refund of all possible remaining debts under this Agreement within 90 (ninety) days. After 90 (ninety) days, the Bank has the right to cancel this Agreement and declare due all possible claims against the Account Holder/proxy holders. The Account Holder in this case agrees that the Bank may debit his current account opened with this Bank for the amount of the calculated fee.

**1.20.** The Customer undertakes to sign and submit to the Bank all necessary statements and/or documents in case of the need to determine his FATCA status at the invitation of the Bank, and to submit to the Bank all the necessary documentation necessary for determining the FATCA status of the customer, to which the Bank is bound by FATCA regulations. The Customer undertakes to sign appropriate statements authorizing the Bank to submit all of his personal data, as well as information about all his accounts opened with the Bank, to the United States Treasury Department (Internal Revenue Service).

The subject, who determines any of the indicators that make that subject apply the aforementioned U.S. Foreign Account Tax Act, aimed at preventing U.S. taxpayers from avoiding paying taxes by using foreign accounts, has FATCA (Foreign Account Tax Compliance Act).

**1.21.** These General Terms and Conditions have been produced in writing and are available in business network and through other Bank's distribution channels (on the Bank's website, business premises, etc.).

### 2. ACCOUNTI OPENING AND MAINTAINING

**2.1.** The Bank opens an account for receiving payments and performing disbursements for a private individual based on the signed Agreement. Agreement with the Bank is to be concluded by the Account Holder, by legal representative on behalf of the minor or by guardian on behalf of the person under guardianship. By signing the Account Agreement, contracting parties accept their rights and liabilities. All subsequent changes and amendments to the Account Agreement will be carried out by providing written consent of the Account Holder, if it is necessary, as per local regulations. One copy of the Agreement is to be given to the Account Holder.

2.2. Owner of account can have only one current and gyro account opened with the Bank and a few foreign-currency accounts.

2.3. Account Holder can have only one current and gyro account. I.e. Several foreign currency accounts in the Bank.

**2.4.** On the occasion of opening account, the Bank identifies the customer on the basis of his/her identification document (Identification card/ passport or other appropriate document with photograph or other respective document) and determines his/her name and surname, resident address, date of birth, Social Security number of passport number and the country that issued it, and data on the document on the basis of which identification is performed (name and number of document and the body/authorities were the document is issued).

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When opening the account, the Bank shall determine the name of company/employer where the customer is employed, and source of funds

**2.5.** The Bank shall not open a current account to customers who, as at the day the current account is opened, have unsettled liabilities towards the Bank by any basis or that are in worse category in the Bank, nor to the customers that were in the bad assets category in the last 12 (twelve) months (due unsettled liabilities to Bank longer than 270 days).

### 2.6. Opening of account for resident person/individual

If the Account Holder for whom the Bank opens the savings/term deposit is not present, the Bank shall open the account based on the certified valid identification document (original or a copy with original for review) and the power of attorney certified by the competent authority or diplomatic or consular representative office of Bosnia and Herzegovina, submitted to the Bank by the attorney authorised by the Account Holder for the mentioned purpose.

When establishing and verifying the identity in the absence of the Account Holder, the Bank's employee shall conduct the following measures:

- collect additional instruments, data or information for verification of the Account Holder identity;
- further verify the submitted instruments or additionally confirm them with the credit or financial institution;
- implement the measure that the first payment in the business activity is made via the account opened on behalf of the Customer with other credit institution.

When opening current, gyro and foreign currency accounts to residents, the Bank shall retain a copy of the ID document and a certificate of temporary or permanent residence (original or copy subject to presentment of an original) used to determine the customer identity. A copy of ID document does not have to be certified by competent authorities. If a private individual establishes a business relationship with the Bank for the first time, the certificate of place of permanent/temporary residence must not be older than 6 months. If a private individual has already established a business relationship with the Bank, he is required to submit a certificate of permanent of temporary residence if he has not changed their residence.

## 2.7. Opening of account for non-resident/private individual

The non-resident account is an account where the non-resident's funds are held based on the agreement concluded between the non-resident and the Bank. A non-resident private individual may open the account in domestic or foreign currency pursuant to the Law on Foreign Exchange Operations in the Federation of BiH, Republika Srpska and Brčko District BiH. The Bank shall open payment account to a non-resident/private individual, on their application, with which he will submit documents for verification of his identity as well as his citizenship, i.e. permanent or temporary residence in the past year (a passport or other appropriate personal document with a photo).

The Bank opens an account to a non-resident/private individual on the basis of a court decision, whereby the contract is signed by the person from the executive court decision, i.e. the person determined as the guardian (e.g. by the decision of the guardianship authority). The Bank establishes the identity of that person. With the stipulated documents, the mentioned person shall also submit to the Bank the documents based on which the Account Holder's identity shall be established,

If the Account Holder to which the Bank opens an account is not present, the Account Holder may authorize another person to conclude a contract on his behalf and in his name. The Bank shall open the account based on the certified copy of a valid identification document and the power of attorney certified by the domestic or foreign competent authority, or diplomatic or the consular representative office of the non-resident's country or Bosnia and Herzegovina. The respective power of attorney must not be older than 3 (three) months.

With the stipulated documents the authorized person is required to submit also the documents based on which the identity of the Account Holder can be established.

All these documents, except in the form of a certified copy by the competent authority are also to be delivered in certified translation in one of the official languages of BiH.

When establishing and verifying the identity in the absence of the Account Holder, the Bank's employee shall conduct the following measures:

- collect additional instruments, data or information for verification of the Account Holder identity;
- further verify the submitted instruments or additionally confirm them with the credit or financial institution;
- implement the measure that the first payment in the business activity is made via the account opened on behalf of the Account Holder with other credit institution.

The Bank shall retain a copy of the identification document based on which it has identified the non-resident or certified documents received in other way by it for the purpose of the account opening A copy of ID document does have to be certified by competent authorities. The document certifications must not be older than 3 (three<sup>a</sup>) months.

