

Dear Client,

From 01.08.2026. new General Terms and Conditions for the use of SMS, ELBA - electronic banking and m-Intesa mobile banking services for individuals will apply.

The change refers to Article 1.16. which deals with the change in the deadline for notification of changes to the General Terms and Conditions and the Decision on Fees from the current 60 (sixty) days to 15 (fifteen) days.

## **GENERAL TERMS AND CONDITIONS FOR THE USE OF SMS, ELBA – ELECTRONIC BANKING AND M-INTESA MOBILE BANKING SERVICES FOR PRIVATE INDIVIDUALS**

### **GENERAL PROVISIONS**

**1.1.** The General terms and conditions for the use of SMS, ELBA electronic banking (hereinafter: ELBA) and m-Intesa mobile banking (hereinafter: m-Intesa) for private individuals (hereinafter: the Terms and Conditions) of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) establish the basis for (mandatory) business relations between the Bank and its customers - private individuals (hereinafter: the customer, service user, private individual) to whom the Bank offers the banking services either on continuous or periodic basis.

**1.2.** These Terms and Conditions define uniform conditions for the use of SMS, ELBA and m-Intesa services for private individuals (hereinafter: the Service), collection of service fees by the Bank, notifications regarding and termination of the Services.

**1.3.** These Terms and Conditions shall be applied together with individual agreement concluded with the user. In case that an individual agreement with the service user differs from these Terms and Conditions, provisions of that individual agreement shall apply.

**1.4.** The service user is a private individual to whom the Bank has approved the use of these Services. Any private individual (resident or non-resident) can become the service user after having opened a current account with the Bank. The term "resident/non-resident" is defined by the Law on Foreign Currency Operations in the FBiH, RS and Brčko District of BiH.

**1.5.** Intesa Sanpaolo Banka d.d. Bosnia and Herzegovina, Milana Preloga 12A, 71000 Sarajevo, Bosnia and Herzegovina, JIB 4200720670007 (hereinafter: the Bank), as the data controller, operates in accordance with the provisions of the BiH Law on Personal Data Protection (hereinafter: the Law). When collecting personal data of its customers, whether collected directly from the customer at the time of collection or obtained from another source, the Bank provides information in accordance with Articles 15 and 16 of the Law, such as information about the Bank as the data controller, the purposes and legal basis for processing personal data, categories of data collected (e.g., personal data required to establish a business relationship in accordance with the Law on Anti-Money Laundering and Counter Terrorist Activity Financing as well as other data necessary for the execution of a specific contract or to take steps prior to entering into a contract or fulfilling other legal obligations, legitimate interests of the Bank as the data controller or a third party), data retention period, data recipients, source of data, as well as rights related to personal data protection (e.g., right of access, right to erasure, objection, etc.). Contact data of data protection Officer: sluzbenikzazastitupodataka@intesasanpaolobanka.ba or Intesa Sanpaolo Banka d.d. Bosna i Hercegovina, Službenik za zaštitu ličnih podataka / Data Protection Officer, Milana Preloga 12A, 71000 Sarajevo. By signing the Agreement, the Account Holder and any authorized representatives confirm that the Bank, as the data controller, has informed them in accordance with Articles 15 and 16 of the Law, at the time of collecting personal data, about the manner of processing and protection of personal data through the document Information on Personal Data Processing of Intesa Sanpaolo Banka d.d. BiH (in accordance with Articles 15 General terms and conditions for retail customers by payment accounts: current, gyro and foreign currency accounts applicable as of 28.02.2026. Javno - Public and 16 of the Law on Personal Data Protection of BiH), and that they are aware that the mentioned document is available at [www.intesasanpaolobanka.ba](http://www.intesasanpaolobanka.ba), and in the Bank's premises upon request. By signing the Agreement, the Account Holder and any authorized representatives confirm that they are aware that the Law on Banks prescribes certain exceptions to the obligation of maintaining banking secrecy, meaning that the Bank is obliged in certain prescribed cases to disclose confidential information to third parties regarding their business relationship with the Bank (e.g., courts, supervisory authorities, and other cases prescribed by Article 104 of the Law on Banks of FBiH and the Decision of the Banking Agency of the Federation of Bosnia and Herzegovina on exceptions to banking secrecy, as well as Article 128 of the Law on Banks of Republika Srpska). They are aware that, except in cases explicitly prescribed as exceptions to banking secrecy, certain data may be disclosed to another private individual or legal entity with their consent or when necessary for the execution of the contractual relationship with the Bank, such as, for example: contractual relationships related to business cooperation between the Bank and/or the customer and/or a third party and/or contractual cooperation with the customer's employer and/or execution of direct debits and standing orders and/or realization of certain benefits based on the customer's employment and/or realization of legitimate interests of the Bank or the customer and/or other business cooperation between the Bank and/or the customer and/or a third party. Data recipients, depending on the type of contract and legal transaction, may include payment recipients in the execution of direct debits and standing orders, employers (if the customer's contract is related to employer affiliation), members of the Intesa Sanpaolo Group and Privredna banka Zagreb Group to which the Bank belongs, both domestically and abroad (risk management, legitimate interests). The Bank ensures that the data is accurate, complete, and up-to-date, and that the customer has the right to access their exchanged data, that the data will not be exchanged to a greater extent than necessary for the specific purpose, and that it will not be retained longer than necessary for the purpose for which it was provided. They are also aware that consent is voluntary, and that if they refuse to give consent in certain cases, depending on the contractual relationship and the necessity of the required data for the contractual relationship, the Bank will not be able to share their data with certain recipients/users, which in some

