



TEB

BNP PARIBAS JOINT VENTURE

GENERAL TERMS AND CONDITIONS



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These are the General Terms and Conditions of the relationship between TEB SH. A. ("the Bank"), which is a joint stock company registered in the Republic of Kosovo with the unique identification number **810532988**, (hereinafter referred to as "**the Bank**") and its Clients.

The relationships between the Bank and its Clients are concluded based on free will pursuant to/governed by these General Terms and Conditions and any other special agreement and/or Additional Conditions including the following, as applicable to the product and service the Client uses: (1) application for a product or service, (2) Price Lists, charges, fees and interest rates that apply to Clients products/services, (3) any other conditions, limits, notices, agreement or information that is or shall be provided to the Client and are applicable for the products or services the Client will use.

Before entering into a relationship, upon request, the Client shall be provided by the Bank detailed and complete information on these General Terms and Conditions and, upon request, the Client can also be provided with a copy of the provided information for future reference. A copy of these General Terms and Conditions is also available on request at Bank branches and may be also downloaded from the Bank's website <https://teb-kos.com>. If the Client has additional queries or special needs, such as reading impediments, the information provided herein or any other Additional Conditions will be available to the Client at any time also through the Bank's call centre by calling +383(0)38230000 (Client Identification shall take place through several questions to make sure the appropriate person is using the Call Centre; specific guidelines will be received and the conversation will be recorded to serve as reference of the call and to improve the service), or the Client may visit any of the branches of the Bank during working hours for assistance and/or any information.

If any of the terms and conditions stipulated herein contradicts with any Additional Conditions, then the Additional Condition shall apply.

I. BANKING TERMS

1 Definitions

The following terms and conditions shall have the meanings set out below, unless the context requires otherwise:

- 1.1 **ATM** – means Automatic Teller Machine at which bank Cards shall be accepted to perform transactions such as cash withdrawals and payments, which may be operated by the Bank or by another entity;
- 1.2 **Additional Conditions** – means any other special agreements and additional terms and conditions including the following, as applicable to the product and service the Client uses: (1) applications for a product or service, (2) price lists, charges, fees and interest rates that apply to Clients products/services, (3) any other conditions, limits, notices, agreements or information that is or shall be provided to the Client and are applicable for the products or services the Client will use
- 1.3 **Authorized person:** means all natural persons having full authorizations in the business account or persons designated as authorized persons by the Business Owner(s) in the Bank Business Debit Card Application or in cases where the Holder is an Individual authorized by the individual account holder.
- 1.4 **Bank** – is referred to TEB SH.A., with its Head Office address at Preoc n.n. KM 7 main road Prishtina-Ferizaj Graçanica 10500, Republic of Kosovo;
- 1.5 **Bank Account Statement** - details of transactions that affect a Bank account or Credit Card account.