### 2.8. Opening of an account for a minor

When opening the account for a minor, the application for the account opening shall be submitted and the agreement signed by the Legal Representative/Guardian. The account shall be registered in the name of the minor. Legal representatives of minors are parents or other persons who are legally designated as their representatives. When opening the account in the name of a minor the Bank shall register the name of the Legal Representative/Guardian who has applied for the account opening. The Legal Representative/Guardian shall present to the Bank documents for proving their identity and the family relation (a birth certificate) or other document as a proof of the legal powers for representation (e.g. a decision of the guardianship ordering authority for the guardian The Bank shall retain copies on file / in archive of the documents used in the account opening on behalf of an under age child together with those of his/her legal representative/guardian. The legal



representative may dispose of the funds on the minor's account. The right to dispose of funds on the minor's account by the Legal Representative has been established by the applicable legal regulations. The Legal Representative may authorise other adult person, making sure that the authorised person does not have more rights than the Legal Representative. The current account is opened to a minor exclusively for payment of awards, pensions, earnings generated through the service and other income for which no special approval is required. Upon conclusion of the Account Agreement, the legal representative is issued a signature/bank card. The signature/bank card is not handed over to a minor but it remains in the Bank unless the conditions prescribed by point 2.8.1 of these Conditions are met. A minor may not independently dispose of the funds of the account, except in cases of opening an account specified under point 2.8.1 of these Terms.

**2.8.1.** Exceptionally, minors who acquired legal capacity before becoming adult age (minor over the age of 16) can personally apply for opening an account and conclude an account agreement. Also, a minor who has concluded an employment contract can independently apply for opening an account and conclude an account agreement, but only for the purpose of disposing of the funds acquired by his own work.

### 2.9. Current account,

The current account is opened on the basis of a written contract concluded with the customer. It ensures regular or occasional inflow of funds, in accordance with these Terms and Conditions.

The Bank considers the inflow/payment paid on the basis of personal income, pension, regular maternity benefits and other regular monthly benefits as a regular payment.

The Bank does not consider cash payments, payment of occasional fees and other occasional income, as well as all payments in favour of current accounts of non-resident and minor persons, as regular inflows.

The Bank will provide current account holders, whose current account has been opened on the basis of regular inflows, unlimited disposal of current account funds.

The Bank may, without any special explanation, reject a request to open a current account to a person who has operated disorderly by a previously opened current account, other accounts with the Bank as well as in accounts in other banks.

## 2.10. Gyro account,

The Bank may open a giro account to a private individual who earns income from performing occasional activities in accordance with the applicable regulations, these Terms and Conditions and other documents of the Bank.

#### 2.11. Foreign currency account

The Bank may open foreign currency account to a private individual in accordance with the applicable regulations, these Terms and Conditions and other documents of the Bank.

### 2.12. Primary account

The Bank will enable a private individual, has a legal residence in the Federation /permanent or temporary residence in the Republika Srpska, in accordance with the law determining the residence of citizens, and does not have an account for performing payment transactions - at his request, enable to open and use an account with basic services. A primary account is an account used to execute payment transactions in convertible marks.

Legal stay in the Federation means the stay of a private individual in the Federation in accordance with the regulations governing the stay and permanent and temporary residence of citizens, i.e. the stay of foreigners in accordance with the regulation on foreigners, including a foreigner residing in the Federation in accordance with the regulations governing asylum and refugees or on the basis of an international treaty.

A bank may refuse a request to open a primary account if:

- a) a private individual already has an open payment account with other banks (authorised organizations), unless the person submits a written statement that the payment account will be closed after the opening of the basic payment account
- b) A private individual in the process of verifying the grounds of the application refuses to give written consent for verification and use of the necessary data,
- c) if the Bank considers that opening an account would lead to a violation of the regulations governing the prevention of money laundering and financing of terrorist activities

### 3. FORMING OF FUNDS ON ACCOUNTS

### Current and gyro account

**3.1.** Funds on current account are formed by transfers of salaries, retirements and other income or by transfer of funds from bank deposit or credit accounts as well as other cash and non-cash payments in domestic currency.

**3.2.** Funds on gyro account are formed by money transfers or cash and non-cash payments and from other regular and temporary income in accordance with valid regulations.

### Foreign currency account

**3.3.** Funds on account are formed by cash payments in convertible foreign currency, by remittances in convertible currencies from abroad and in the country, by cheques and credit letters that read in convertible currency (salaries, pensions, foreign currencies bought at the bank, collection of foreign securities realized through heritage or gift) in accordance with foreign currency regulations.

**3.4.** Foreign currency cash payment in favour of foreign currency account can be made exclusively by private individual, who is the holder of the account or person authorized by the holder of that specific account. Transfer of foreign currency funds from the account of one resident private individual to the account of other resident private individual is not allowed. Transfers of

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foreign currency funds shall be allowed between foreign currency accounts of the same private individual, that are opened with various Banks. Transfer of funds from foreign currency account to account opened with other bank to the name of the same private individual may be done by legal representative/guardian or proxy holder on behalf of the Account Holder.

**3.5.** The Bank maintains foreign currency account in the currency of deposit. The Bank receives only those currencies for which exchange rates are listed on the Bank's Exchange List. In case of deposits in different currencies, the Bank maintains each currency separately.

**3.6.** The Bank shall receive, for purpose of deposit, effective foreign currency banknotes which are in circulation, not damaged or false.

**3.7.** The Bank is not obliged to receive foreign currency coins.

**3.8.** Non-resident can freely receive payments on his/her non-resident account through non-cash payment operations and make payments or transfers in the country and abroad in accordance with foreign currency regulations. Prior to issuing order for transferring money to abroad, the non-resident shall deliver certificates from competent tax authorities both for direct and indirect taxes, confirming that there are no outstanding tax liabilities by any basis in BIH.

**3.9.** The owners of current accounts can use foreign currency deposits for payments in domestic currency with previous conversion. The Bank buys foreign currency funds from account for withdrawals or payments in local currency at the rate stipulated by the Bank's currently valid documents.

### 4. FUNDS DISPOSAL

**4.1.** Account holder/proxy holder/ legal representative/guardian may dispose with the funds on the deposit account in accordance with applicable regulations and rules of the Bank. Transactions on the account are permitted to those whose identity the Bank determines in accordance with these Terms and Conditions. The Bank issues bank cards to customers, as an instrument of disposal of funds by account. Instruments for disposal with funds on account are as follows:

- cash withdrawal on the Bank's Teller Unit (signature card),
- one-time and standing order,
- cash withdrawal on ATM up to the amount of determined daily limit,
- cash withdrawal and payment of EFT/POS device,
- using SMS, or ELBA and m-Intesa services of the Bank,
- non-cash transfer in the Bank (one-time and standing order), and
- other instrument subsequently introduced by the Bank.