cases will result in the inability to execute a specific contract in full or in a limited scope, about which the Bank will inform them in advance.

**1.6.** The Service user shall inform the Bank of any change of personal and other data, especially about the changes of permanent or temporary residence as these were the basis for the account opening or Service approval. Thus he/she is required also to provide a certificate of new place of permanent/temporary residence. Service user shall be held accountable for any omission or damage resulting from non-compliance with the requirement of delivery of data on any such change. Service user is not required to provide new certificate of permanent or temporary residence if there was no change regarding the permanent or temporary residence compared to the one listed at the time of account opening.

For archiving purposes, the Bank shall keep copies of documents on the change of data on the Service user together with documentation based on which the account was opened. It will do so for the duration prescribed for the Bank in the relevant law.

**1.7.** In the pre-contract stage, i.e. in the stage prior to having established a business relationship with the customer regarding the said Services, the Bank shall inform the customer about the conditions and all essential characteristics of the service it offers by providing a personalised information sheet in writing.

**1.8.** The Bank shall provide the customer with information and related explanations of terms and conditions of the Service agreement, allowing the customer to compare the offers by various service providers and to assess whether the Bank's offer meets their needs.

**1.9.** By signing the agreement, the customer acknowledges of having been presented with the following documents of the Bank prior to the agreement signing: General terms and conditions for the use of SMS, ELBA – electronic banking and m-Intesa mobile banking services for private individuals and the effective Decision on service fees and other charges of the Bank in operations with domestic and foreign private individuals. The said documents of the Bank constitute an integral part of the agreement and any items not regulated by the Agreement shall be regulated by the documents listed herewith.

**1.10.** Upon his/her request, the Bank shall hand over free-of-charge a draft agreement with basic data about the Services to the customer interested in concluding the Service Agreement in order to examine it outside the Bank's premises. The Bank retains a right not to issue a free-of-charge draft Agreement if (at the time an application form is filed) it finds that it does not want to establish business relations with the customer in the specific legal transaction.

**1.11.** The user of ELBA and/or m-Intesa service may, when arranging the Service or subsequently, authorise one or more persons to review and dispose with funds on the account/-s arranged with the Bank through a power of attorney issued in the Bank or outside the Bank and with a signed Form for granting, modification or revocation of the authorisation for ELBA and m-Intesa services in which the user of ELBA and/or m-Intesa services, i.e. the account holder, shall indicate the accounts and rights he wishes to grant to the proxy. In this case, the proxy may have access to and dispose with the funds in the account using ELBA and/or m-Intesa service arranged in his own name, based on the assigned authorisation rights over the account of the main user through ELBA and/or m-Intesa services. The user of ELBA and/or m-Intesa services may at any time terminate the assigned authorisation for the account/-s or modify the rights granted to the proxy by updating and re-signing the Form for the granting, modification or revocation of the authorisation for ELBA and m-Intesa services. If the Form for granting, modification or revocation of the authorisation for ELBA and m-Intesa services is signed outside the Bank's premises, it must be certified by a notary or by the municipality. Authorisation to review and dispose with funds in the user's account using ELBA and/or m-Intesa service cannot be assigned if the main user, i.e. account holder, does not have an arranged ELBA and/or m-Intesa service.