- 1.6 **BNPP Group** – means BNP Paribas S.A. and any company in which BNP Paribas S.A. holds, directly or indirectly, a majority shareholding interest (a “Subsidiary”), any joint venture, as well as any branch of BNP Paribas S.A. or its Subsidiaries (a “Branch”), including its successors or assigns, which includes the Bank (TEB SH.A.).
- 1.7 **Branch(es)** - means branch office(s) of TEB SH.A. throughout the Republic of Kosovo where the Bank offers a wide array of direct and automated services to its client(s).
- 1.8 **Business Day** - means the day when the bank head office or its branches (as required by the context) are open for business;
- 1.9 **Business Owner** – means the owner (s) who have the right to authorize/ revoke authorized persons in the Business Debit Card Application, can request for Supplementary cards and submit cancellation requests.
- 1.10 **Card** – plastic debit or credit or any other proprietary card issued by the Bank to its clients that performs one or more of a number of services that relate to giving the client access to their bank account(s) or other bank services.
- 1.11 **Cardholder** – means the natural person(s)/authorized persons of the Client who is/are authorized to benefit from the Debit or Credit Card and use it for withdrawals and payments from the account on which he/she is authorised.
- 1.12 **Client** – refers to an individual person; or a company (of any type) that may be an individual business (which under Kosovo law has no capacity of the legal entity), or any foreign company whether they are Limited Liability Companies, Joint stock companies or any other Legal Entity as defined in the legislation; or a national or international non-governmental organization (NGO); or an entity formed via a national agreement between the Republic of Kosovo and another country;
- 1.13 **Credit Card** – a payment Card issued to Cardholders to enable the Cardholder to borrow money from the Bank up to a certain limit in order to purchase goods and services or withdraw cash;
- 1.14 **Credit Card Limit** – a spending amount denominated in EURO approved by the Bank for the Client/Cardholder which is used to purchase goods and services or withdraw Cash by using the Credit Card, including the interests and fees which may be accrued until the Credit Card Statement date;
- 1.15 **Credit Card Statement** – details of transactions, applied interest, and all applied fees that affect a Credit Card Limit;
- 1.16 **Debit card** – a payment Card that permits withdrawals or payments (transactions) directly from a Client’s account. In addition, clients may have access to their Overdraft facility as per Additional Conditions;
- 1.17 **E-banking** – means a service provided by the Bank to the Client which enables a user to access information or issue orders to the Bank regarding any account activities through a website or a mobile device application;
- 1.18 **Order** - refers to orders given by the client / user through the electronic banking system after being successfully identified through the username, password and PIN with the request for execution of bank transactions. When preparing an order according to the instructions for use of electronic banking services, it will be equivalent to the order prepared and signed with your hand;
- 1.19 **Payment order** – refers to the requirements that the client / user instructs the bank for future transactions, according to the procedure of sending orders to the Bank;
- 1.20 **POS Terminal** – means Point of Sale terminal, an electronic payment device at trading facilities where clients pay for goods or services through the use of debit or credit cards, which directly



transfers and transmits all information related to the transaction and automatically debits funds from the cardholders' accounts through the Banking Information System;

- 1.21 **PIN** - personal identification number which is used to identify the Cardholder or the Client which uses a Card;
- 1.22 **PIN and PASSWORD (E-Banking)** - Personal Identification Number and Password are two serial numbers given to the Client to use TEB E-BANKING / Mobile Banking;
- 1.23 **Portfolio Officer** - is a bank employee that is the contact point between the Client and the Bank;
- 1.24 **Price List** - means a list of prices and additional terms that apply to all the products and services offered by the Bank, which is published on all the Bank branches and the official Bank website;
- 1.25 **Sanctions** - means any economic or trade sanctions, asset freezes or other restrictive measures applied by TEB SH.A. member of the BNP Paribas Group including those enacted, administered, imposed or enforced by the Kosovo, Laws United Nations, the European Union, France and the United States;
- 1.26 **Supplementary Card** - means an additional Card, which is given to a different Cardholder which is used to purchase goods and services and withdraw cash by utilising the Client's Credit Card Limit;

2 Scope and Applicability

- 2.1 These General Terms and Conditions apply to all accounts the Client holds as well as the banking services offered by TEB SH.A. in the Republic of Kosovo, including any account that Client opens in the future as well as future services, unless Additional Conditions are given to the Client relating to the account or service;
- 2.2 The following General Terms and Conditions apply to all individual and business accounts opened with the Bank;
- 2.3 These general Terms and Conditions will be considered as an integral part of the application(s) and/or agreement(s) for opening bank accounts;

3 Conditions for Account Opening

- 3.1 Individual and business bank accounts shall be opened by completing and signing an application form for account opening and by presenting all the information and documents required by the Bank in the aforementioned application;
- 3.2 If there are any conditions that are not met by the applicant or there is any legal impediment, the bank account shall not be approved to be opened, therefore is subject to approval of the Bank;
- 3.3 Eligibility criteria apply to some Client accounts. The Client shall be informed on the eligibility criteria when the Client inquires or applies for a particular account;
- 3.4 Eligibility criteria may also encompass submission of some necessary documents and information and submitting an application form;
- 3.5 The Client shall not be able to apply for a particular account where the required criteria are not met;
- 3.6 After the Client has opened an account, if the eligibility criteria change and the Client no longer meets the criteria, the Bank shall issue a notice of changes pursuant to these terms and conditions and shall revise the Client eligibility to continue holding the account;
- 3.7 If the Client holds an account the Bank shall review it periodically and, if the Bank notices that the account activities are not in accordance with the Terms and Conditions or that no transactions



have been conducted in the account for a defined period of time, the Bank may change the status of the client's account, or suspend it until further notice in case of any suspicious activity.