<u>Signature card</u> – Signed card for disposal of funds on account in conformity with these terms and conditions is issued for the owner of the account and the persons authorized by him/her. Signature card is used as identification document along with identification card and signature for cash and non-cash transactions on account exclusively in all organizational parts of the Bank. Signature card is in use until delivery of bank card.

<u>Banking card</u> – Debit card is internationally valid card issued to the Account Holder/authorized person/guardian. Bank card is electronic, plastic card with magnetic strip and/or chip, valid up to the date stated at the face of card. It is used as:

- as identification instrument with identification card and signature for cash withdrawals with debit slip and other bank transactions,
- as transaction document, with PIN or signature in the country and abroad for transactions on ATM and cash withdrawals and payments on POS terminals,
- for entering in 0-24 zone for the purpose of using ATMs,
- for purchase up to 12 instalments on sales points marked by the Bank with a special mark, maximum up to the amount equal to the amount of available additional overdraft for the instalment purchase, only for the users of Inspire VISA Electron debit cards, (Basic and/or additional user),
- For cash withdrawal up to 12 instalments in Bank branches and on Bank's ATMs, maximum up to the amount equal to the amount of available additional overdraft for the instalment purchase, only for the users of Inspire VISA Electron debit cards and Platinum debit card (Basic and/or additional user),
- for division of purchase up to 12 instalments, through SMS (POS of other bank) in country and abroad, maximum up to the amount equal to the amount of available additional overdraft for the instalment purchase, only for the users of Inspire VISA Electron debit cards and Platinum debit card (Basic use),
- for contactless payments of quick and simple services (VISA PayWave) for the users of Inspire VISA debit card,
- to deposit cash to a current or gyro account at the Bank's CASH IN ATMs.

For the use of ATMs and POS terminals, the Bank issues a secret personal identification number (PIN) to the Account Holder and proxy holder. The bank guarantees the secrecy of the PIN and the unavailability of knowledge about it within the banking system.

Cash withdrawals, using VISA Inspire or Platinum card, at Intesa Sanpaolo Bank ATMs in the country, as well as at ATMs of all Intesa Sanpaolo Group member banks abroad, are carried out free of charge.

For cash withdrawals at ATMs or POS devices of all other banks, in the country and abroad, the primary Card Holder pays the Bank a fee, in accordance with the Decision on service fees and other charges of the Bank in operations with domestic and foreign private individuals.

For cash withdrawals at ATMs of other banks abroad, the primary card holder pays a cash withdrawal fee in the amount, determined by certain Bank's documents where the primary and /or additional card holder withdraws money.

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Visa debit cards can be used within the following maximum daily limits as follows:

• VISA Inspire debit card linked to current account:

- BAM 5,000.00 for POS transactions of purchase of goods and services as well as for payment at POS cash terminals in the country and abroad
- BAM 1,500.00 for cash withdrawals at ATMs in the country and abroad

BAM 1,000.00 KM for cash payment at Bank's CASH IN ATMs (maximum up to BAM 7,000.00 on quarterly basis)
 VISA Platinum debit card linked to current account:

- BAM 7,000.00 for POS transactions of purchase of goods and services as well as for payment at POS cash terminals in the country and abroad
- BAM 2,000.00 for cash withdrawals at ATMs in the country and abroad

BAM 1,000.00 KM for cash payment at Bank's CASH IN ATMs (maximum up to BAM 7,000.00 on quarterly basis)
 VISA Classic debit card linked to current account:

- BAM 5,000.00 for POS transactions of purchase of goods and services as well as for payment at POS cash terminals in the country and abroad
- BAM 1,000.00 for cash withdrawals at ATMs in the country and abroad
- BAM 1,000.00 KM for cash payment at Bank's CASH IN ATMs (maximum up to BAM 7,000.00 on quarterly basis)
   For the purpose of security, the Bank has set the above daily limits for certain types of transactions, with the possibility of changing individual limits (increase / decrease) at the card level based on the request by the Basic Card Holder, except for the limit for cash deposits at CASH IN ATMs of the Bank.

For cash withdrawals and payments carried out by bank card abroad, the Bank will debit the account in the local currency for the equivalent of foreign exchange. For the resulting transaction performed abroad, the conversion from the currency in which the transaction was performed into the billing currency contracted with the card company (EUR) in line with the current exchange rate of the card company on the day of execution of the transaction (authorization). The conversion from the settlement currency to the local currency is carried out according to the bank's current exchange rate on the day of acceptance of the transaction (processing), applying the selling exchange rate.

Payment of instalments upon additional overdraft is made automatically and exclusively from the current account in the local currency (maximum up to the amount of regular overdraft allowed).

<u>One-time order</u> – is an order by which the Account Holder, i.e. a proxy holder, gives a written order to the Bank to, by debiting his account, make a specific transaction in favour of another account.

<u>Pay-out slip</u> - A pay-out slip can be used to withdraw cash from the account, regardless of which organizational part of the Bank the payment is made in.

<u>Standing order</u> - the Account Holder or proxy holder may contract one or more standing orders, authorizing and obliging the Bank to make regular payments by debiting the Holder's account, in favour of another account up to a certain date or revocation.

**4.2.** Non-resident can freely receive payments on his/her non-resident account through non-cash payment operations and make payments or transfers in the country and abroad in accordance with foreign currency regulations and rules of the Bank.

**4.3.** In case of the owner's death, his/her legal successors dispose with the funds on the account on the basis of legally valid Decision on heritage.

**4.4.** The Bank may also dispose with the funds on the account to pay for any past due receivables related to the account holder, based on relevant decisions by the courts and other authorised bodies and based on other documents regarding which the Bank is required to make payments from such accounts in accordance with the relevant law.

**4.5.** Upon authorisation by an Account Holder (statement or Agreement), the Bank may dispose with funds on the account to settle its past due receivables from the account holder related to any of their contractual relations with the Bank.