**1.12.** SMS, ELBA and/or m-Intesa service can be arranged for a minor with a legal representative / guardian, provided that the right of access to the arranged Services is assigned exclusively to the legal representative / guardian. Legal representatives/guardians of minors are parents or other persons who are legally designated as their representatives. When arranging SMS, ELBA and/or m-Intesa services for minors, agreements on the use of the selected Service are signed by legal representatives / guardians of minors and they are provided with access data for the use of selected services ELBA and/or m-Intesa, i.e. SMS messages will be delivered for SMS service to the phone number or mobile phone that the legal representative / guardian reported to the Bank. The legal representative/guardian shall maintain the confidentiality of user data for accessing the Services and shall limit independent access and use of the Services to minors and is responsible for any damage that may arise from unauthorised use of the Service by a minor or for violation of relevant, applicable legal regulations arising as a result of the use of the Service by the Legal Representative / Guardian.

**1.13.** If the user of ELBA and/or m-Intesa service is a legal representative / guardian of a minor who has an arranged account with the Bank and has an arranged ELBA and/or m-Intesa service, it is possible for him, according to the Application form and in case of previously established authorisation over the arranged account/-s of a minor, to assign him with the right of review and disposal with funds in the account/-s under which he/she is authorised through ELBA and/or m-Intesa services arranged in his name. If the user of the ELBA and/or m-Intesa service is the legal representative/guardian of a minor who does not have a contracted account with the Bank and does not have a contracted ELBA and/or m-Intesa service, it is possible, according to the Request and in the case of previously established authorization over the contracted account/s of the minor, to grant him the exclusive right to view the account(s) for which he is authorized through the ELBA and/or m-Intesa service contracted in his name, without the possibility of disposing of the funds in the account/s. In case of having gained the adult status, the former minor may close the Service signed by the legal representative / guardian and arrange it in his own name, signing the Agreement on the use of the Service and obtaining user data and full access to the Service. If the legal

representative / authorised person was a proxy under the Service of the former minor through the Service arranged in his own name, once the adult status is reached, the former minor may amend or revoke the rights of authorisation for his account by signing the Form for granting, modification or revocation of the authorisation for ELBA and m-Intesa services.

**1.14.** SMS, ELBA and/or m-Intesa service can be arranged with an illiterate person (a person who cannot write and read) upon special request. When arranging the use of the Service, an illiterate, blind and/or partially sighted person may appear, whereby the Bank is obliged to provide special treatment for persons from these categories. The entire contractual documentation, in addition to the User of some of the mentioned Services, is to be signed by two witnesses. Witnesses can be adults, who can read and write, who do not have any mental or physical disabilities which could prevent them to give a valid testimony and who do not have any benefit from concluding an agreement on the use of the said Services. Instead of signature, a blind or partially sighted person leaves the fingerprint or forefinger of right hand, or if this is not possible, of another finger. By leaving his fingerprint, the customer accepts all provisions listed in the Terms and Conditions. If an illiterate person, in accordance with the aforementioned circumstances, cannot independently use the arranged ELBA and/or m-Intesa Service, he may, when arranging the Service or subsequently, authorise one or more persons to review and dispose with funds over the account/-s arranged with the Bank in accordance with the conditions prescribed in Item 1.11. The form for granting, modification or revocation of the authorisation for ELBA and m-Intesa services by which an illiterate person grants, modifies or revokes the rights of authorisation to the proxy must be signed and certified by a notary along with the notary's certificate that the documentation has been read and signed in his presence. If an illiterate, blind or partially sighted person arranges an SMS service, he shall provide the phone or mobile phone number to which SMS messages will be delivered and shall maintain the confidentiality of the contents thereof and is responsible for any unauthorised access to the data delivered by the Bank through this Service.

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

**1.16.** The Bank retains the right to change and amend the Terms and Conditions in accordance with valid regulations and its business policies. The Bank shall send a written notification thereof (by regular mail or e-mail) to the Service user within min. 15 (fifteen) days prior to any such change. The Bank reserves the right to amend the Decision on service fees and other charges of the Bank in operations with domestic and foreign private individuals related to SMS, ELBA – electronic banking and m-Intesa – mobile banking services (hereinafter: the Decision on fees), whereby the Bank shall provide written notice to the Service user at the postal or e-mail address also within a min. 15 (fifteen) days prior to any such change. Amendments to the Terms and Conditions may not change the legally prescribed elements of the Agreement. In case that other legally prescribed elements of the Agreement have been changed, the Bank shall invite the Service user to conclude an annex to the Agreement. If the Annex has not been signed by the Service user, the Bank may not amend or terminate the Agreement unilaterally, except for the reasons envisaged in the regulations governing the contractual relations. The Service user may be informed about the possible amendments to these Terms and Conditions and the Decision on fees in any of the Bank's branches, as well as through the publication of the effective Terms and Conditions and the Decision on fees at the Bank's website.