II. TYPES OF ACCOUNTS

4 Current Accounts

- 4.1 The Current account is a non-interest bearing transactional account that the Client can use for any personal transaction, including cash withdrawals, payment orders, and all products and services of the Bank chosen by the Client shall be connected to this account. The Client may also overdraw amounts over the balance in the current private or business account, if there is an agreement for such a possibility;
- 4.2 At least one current account remains active during the Bank-Client relationship and cannot be closed until all the Bank and/or Client's liabilities and obligations are completed;
- 4.3 The closing of all current accounts implies ending the relationship with the Bank.

5 Accounts in other currencies (non-Euro)

- 5.1 Accounts may be also opened in several currencies other than the Euro currency. Non-Euro currency accounts may have may have different conditions which shall be listed in the Additional Conditions;
- 5.2 Funds in other currencies corresponding to its customer accounts may be held with correspondent banks in other countries therefore the Bank may:
 - 5.2.1 require advance notice to withdraw Client funds;
 - 5.2.2 be unavailable at the Client's request in one of Bank branches and the Bank may ask the Client to withdraw it's funds at another branch;
 - 5.2.3 offer the Client to elect to remit the equivalent value of funds in Euros or other available currency with all exchange losses/gains borne by the Client.

6 Joint Accounts

- 6.1 Joint accounts can be either "Individually Operated" or "Jointly Operated";
- 6.2 For Joint accounts which are Individually Operated, each account holder can authorize a transaction acting individually. With an Individually Operated account, the first individual holder will be required to be mentioned in the Bank data;
- 6.3 With a Jointly operated account, an authorization is required from the all registered account holders before a transaction can be authorized;
- 6.4 Unless and until holders of a joint account notify the Bank in writing of their share in the account, the Bank shall be authorized to consider that all joint account holders have equal share in the account and act accordingly;
- 6.5 Joint account holders are jointly and severally liable for the funds they owe to the Bank until the Bank receives notice that the holder of the joint account has ceased to be part of the responsibility for that account and Bank agrees with their removal.

7 Saving Accounts

- 7.1 Savings accounts are interest bearing deposit accounts that can be used only to receive deposits and withdrawals of available funds. Savings accounts cannot be overdrawn. The Client has the right to deposit funds into the Saving Deposit Account, which will be a separate account from the current account, at any time and in whatever amount (e.g. cash deposits, or transfers from the



Client's account(s), or deposits through a standing order). The number of deposits into and withdrawals from a saving account is not limited;

- 7.2 The Client will be entitled to interest from the Saving Account;
- 7.3 However, for each Savings Account there will be a separate agreement signed/Additional Conditions, which specifies how the Bank calculates the interest on the % of Annual Interest rate from the day when the Additional Conditions agreement is signed, after the funds were deposited into the Saving Deposit Account and pays out the interest at the end of the year according to the interest rate determined by the Bank;
- 7.4 The Bank reserves the right to change the interest rate, fees or other terms and conditions of the Agreement at any time, by giving notice to the Client in writing (through SMS, mail, or email), other printed media or website, at least (1) one month before the change becomes effective;
- 7.5 The interest shall be calculated on the deposited funds on a daily basis with actual days elapsed over 365/366-day year period and multiplied by the interest rate percentage. The Effective Interest Rate (EIR) is calculated pursuant to the provisions of the CBK Regulation on Effective Interest Rate and Disclosure Requirements and under assumptions enacted by the regulation, is published on the Bank's Price List;
- 7.6 The Bank shall deduct taxes according to the applicable laws and regulations on deductible income tax of the Republic of Kosovo. The deduction will be done on each interest amount paid or credited at the rate as imposed by governmental and other administrative authorities, unless the Client provides proof to the bank that the Client is exempt from paying such taxes according to the applicable legislation;
- 7.7 If the Client closes the saving account before the end of the calendar year, then the Client will not be eligible to receive the interest for that year.