**4.6.** The Bank is authorized, without questions and authorizations of Account Holder, to correct errors by accounts that might incur by his/her accounts (in favour and at the cost of), which are consequence of processing and executing transactions, and whose removal is necessary for proper performance of transactions and legal operations. The Bank is obliged to notify the customer on incurred changes after each change on account in the aforementioned manner.

**4.7.** The Bank can allow to the owners of accounts disposal of funds exceeding available balance on their accounts in the form of allowed overdrafts (consisting of regular and additional overdraft in the manner and under conditions stipulated by the Bank's special Decision. Regular and additional permitted overdrafts cannot be granted to non-residents.

As for these Terms and Conditions, the term "available balance" relates to positive balance of the account as on preceding date increased for money inflow occurred on that day and reduced for payments made on that day, including all withdrawals of cash on the teller unit or provisions based on transactions on POS device or ATM, up to the moment of determination of available balance.

**4.8.** The disposal of funds in the gyro and foreign currency account is allowed only up to the amount of coverage in the account, i.e. the available balance.

**4.9.** All changes in the account are recorded (back-valued) on the day of execution of the transaction, the date of approval / debit of the Bank's account, in accordance with the applicable regulations.



**4.10.** The Bank shall consider Inactive account an account on which there were no depositing or withdrawing of funds from the account, by the Account Holder or orderd by him, legal representative or other authorised person in the period of 12 months from the date of the most recent activity. In this case, the Bank will, no later than 15 days before the date of declaring the account inactive, notify the Account Holder on declaring account inactive, i.e. shutting down, consequences that arise and the balance on the account. If the Account Holder does not activate the account within 15 days from the date of receiving the notification, the Bank will immediately shut down the account if there are no funds in it. If there are funds in the account, the account is declared inactive and remains in that status as long as it has funds on it. The inactive account is activated by the actions of the Account Holder or at his order, resulting in depositing or withdrawing funds from the account. Closing the inactive account also ends all services related to the inactive account if they exist.

### 5. VIRTUAL CARD AND DIGITAL WALLET

The Bank may enable to the user of a debit card, linked to a current account, to use such card as a virtual one within the Digital Wallet application of a specific Digital Wallet Service Provider, with whom the Bank has concluded an agreement.

**The Virtual Card** represents a digital display of a debit card in the Digital Wallet, enabling the card holder to make contactless payment transactions at points of sale and ATMs that support NFC (Near Field Communication), wireless communication and/or at Internet points of sale enabling this type of payment.

**The Digital Wallet** represents an application solution for mobile payments, developed and offered by a specific Service Provider, enabling the card holder to register data related to one or more debit cards issued by the Bank in the application and thus generate a virtual card/virtual cards in order to initiate payments transactions.

**Digital Wallet Service Provider** represents a legal entity that offers the service of Digital Wallet, in which the Bank has made it possible to register the cards it issues.

**The Mobile Device** is a device for installation of the application Digital Wallet, which the user contracted with the Service Provider of Digital Wallet.

### 5.1. Activation of the virtual card

The Debit card holder contracts the service of Digital Wallet with the Service Provider of the Digital Wallet. The Bank is not a contracting party of such relationship, nor does it assume or may assume the rights or obligations arising from such relationship, and is not responsible for the availability or functioning of that service. The debit card holder independently decides whether to accept the terms and conditions of the Digital Wallet service, offered by a specific Digital Wallet Service Provider, which also determines the type and characteristics of the mobile device to contract and install the Digital Wallet application. Registering the debit card in the Digital Wallet, the virtual card is created including all terms and conditions of the debit card, whose digital overview is presented by such virtual card. All terms and conditions for issuance and usage of a certain debit card contracted between the Bank and the Basic Beneficiary are applied also for the virtual card, unless otherwise determined by these Terms and Conditions.

### 5.2. Virtual card usage and authorization of payment transactions

After the Debit card holder concludes a contract with the Digital Wallet Service Provider and registers the valid card in the Digital Wallet, he/she can use the generated virtual card at points of sale and ATMs which accept such payment instrument. The terms and conditions of using the Digital Wallet service are defined by the contract between the debit card holder and the Service Provider, which is concluded by accepting the general terms and conditions of the Service Provider by the debit card holder, either directly in the Service Provider's application, or through the Bank's mobile banking service if the Bank allows it. The card holder gives consent for execution of a payment transaction, initiated using the Digital Wallet Service Provider. For a payment transaction executed by a virtual card, the Basic Card Holder will be charged in the same manner as if the transaction was initiated using the card based on which the virtual card was generated. Beside from the Bank in a contracted manner, the virtual card holder can receive information on completed payment transactions also from the Service Provider, if such service was contracted.

If the user has several virtual cards in the same Digital Wallet, the user sets the order of the virtual cards for initiating the transaction, according to the rules determined by the Digital Wallet Service Provider in the contract concluded with the Card Holder.

The Digital Wallet does not allow purchases or cash withdraw in instalments at the Bank's network, using the funds of the shadow limit, and it is necessary to use the card in physical form.

#### 5.3. Card replacement and new cards

When the Bank replaces the user's debit card due to its expiration date or before the expiration date for any other reason, the new card will be registered on the user's mobile device and thus available for usage as a virtual card, unless the card was replaced with a new one due to a report on misuse of card and/or mobile device. If the card has not been taken over, the Bank retains the right to disable the use of the virtual card in the Digital Wallet. Deletion of a virtual card from the Digital Wallet does not have any effect on the ability to use the card based on which the deleted virtual card was generated. Deletion of a virtual card from the Digital Wallet does not release the Card Holder from the obligation to settle all liabilities, incurred by that card before its deletion.

### 5.4. Termination or limitation of the right to use the virtual card

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If, for any reason, the Current Account Agreement is terminated, under which the Bank has issued a debit card to the user with virtual card as its digital representation, or if the user cancels the usage of the debit card or the Bank denies the user the right to use the debit card, the right to use the virtual card will also be terminated at the same time.

In case the right to use the card has been terminated and/or agreement has been cancelled/terminated or in case of temporary denial of right to use the card, the Basic Card Holder will still be under obligation to pay or provide funds on the account to settle all liabilities incurred by using the debit and virtual card.