If the Service user does not accept the changes to the Terms and Conditions and the Decision on fees, in that case he is obliged to notify the Bank in writing within 15 (fifteen) days, from the date of receipt of written notice of the change by the Bank, after which he will be obliged to make a total repayment of any remaining debts under the Service Agreement within 90 (ninety) days. After 90 (ninety) days, the Bank has the right to unilaterally cancel the Agreement and declare due all possible claims from the Service user on the basis of the Agreement. In the event that the Service user does not settle the entire due debt, the Bank will take all actions to collect due debts and request the collection of the due debt through the competent court.

**1.17.** The Bank shall report to the State Investigation and Protection Agency - Financial Intelligence Department, all transactions which are subject to such reporting requirement pursuant to the BiH Law on Anti-Money Laundering and Counter Terrorism Financing as well as the Bank's internal procedures related to activities on prevention of money laundering and financing of terrorism.

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

**1.19.** These Terms and Conditions have been produced in writing and are available throughout the branch network and through the Bank's other distribution channels (on the Bank's website etc.).

## **2 SERVICE**

**2.1. SMS** service is an information service of the Bank that allows the Service user to receive information about the account balance and any changes thereof via mobile phone. All account information shall be sent directly to the Service user's mobile phone number.

**ELBA** - electronic banking is an information service of the Bank allowing the Service user to effect financial transactions and review the account balance via the global computer network-Internet.

**m-Intesa** - Mobile banking is a service of the Bank that enables the Service user to conduct financial transactions and view the account balance using their mobile phone (smart phone).

**2.2. Mini token** is a hardware (physical) token for the service user identification related to the ELBA service access and transaction authorisation.

**mToken** is a mobile application option accessed through the m-Intesa mobile application, for the user identification related to the ELBA service access and transaction authorisation.

**User name and password** represent access data used for accessing the ELBA and/or m-Intesa service.

**Activation code (key)** is a security code for using the m-Intesa application and/or mToken. The activation code is used for device and user identification and it initialises the internal token device in the application.

**2.3.** To access the Services, a prospective service user needs to sign a service agreement.

### **3. THE SCOPE OF SERVICES - SMS, ELBA AND M-INTESA**

**3.1.** Regarding these Services, the Bank offers certain scope of services and the customers accepts the services by signing relevant agreement.

**3.2.** Without any prior notice, the Bank is entitled to extend the service scope and thus report to the service user thereof in writing and via its web page, as well as via its distribution channels. The Service user concedes to such changes and accepts them in their entirety.

**3.3.** The SMS service provides the service user with SMS messages in form of notifications of changes to the current account balance after every effected transaction.

**3.4.** ELBA – electronic banking provides the following to the Service user:

- insight into all the products the customer uses in the Bank (accounts, savings, loans and cards),
- overview of balances, turnover and liabilities by accounts,
- fund transfer services in the country and abroad,
- fund transfer by and between own accounts and currency conversion services,
- overview of all orders, their status and other information,
- creating samples and scheduled payments,
- temporary blocking and unblocking of debit cards,
- payment of pre-populated utility bills using the e-Plati option,
- submitting an online application for the Bank's products,
- and range of additional options.

**3.5.** m-Intesa – mobile banking provides the following:

- insight into all the products the customer uses in the Bank (accounts, savings, loans and cards),
- overview of balances, turnover and liabilities by accounts,
- fund transfer services in the country and abroad,
- fund transfer by and between own accounts and currency conversion services,
- overview of all orders, their status and other information,
- creating samples and scheduled payments,
- the option of rounding up the payment amount and paying the difference to the a'vista savings account "Round up and save",
- the option of donating funds to the accounts of humanitarian organizations separately or with each domestic payment order,
- temporary blocking and unblocking of debit cards,
- examining PIN for payment cards,
- inclusion of cards in digital wallets,
- review of the Travel Health Insurance Card, if the Customer has contracted a Visa Platinum debit card,
- contracting accident insurance,
- applying for products and services of the Bank,
- finding the nearest branch or ATM of the Bank, using their geolocations,
- payment of pre-populated utility bills using the e-Plati option,
- sending automatic PUSH notifications about activities by m-Intesa mobile application,
- the possibility of contracting a current account and m-Intesa service through the m-Intesa application for all - non-clients of the Bank, whereby the process must be finalized in the Bank's branch office,
- and range of additional options.