The Bank can permanently or temporarily block the virtual card for the reasons related to safety in offering payment services, in case of suspicion of unauthorized usage of virtual card, that is, a usage with intent to fraud. The Bank will inform the card holder about its intention and reasons for blocking the virtual card whenever possible before blocking, i.e. immediately after the blocking. The Bank will enable again the registry of the virtual card once the reasons for its blocking cease to exist. The reasons for temporary and permanent blocking, that is, disabling card usage are applicable also for the virtual card. Blocking of the card results in blocking of the virtual card, whereas blocking of the virtual card does not have to result in blocking of the debit card. The Digital Wallet Service Provider can disable usage of the virtual card for some of the reasons contracted with the debit card holder when arranging the service of Digital Wallet. In such case, the Bank does not have the possibility nor the obligation to impose any influence on the Service Provider with regards to availability of the Digital Wallet service to the card holder.

### 5.5. Security

Registering the debit card in the Digital Wallet on a certain mobile device, the Card Holder undertakes to handle the mobile device with due care and to undertake reasonable measures for protection and confidentiality preservance of the personalized security elements on the mobile device, arranged with the Service Provider, necessary for giving consent for execution of payment transactions, initiated by the Digital Wallet service. All payment transactions initiated by the virtual card will be considered completed by the debit card holder, unless the debit card holder has previously reported to the Bank a theft, loss or misuse of the mobile device or the personalized security elements for the mobile device.

### The Card Holder undertakes:

• to act with due care when creating personalized security elements for the mobile device and/or Digital Wallet, by not selecting security elements that somebody could guess or associate with the card holder,

• to disable access to the mobile device by the fingerprint of other persons or by face recognition of other persons,

• if the Card Holder has set security elements on the device before contracting the Digital Wallet service and generating the virtual card, such as a password, passcode or fingerprint access, he/she must review them and ensure a change of all security elements that had been set in such a way that anyone can guess them or security elements which the user has already disclosed to other persons, directly or indirectly, and he/she shall disable access by using other persons' fingerprints,

• in case he/she suspects that anyone is familiar or could be familiar with the security elements for the mobile device or any security element for access to mobile device, he/she shall change the security elements without any delay, and in case of loss or theft of mobile device or suspicion of misuse of mobile device or security elements, he/she shall inform the Bank without any delay.

• to keep as a secret and prevent other persons from finding out the one-time passwords that the Bank provides to the card holder for the purpose of identification when registering the debit card in the Digital Wallet.

### 5.6. Fees for using digital wallet service

The Bank shall not charge any fee from the debit card holder for registering the card in the Digital Wallet nor for using the Digital Wallet. The Bank has no influence on fees charged by the Digital Wallet Service Provider for its service, or by third parties offering services directly or indirectly linked to this service.

### 5.7. Processing personal data and data on payment transactions initiated by virtual card

If the Card Holder registers the debit card in the application Digital Wallet using the mobile banking service, and if the Bank allows it, the Card Holder thereby authorizes and instructs the Bank to deliver to the Service Provider the identification data of the user and data on the debit card to be registered, including also data on card expiry date, with the aim of signing agreement between the debit card holder and the Service Provider. The Service Provider is at the same time the personal data processor with regards to personal data of Digital Wallet user, and as such, it is responsible for legality in processing the personal data, necessary to conclude and execute the agreement on Digital Wallet service, within duration and upon termination of that contract. The Bank has no influence and it is not responsible for the manner in which the Service Provider receives and processes data.

Within validity and usage of the virtual card, the Bank delivers to the Service Provider the non-personalized information on payment transactions initiated by the virtual card, for the purpose of executing agreement between the card holder and Service Provider.

Contracting and usage of the Digital Wallet Service includes a secure transfer of information through electronic communication networks, provided by the electronic communication service providers, over which the Bank has no influence, including the electronic communication service providers of the debit card holder. The Bank shall not be responsible for availability and functioning of this service, nor for transfer of data from the Service Provider to the user's mobile phone and vice versa, nor for storing the data on the user's mobile phone.

### 6. UNALLOWED OVERDRAFT

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6.1. Total negative balance of current account is considered as non-allowed overdraft if it exceeds amount of allowed overdraft.

**6.2.** The Bank can charge possible non-allowed overdraft from all deposit accounts which the Account Holder has open in the Bank pursuant to the agreement.

**6.3.** Measures which the Bank undertakes in case of non-allowed overdraft on an current account are stipulated by the Bank's special documents on collection of due debts.

**6.4.** The Bank shall book Inflow of funds on a current account, which is transferred to due/work-out receivables, till all mature receivables on the account are settled. Possible remaining funds shall be made available to the Account Holder after all mature receivables are settled.

### 7. POWER OF ATTORNEY

**7.1.** The Account Holder, on the occasion of opening the account or later on, can authorize one or more persons to dispose with funds on account by signing the power of attorney, issued by the Bank. The Power of Attorney is issued in written form and is recorded into the owner's saving book and is valid until cancellation/revoking.

**7.2.** In case that Power of Attorney is prepared out of the Bank, signature of the holder of the account must be verified by local or foreign competent body.

**7.3.** Authorized person disposes of the funds on the account under the same conditions as the Account Holder but cannot authorize third person for disposal, closing the account, nor for cancellation/termination of Agreement per account signed between the Bank and the Account Holder of the account unless otherwise specifically stated in the Power of Attorney.

**7.4.** The proxy holder may only place an order for the transfer of foreign exchange from the Bank account to an account with another Bank or give a transfer order, providing appropriate documentation.

**7.5.** The power of attorney shall expire based on the written revocation/cancellation by the Account Holder/ or proxy holder, death of the Account Holder or proxy holder, loss of business capacity of the Account Holder and closing of the account.

**7.6.** The declaration of revocation/cancellation of the power of attorney shall have legal effect from the day it is received by the Bank, and any material damage resulting from the given power of attorney shall be borne by the Account Holder. Upon termination of the power of attorney, the proxy holder is obliged to return the signature, i.e. bank card.

### 8. INTEREST RATE

**8.1.** The applicable interest rates for the retail deposits have been defined by the applicable Decision on interest rate level for retail deposits. This Decision is available in the Bank's network and other distribution channels (web page of the Bank, business premises of the Bank) as well as upon the Customer's request.

**8.2.** The Bank calculates and charges on a positive balance in the account in the domestic and foreign currency, interest at the interest rate determined by the Decision on interest rate level for retail deposits.

The Bank calculates and charges interest on the balance of the account in the domicile currency on the balance of the used regular overdraft in the account at the interest rate determined by the Decision on the amount of interest rate for retail loans.

Interest calculation, on the positive account balance as well as on the used overdraft balance on the account will be done monthly, by the proportional method, using decursive calculation, based on the actual number of days in a month in relation to actual number of days in a year.

**8.3.** The amount of interest rate is concluded as annual interest rate.

**8.4.** Valid Interest Rates are public, presented in written form and available in business network and other distribution channels of the Bank (Bank's Website, business premises of the Bank)

**8.5.** Effective interest rate (EIR) shall be accrued in accordance with legal regulations and it shall be regulated by the Account Agreement Effective interest rate shall be expressed in writing and it shall be presented to customers in the agreement and in the information sheet of the account.

**8.6.** For due, unpaid liabilities by accounts (without allowed overdraft) with unallowed negative balance, the Bank shall accrue and charge default interest (interest at maturity) in the amount of 10% annually, for the period from receivables` maturity to their settlement. The default interest rate is variable in accordance with the valid regulations on default interest rates, and it is accured based on the actual number of days in a year (365/366) using conform method and decursive calculation. If the regulations on default interest rates change, the Bank shall apply the default interest rate which is more favorable for the customer.

For calculations with allowed overdraft, the Bank shall accrue and collect the agreed interest rate from the Agreement for the period of delay in meeting obligations per Agreement. If during the term of the Agreement, the agreed interest rates decreases, below the default interest rate, the Bank shall accrue and collect the default interest rate (interest rate upon maturity) in the amount of 10% annually to the unsettled liabilities from the Agreement. The default interest rate is variable in accordance with the valid regulations on default interest rates, and it is accured based on the actual number of days in a year (365/366) using conform method and decursive calculation. If the regulations on default interest rates change, the Bank shall apply the default interest rate which is more favourable for the customer

8.7. Interest rae to the positive account balance is fixed one.

8.8. The interest rate on the amount of used current account overdraft consists of:

- average of interest rates by retail deposits with arranged due dates for deposits in BAM currency and deposits with currency clause, deposits in EUR and deposits in foreign currency, as at 31.03 of a year (variable part of interest rate), i
- margin of the Bank disclosed in percentages on annual level (fixed part of interest rate).



Regular adjustments of variable portion of the interest rate by overdraft is carried out once a year, every 30.06. including Saturday, during the period of use of allowed overdraft by account, by comparing the value of variable part of interest rate as at 31.03 of the current year with the one as at 31.03 of the previous year. Regular adjustment of variable part of interest rate shall be carried out in case the average value of the interest rates by retail deposits as at 31.03. of the subject year be increased or decreased by more than 1 (one) percentage point in comparison the same value as at 31.03 of the previous year. The Bank retains its right not to increase the amount of interest rate in accordance with this in favour of the Account Holder. The average of interest rates by retail deposits, disclosed on annual level is taken as reference interest rate. Interest rates of retail deposits are calculated by the Central Bank of BiH (CBBH, www.cbbh.ba) and published based on calendar for statistics publishments of CBBH, that is, from 1st to 7th in a month for which data are being published. In case the methodology for calculating interest rates by retail deposits changes by the CBBH, the Bank shall use the same methodology based on data on interest rates by retail deposits published by other relevant institutions in BiH. In case data on interest rates by retail deposits, as published in the moment of concluding this contract, are not published by any relevant institution in BiH, the Bank shall adjust the calculation methodology with the one used by CBBH.

In case, due to change of methodology for calculating interest rates by retail deposits, the average of interest rates by retail deposits with arranged due date is increased or decreased for more than 1 percentage point, the Bank shall not change interest rates based on such change – all future changes of the interest rates amount will be carried out based on changes occuring without the influence of the change of methodology by CBBH.

**8.9.** In case the interest rate changes, the Bank shall notify the Account Holder in written form and/or electronically, at the latest within 15 (fifteen) days prior to application of such change. The day when the Bank addressed the Account Holder shall be considered the day when the Bank sent by mail/electronically the notification to the Account Holder to the address stated in Account Agreement, or address subsequently sent to the Bank by Account Holder, notwithstanding whether they are actually located at the particular address.

### 9. FEES

**9.1.** The Customer pays fees and commissions, established by the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals, pursuant to the Agreement.

**9.2.** The applicable fees shall be public, presented in writing and available in business network and other distribution channels of the Bank (Bank's website, business premises, etc).

#### **10. ACCOUNT BLOCKING AND CLOSING**

**10.1.** The Bank has the right to automatically collect from shall suspend an account in the case that there is non-allowed overdraft or if payments of liabilities by additional overdraft are late for longer than 5 (five) days. The Bank has the right to block the account in case of, owner's death, based on court decision, competent bodies' decisions, based on which the Bank is obliged to bock the account, in accordance with the Law.

**10.2.** The Bank can block an account if being authorized by the Account Holder or by special statement, with exception of applying decisions of competent bodies and application of valid regulations.

**10.3.** The Account Holder or authorized person cannot dispose of the funds on the account during the period of account blockage.

**10.4.** The Bank shall limit the rights related to the Agreement on account, or terminate the Agreement to the Account Holder, who does not fulfil contracted liabilities and act in accordance with valid regulations and the bank's documents.

**10.5.** The Bank can terminate the Agreement if the Account Holder:

- · does not fulfil its liabilities in accordance with maturity periods from Account Agreement,
- presents the false and incorrect documentation to the Bank,
- does not notify the Bank, in writing, on change of his address or change of employer at which he works or loss of job, while, at the same time, he/she does not meet obligations arising from Account Agreement to the Bank,
- does not follow any of the provisions of the Account Agreement,
- does not observe these Terms and Conditions and its constituent parts.

**10.6.** The Bank shall close a resident/non-resident account on the basis of agreed provisions or on the basis of the Law, i.e. regulations. If a resident/non-resident account is to be closed pursuant to the law or other regulation, the Bank is obliged to inform its resident/non-resident customer and send him/her, on the request, a copy of the law.