### **4. CONCLUDING THE SERVICES - SMS, ELBA AND M-INTESA**

**4.1.** The Service user shall conclude the Service by signing a service agreement. The Service use shall be concluded for an indefinite term.

**4.2.** When concluding the Service, the Bank shall establish the service user's identity by examining the identification document (ID card, passport or other form of an identification document bearing a photograph), i.e. certified copy of the passport and translated identification document (to one of the official languages in use in BiH) certified by the court interpreter - in case of a non-resident customer. When concluding the Service, the Bank may ask for additional documentation for purposes of user identification.

In case of establishing authorization over SMS, ELBA and/or m-Intesa services, the identity of the authorized representative/legal representative/custodian shall be determined in the identical, previously described manner, as for the User who contracts the Service,

**4.3.** A necessary prerequisite for using the Service is for the Service user to have an open current account with the Bank.

**4.4.** Having concluded the SMS service, the said service is enabled for the specific customer.

**4.5.** After contracting the ELBA - electronic banking service, the user is assigned access data for the mToken option in the m-Intesa mobile application (hereinafter: mToken), as a means of identification for accessing the Service and authorizing the transaction. To access mToken, it is necessary for the User to download and install the m-Intesa application in which the mToken option is available on their mobile device (mobile phone) from the appropriate market (eg Google Play, App Store). At the express request of the client, instead of access data for the mToken, the same can be assigned a physical, mini Token device (hereinafter: mini Token). Mini token is owned by the Bank, so the Service user is required to return it to the Bank after having closed the Service or subject to the Bank's request. In addition to the mini token or mToken, the Bank shall also provide the Service user with access data (user name and password) to be used with the mini token or mToken.

**4.6.** After having concluded m-Intesa - mobile banking service, the user shall be automatically provided with Service access rights and access data (user name and password), as well as with an activation code. The service user downloads and installs the application on his/her mobile device (mobile phone) from the corresponding market of applications and enters the activation code during the first login. By entering the activation code, the device and the user are identified, and the internal token device is initialized in the application. After the user enters the user name and password, he/she has access to the Service. In case of reinstallation of the m-Intesa service, the Service user shall download again the m-Intesa application from the corresponding market and install it on their mobile device. Once the Service user enters the correct username and password, the activation code will be automatically delivered to the mobile phone number registered by the Service User in the Bank's system.

**4.7.** The Service shall be considered as arranged by the Service user, if they agree with the Bank to open such account type that, by default, includes the Service with or without a promotional offer or if they agree to use the Bank's other services which by default include this service too.

**4.8.** In accordance with its business policy terms, the Bank reserves the right to reject the Service, i.e. it decides on approval or rejection of the Service, with no obligation to explain its decision to the customer.

## **5. OBLIGATIONS AND RESONSIBILITIES OF THE SERVICE USER**

**5.1.** Prior to the use of SMS service, the user shall ensure minimum technical conditions for accessing SMS, i.e. a mobile phone and an active phone number of an operator in Bosnia and Herzegovina or abroad. A phone number to be listed in the service agreement shall be the phone number of the service user to which SMS messages shall be sent to. In the event of a change of the number of mobile phone or landline phone or any other data change, the Service user shall immediately contact the Bank's branch. The Bank shall act upon the requested change within 24 hours following the Service user's notification. In case of a loss or theft of a mobile or landline phone, the Service user shall immediately notify the Bank or contact the Bank's branch in order to stop delivery of SMS messages. The Bank undertakes to disable the use of services for lost and stolen phones for 24 hours after receiving the Service user's notification. The Service user shall bear all damages that may arise due to loss, unauthorized use or change of mobile phone number to which he receives the SMS banking service notifications, as well as due to a failure to comply with the Terms and Conditions.