**10.7.** The Bank closes the account on personal or written request of the account owner, legal representative, authorized person, i.e. guardian (only if there is special authorization containing such explicit order), then if there is no turnover on the account (inflows or outflows, except for interests crediting and other system transactions) longer than the period stipulated by the Bank's Decision, defining work with inactive accounts of private individuals, in accordance with Point 4.10 of these Terms as well as on the basis of the Decision and Court's decision.

Closing (balancing) of account on the request of account holder/guardian/authorised person (only if it is explicitly stated in the Power of Attorney of the Account Holder) will be carried out after the following conditions are fulfilled:

- signed/bank card of the account holder owner/legal representative or authorized person is returned,
- all liabilities per account as well as other liabilities undertaken with respect to the account are settled.
- calculated and attributed respective interests on the date of closing, as well as any fees are settled.

**10.8.** When the Account Holder/authorized person/guardian sends request for closing of account to the Bank in writing/via registered mail, then the signature of the Account Holder/authorized person/guardian (only if it is exclusively stated in power of

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attorney of the Account Holder) must be verified by local or foreign competent authority. Signature verification must not be older than 3 (three) months. The Bank shall retain on file the original request for the account closing.

**10.9.** The account is to be closed exclusively in organizational part in which it has been maintained in the manner and under conditions defined by the Agreement concluded between the Account Holder and the Bank.

**10.10.** The Bank will block the use of the permitted current account overdraft in accounts for which, during the control of payments of regular inflows, it is found that the minimum of two regular inflows/ payments in the amount of at least 150.00 KM in the last three months were not paid to the account.

- If there are no regular inflows/payments in the account and the account balance is positive, the approved limit upon
  regular overdraft will be automatically closed.
- If there are no regular inflows/payments on the account, and the account is in the allowed overdraft, the approved limit upon regular overdraft will be automatically blocked and the dynamics of repayment will be formed on the amount of used funds of the permitted overdraft.

By forming the dynamics of debt repayment by regular overdraft, it is possible to repay debts in a maximum of 12 repayments, and the maximum number of repayments depends on the debt balance at the time of formation of the repayment dynamics and is defined according to the following parameters:

- amount of debt from BAM 0.01 to BAM 50.00 maximal number of instalments: 1
- amount of debt from BAM 50.01 to BAM 100.00 maximal number of instalments: 2
- amount of debt from BAM 100.01 to BAM 200.00 maximal number of instalments: 4
- amount of debt from BAM 200.01 to BAM 300.00 maximal number of instalments: 6
- amount of debt from BAM 300.01 to BAM 400.00 maximal number of instalments: 8
- amount of debt from BAM 400.01 to BAM 500.00 maximal number of instalments: 10
- amount of debt from BAM 500.01 and above maximal number of instalments: 12

The Bank will close the regular permitted overdraft on the current account even before the expiry of the deadline defined in the repayment dynamics if the balance per account becomes positive after payments to the account.

### 11. BANK CARD BLOCKING

**11.1.** The Bank shall block/disable the usage of the card in case it is reported missing, in case of a death of primary Account holder, based on court decision, decision of the competent body and documents on grounds of which the Bank, in accordance with the law, needs to block the card.

**11.2.** The Bank can deny the rights to the basic and/or additional holder without prior notification, if they do not follow these General Terms and conditions and Account provisions agreement.

**11.3.** The Bank retains the right to temporary block the card usage it suspects the possible misuse of card data, based on potential misuse monitoring, if it cannot establish contact with the card holder. If the Bank cannot establish contact with the card holder by telephone or e-mail in order to verify the validity of the transaction, the temporary blocking of the card will protect the user from potential misuse, until the card holder contacts the Bank.

### 12. CHARGEBACKS BY DEBIT CARDS

**12.1.** The primary and additional Account Holder can file a possible chargeback requests related to card transactions, personally or in written form, to the Bank in its organisational unit where the account was contracted, i.e. by other distribution channels, by email: stanovnistvo@intesasanpaolobanka.ba. The primary and additional card holders are obliged to file a chargeback request at the latest within 30 (thirty) days as of day of statement issuance. The Bank bears no responsibility and is not obliged to accept chargeback requests submitted beyond the stated deadline, and in such case, all possible costs shall be borne by the basic card holder. The Bank shall respond to the complaint delivered in the relevant period in the period which is defined by the Rulebook on processing complaints of customers and other valid documents of the Bank.

**12.2.** The basic and additional card holders are obliged to keep copies of invoices/slips from POS devices and ATMs for the purpose of possible chargeback requests. In case of missing invoices/slips, the Bank bears no responsibility and is not obliged to accept the chargeback request and all possible costs in that case are borne by the basic card holder

**12.3.** In case of a grounded chargeback request, filed within the deadline and according to these Terms and Conditions, the Bank will approve the claimed amount of the basic holder upon completion of the procedure.

**12.4.** The Bank bears no responsibility for quality of goods and services purchased by the bank card nor for the correctness of received information, i.e. for any rejection of the bank card at the points of sale. The basic and additional bank card holder shall solve such chargeback requests directly at the point of sale.

**12.5.** The Bank does not undertake responsibility for cases when the bank card holder cannot carry out division of purchase in instalments, through SMS due to interference in telecommunication channels or due to other circumstances beyond the Bank's control, especially in cases of force majeure, and in cases of energy system obstructions or obstructions of telecommunication channels.

**12.6.** The price of SMS messages for the division of purchases in installments is charged by the mobile operator according to the agreed tariff model

**12.7**. In case of filing a request for verification of an unauthorized payment transaction, the Bank will not charge a fee for such request or a fee for interaction between the Bank and the customer.



**12.8.** If the Bank does not receive a written chargeback request from the basic and additional card holder, supported by the necessary documentation within the period specified in these general terms and conditions, the Bank will consider that the basic and/or bak card holder agrees with the statement.

### 13. LOSS OR THEFT OF THE BANK CARD

**13.1.** Loss or theft of the banking card are to be immediately reported by the basic and/or additional card holder in writing to any organizational part of the Bank or to phone number written in the back of the banking card. +387 33 497 657. After receiving the information on the loss or theft, the Bank shall block the card.

**13.2.** Any costs and damages caused by misuse of the lost, damaged or stolen card shall be borne by the basic card holder up to the moment when the Bank receives the report on lost misused or stolen naml card.

**13.3.** The card holder does not bear losses incurred on the basis of transactions performed after reporting loss, theft or unauthorized use of the card, to the Bank, unless the holder himself committed abuse or participated in the abuse or acted with the fraud intention. This also relates to his household members.

**13.4.** The Bank shall issue a new banking car to primary and additional card holder or additional user in case s/he regularly fulfilled the obligations by the account for which the card is issued, and it will deliver new PIN.

**13.5.** In case of physical damage of the bank card, the Bank shall issue to primary and additional card holder a new replacement card by the same account.

**13.6.** The primary card holder or the additional card holder may request, by bank card, a change or issuance of a new PIN. **14. IN PACKAGES** 

**14.1.** IN package is a bank service that combines several products in the Bank and thus enables easier use for the User of the package at a unique price.

14.2. Users of IN packages are private individuals / Bank customers

**14.3.** The price that the Bank customer pays monthly for IN packages is formed in line with the Decision on fees and other charges of the Bank in operations with domestic and foreign private individuals.

14.4. Current account and debit card are the base products on which all IN packages are based.

**14.5.** If a death insurance policy is also contracted within the IN package, the User of the package is insured until the age of 75. If, at the time of contracting an IN package with which a death insurance policy is offered, the Package User is 75 years of age or older, the death insurance policy is automatically excluded from the package service and is not considered contracted.

**14.6.** The user of the package is insured in case of death for up to BAM 5,000 KM and no more than the Bank's actual claim by current account and credit cards. against the Package User

**14.7.** If within the IN package is contracted and the service of additional health insurance the User of the package is insured until the age of 65.

**14.8.** The bank has the right to change the insurance company that insures IN package users during the term of the IN package usage contract.

### **15. ASSIGNMENT OF CLAIMS**

**15.1.** The Bank has the right to transfer its claims to another bank or other financial organization (receiver) that has a license from the Banking Agency. The primary account holder/legal representative/guardian has the same rights towards the receiver as he/she had towards the Bank. Apart from the complaints towards him he can highlight also those complaints he had towards the Bank from the Account Agreement.

**15.2.** The receiver cannot place the Account Holder/legal representative/guardian in a less favorable position than the position it would have if the claim had not been transferred. Therefore, the Account Holder/legal representative/guardian cannot be exposed to additional costs.

**15.3.** The Bank is obliged to inform the Account Holder/legal representative/guardian about the assignment of claims, unless it has continued to collect the assigned claim from the beneficiary on behalf of and for the account of the receiver.

### 16. CUSTOMER'S COMPLAINT AND OTHER COMPLAINTS

**16.1.** In case deposit account holder/legal representative/guardian is of the opinion that the Bank fails to adhere to obligations stemming from the concluded contract, good business practices, these General Terms and Conditions, law provisions and by laws, he can address a written complaint directly, by delivering it to Bank's address or electronically.

**16.2.** If the complainant files an oral complaint, but is not satisfied with the Bank's response, the complainant shall be entitled to file a complaint in writing or electronically.

**16.3.** The Bank shall conduct relevant procedure regarding the submitted written complaint and shall respond to the complainant within 30 (thirty) days from the day of receipt of the complaint pertaining to the agreements concluded in the organisational part of the Bank operating in the territory of the Federation of Bosnia and Herzegovina, or within 15 (fifteen) days for the agreements concluded in the organisational part of the Bank operating in the territory of the Bank operating in the territory of Republika Srpska.

**16.4.** Should the Bank fail to respond within the deadline specified in the previous paragraph, that is, if the complainant is not satisfied with the Bank's response to the complaint, the complainant, having established the business relationship with the Bank at the organisational part of the Bank operating in the territory of Federation of Bosnia and Herzegovina, has the right to inform the Banking Agency of the Federation of Bosnia and Herzegovina in writing about their dissatisfaction with the outcome of the complaint proceedings conducted by the Bank, or to submit a written complaint to the Agency about the Bank's operations within 3 (three) months from the date of response receipt or expiry of the 30-day period in which the Bank was obliged to respond to the submitted complaint. The complainant, who established a business relationship with the Bank in the



organizational unit operating in the territory of Republika Srpska, can notify in writing the Ombudsman for the banking system, established within the Banking Agency of Republika Srpska at the address Vladika Platon 1/A Banja Luka, that he/she is dissatisfied by the outcome of the complaint procedure, within 6 (six) months from the date of receipt of the Bank's response or the expiration of the 15 (fifteen) day period in which the Bank was obliged to respond to the submitted complaint, if the Bank

did not deliver a response to the customer or the complainant.

According to the BiH Law on Consumer Protection, if the complainant is not satisfied with the Bank's response to the complaint, regardless of the location of the conclusion of the Account Agreement, he/she can file complaint to the Ombudsman for Consumer Protection located in Mostar, Kneza Domagoja Street bb.

The Account Holder also has the option to initiate a mediation procedure for an out-of-court settlement of the disputed relationship.

#### **17. NOTIFICATION**

**17.1.** The Bank informs the holder of account in writing on the balances and movements on his/her account in domesrtic and foreign currency, through statements of the account, on monthly basis or electronically, free of charge. The Bank shall also, upon the Account Holder, enable data of account balance to the Account Holder, on any day during the year along with the fee defined by the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

### **18. FINAL PROVISIONS**

**18.1.** Data on account holders, resident/non-resident private individuals, data on authorised persons as well as a written order of the person authorised to close the account and documentation on the basis on which the account was opened or closed, the Bank is obliged to keep for at least 10 (ten) years after the expiration of the year in which changes in the accounts were recorded.

**18.2.** The Bank is obliged to store the payment orders and other documents based on which the changes on accounts in the Bank were recorded for at least 10 (ten) years upon the expiry of year when changes on accounts were recorded.

**18.3.** The Bank will store the aforementioned documentation in its original form or other forms which can be regarded as evidence, in accordance with valid regulations and Bank's documents regulating the archiving.

**18.4.** All matters not regulated by these Terms and Conditions shall be regulated by the valid regulations and other documents of the Bank related to retail operations.

**18.5**. The General Terms and Conditions for retail operations include the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

**18.6.** In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations, such regulations shall apply until the changes and/or amendment of these Terms and Conditions.

**18.7.** General business terms and conditions for retail current, gyro and foreign currency accounts will enter into force on 15.03.2024.

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