**5.2.** The Service user shall, before starting to use the ELBA service, ensure the minimum necessary conditions for the use of electronic banking, which includes a computer and an Internet access. At the initial use of the mini token or mToken, the Service user shall change the initial password. In the event that the Service user uninstalls the mToken application for whatever reason (loss, theft of a mobile device, etc.), it must be reinstalled and activated on the mobile device (mobile phone) using the activation code. If the Service user suspects of or ascertains that another person has learnt of his user password, he can change it on his own any time in manner described in the Electronic Banking User Guide (available on the Bank's web page: [www.intesasanpaolobanka.ba](http://www.intesasanpaolobanka.ba)).

Service user shall use the Service in manner defined in the Electronic Banking User Guide. In case the Service user has damaged or lost the mini token, they shall bear the cost of its replacement in line with the effective Decision on service fees and other charges of the Bank in operations with domestic and foreign private individuals.

If, within one month since having concluded the ELBA electronic banking service, the Service user does not take over its mini token, the Bank shall not be required to keep the mini token in store for this service user.

The Service user shall report to the Bank any loss or theft of a mini token or a mobile device where mToken application was installed and the Bank shall disable the Service use upon any such report. The Service user shall be liable for all damages incurred by loss, unauthorised use or inappropriate use of the identification mini token or mToken, for non-compliance with these Terms and Conditions or misuse of the identification mini token or mToken by a third party. The user undertakes to issue payment orders in the amount of available funds on the accounts. Outgoing payments shall be affected in line with foreign exchange operation rules in the FBiH/RS/BDBiH and subject to limitations defined in these rules. At the Bank's request, the Service user shall provide all documents defined in the foreign exchange operation rules in the FBiH/RS/BDBiH (prior to any such transfer). Service user is responsible for the accuracy of all payment orders and is the one to bear the risk of incorrect data entry and misuse in his/her own environment.

**5.3.** The Service user shall, before starting to use m-Intesa services, ensure the minimum necessary conditions for the use of mobile banking, which includes a mobile phone and an Internet access. The Service user shall download the mobile banking application from the relevant market (e.g. Google Play, Apple Store) and install it on the mobile device (mobile phone). Service user can use the mobile banking application on several devices at the same time, while the activation code needs to be entered only once on each device. At the first login, the service user needs to enter the activation code to verify the identity

of the User and the device. Service user shall maintain confidentiality of the user identification and thereby accepts full responsibility for any obligations and damages caused by the breach of his user identification confidentiality. In case of an unauthorised use of the user identification and any other form of security breach he is aware of, the customer is required to immediately, i.e. without any delay, notify the Bank (in writing). Service user shall use the Service in manner defined in the Mobile Banking User Guide available on the official web page of the Bank. Due to a loss or theft of a mobile phone with an installed application, the Service user can uninstall the application any time via web page of the Bank (in manner described in the Mobile Banking User Guide). In the event that the service user uninstalls the mobile banking application for whatever reason (loss, theft of a mobile device, etc.), it must be reinstalled and activated on the mobile device (mobile phone) using the activation code. If the service user suspects or determines that another person has learnt his/her password, he/she can change it at any time in the manner described in the Mobile Banking User Guide. The user undertakes to issue payment orders in the amount of available funds on the accounts. Service user is responsible for the accuracy of all payment orders and is the one to bear the risk of incorrect data entry and misuse in his/her own environment.

## **6. OBLIGATIONS AND RESONSIBILITIES OF THE BANK**

**6.1.** The Bank does not undertake responsibility for cases when the Service user cannot use the service 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 outages or outage of telecommunication channels.

**6.2.** Without any prior notice, the Bank is entitled to extend the service scope and thus report to the service user thereof through the Bank's distribution channels (Website of the Bank, business premises of the Bank etc). Signing the Agreement, the Service user concedes to such changes and accepts them in their entirety.

**6.3.** The Bank is not responsible for the confidentiality of information after their delivery to the designated mobile phone number and will not be held responsible for any related misuse thereof. The Bank is not required to verify the owner of a mobile phone number listed in the agreement.

**6.4.** The Bank shall guarantee that the user password is not to be found in its documentation.

**6.5.** The Bank has the right to temporarily block the use of the service if the Service user fails to pay due liabilities.

**6.6.** The Bank reserves the right to block the use of the Service in case of reasonable suspicion of misuse, thus informing the Service user thereof.

## **7. EFFECTIG A TRANSACTION**

**7.1.** The Bank shall affect a transaction when all conditions defined herewith have been met.

**7.2.** Service user shall dully populate all orders in line with effective legal regulations, stipulated payment procedures and these Terms and Conditions. When populating the orders, the Service user shall take into consideration the funds available on their account with the Bank on the day when orders are to be affected.

**7.3.** The Service user shall confirm authorisation of a transaction and performance of an order via relevant token device.

**7.4.** If the order cannot be executed due to the lack of funds on the specific account or incorrect submission of the payment order by the Service user, the Bank shall not execute such payment order.

**7.5.** The Bank shall not bear any responsibility for failing to execute payments or transfer, i.e. for incorrectly executed payment or transfer via the Services, as caused by incorrectly entered data by the Service user.

**7.6.** The Bank bears no responsibility for consequences of the service use that is contrary to the effective Terms and Conditions.

**7.7.** The Bank shall define a Service limit for the domestic payment transactions to be at BAM 20,000 at maximum per single domestic payment transaction.

**7.8.** In order to ensure additional protection of the Service user, the Bank shall define criteria and limits to ensure user protection from any misuse. The Bank shall pause and check all transactions falling outside the defined criteria and limits.

## **8. FEES**

**8.1.** Service fees shall be collected against current accounts of service users or through other form of collection without any additional approval by the service user or written notification of the service user. The fee level is defined in the Decision on service fees and other charges of the Bank in operations with domestic and foreign private individuals.

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

## **9. NOTIFICATION**

**9.1.** The Bank shall notify the Service user about the collected fees on a monthly basis via current account statements.

**9.2.** Service user consents to receiving product and service notices by the Bank (in writing, by phone, e-mail) as a part of its business activities and for purpose of promotion of such and other products and services of the Bank.

**9.3.** Having signed the agreement, the service user gives its express consent to the Bank to deliver any notifications to the address listed in the agreement or to the email subsequently delivered to the Bank and address subsequently reported and provided to the Bank in writing. Hence, any such delivery shall be deemed adequate whether or not the customer is presently found on the said addresses.

## **10. SERVICE CANCELLATION**

**10.1.** If the Service user no longer wishes to use the Service, they shall cancel it in writing at a branch of Intesa Sanpaolo Banka, i.e. they shall file a service cancellation request.

**10.2.** If the Service user does not adhere to the Terms and Conditions and if the Bank cannot charge the fee against his/her current account, the Bank reserves the right to cancel the Service use subject to a written notice.

#### **11. CUSTOMER'S COMPLAINT AND OTHER COMPLAINTS**

**11.1.** If the customer considers that the Bank does not comply with its obligations from the concluded Agreement, sound business practices, these Terms and Conditions, provisions of the laws and regulations, they may then file an oral or written complaint in person or by regular mail/e-mail to the Bank's address: stanovnistvo@intesanpaolobanka.ba.

**11.2.** 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 and/or electronically.

**11.3.** 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 Republika Srpska.

**11.4.** 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, having established a business relationship with the Bank in the organisational unit operating in the territory of Republika Srpska, may notify in writing the Ombudsman for the banking system (established within the Banking Agency of Republika Srpska at the address Vladika Platona 1/A that they are dissatisfied by the outcome of the complaint proceedings, 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 complaint, that is, if the Bank has not sent a response to the customer, i.e. 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 Loan Agreement, he/she can file complaint to the Ombudsman for Consumer Protection located in Mostar, Kneza Domagoja Street bb.

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

#### **12. FINAL PROVISIONS**

**12.1.** Regarding data on the Service user, as well as a written order of the authorised persons for termination of the Service use and documents on the basis on which the Service was approved, the Bank is obliged to keep all this for at least 10 (ten) years after the expiration of the year in which the business relationship was terminated.

**12.2.** The Bank shall keep data and documents presented in the previous item hereof 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.

**12.3.** The Bank and the service user shall try to amicably resolve any disputes possibly arising in relation to the provision of the Services. Otherwise, the competent court for the dispute resolution shall be the court in Sarajevo.

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

**12.5.** The Terms and conditions for the use of SMS, ELBA- electronic banking and m-Intesa mobile banking services for private individuals shall encompass the Decision on service fees and other charges of the Bank in operations with domestic and foreign private individuals.

**12.6.** In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations and documents, such regulations shall apply until the amendments have been made to these Terms and Conditions.

**12.7.** These Terms and Conditions shall enter into force on 01 August 2026.

**Intesa Sanpaolo Banka d.d. Bosna i Hercegovina**