8 The Flexible Deposit Account

- 8.1 A Flexible deposit account is a type of savings account. The Client can deposit an unlimited number of times in the account (e.g. cash deposit or standing order or transfer from Client account) but the Client can withdraw only a limited number of times as defined in the specific Additional Conditions. Each subsequent withdrawal after the limited number shall be subject to a fee as stipulated in the Price List;
- 8.2 The Flexible Deposit Account calculates interest from the date of deposit until the end of the month and it is calculated on a simple interest basis using the actual method/365/366 days;
- 8.3 If the balance of the account falls under a limit defined in the Additional Conditions or the Client closes the account before the end of the month cycle, the Client waives the right to any interest earned for the on-going monthly cycle;
- 8.4 The interest rate is fixed and it is disclosed to the Client at the moment of opening the Flexible Deposit Account and is also stipulated in the Additional Conditions. The Effective Interest Rate (EIR) is calculated pursuant to the provisions of the CBK Regulation on Effective Interest Rate and Disclosure Requirements and under assumptions enacted by the regulation, is published on the Bank's Price List;
- 8.5 The Bank reserves the right to change the interest rate at any time, by notifying the Client in writing (through SMS, mail or email, other printed media or website);
- 8.6 The Bank shall deduct taxes according to the applicable laws and regulations on deductible income tax of the Republic of Kosovo. The deduction will be done on each interest amount paid or credited at the rate as imposed by governmental and other administrative authorities, unless the Client



provides proof to the bank that the Client is exempt from paying such taxes according to the applicable legislation;

- 8.7 The interest is paid to the Client Current Account or to the Flexible Deposit Account according to Client instructions when the account is opened and as agreed in Additional Conditions;
- 8.8 Unless otherwise instructed by the Client in writing before the end of the monthly cycle, the account shall be automatically extended for an additional monthly cycle, unless there is a legal/regulatory restriction to do so;
- 8.9 The Client can close their account at any time by a request in writing made at any of Bank branches during working hours, or via e-mail to their respective Portfolio Officer.

9 Time Deposit Account

- 9.1 Term Deposit Accounts are Savings Accounts opened for a period specified at the moment of opening the account. During this period, the Client may not be able to withdraw the deposited funds (the principal);
- 9.2 When the Client applies for a Term Deposit Account type of account and the Bank agrees with the Client, the Client shall define and indicate on the Additional Conditions:
 - 9.2.1 Whether the interest should be paid at the end of a defined period cycle (i.e. monthly, quarterly);
 - 9.2.2 Be accumulated for the period of the contract and paid with the principal at the end of the deposit term;
 - 9.2.3 If the earned interest is payable to the Client's Current Account or to the Client Term Deposit Account;
 - 9.2.4 Whether the Client wishes to automatically renew the agreement.
- 9.3 Should the Client choose to automatically renew the agreement for a Term Deposit Account (principal only or principal and earned interest), the Bank may roll over for another term duration applying the same interest rate and terms and conditions or change the interest rate and terms and conditions in accordance with the prevailing rates and informing the Client as determined in these terms and conditions or in Additional Conditions;
- 9.4 If the Client does not choose automatic renewal of a Term Deposit Account, the Client has to notify the Bank 10 days before the term deposit's maturity whether the Client wishes to extend the maturity of the term deposit. Otherwise if the Bank does not receive any notification from the Client within defined terms, the earned interest will be credited to the Client's current account, the deposits will be released automatically, and the Term Deposit Account shall be closed. No interest will be calculated after the maturity and the Client will be notified by the Bank through SMS, e-mail, e-banking or mobile banking app, other printed media or website;
- 9.5 At the Bank's discretion, based on the legal and other requirements of the Bank, the Bank may allow the Client access to all or part of the Client's principal and the Client shall be charged with an additional fee for breach of contract:
 - 9.5.1 If the term deposit has a term of at least 12 (twelve) months and is ended before half of the duration term has passed, the Client waives their entitlement to accrued interest up to the date;
 - 9.5.2 If the term deposit is ended after passing at least half of the term duration, the client is entitled to receive only the interest accumulated starting from the second half of the term duration and accounted for until the day before the Client withdraws their money;
 - 9.5.3 If the Client requests to withdraw only part of the principal, the rest of the amount may be considered as a new deposit and may not be entitled to the same terms and conditions,



including interest rate, as otherwise would have been offered if the Client had retained the term deposit.

- 9.6 The interest shall be calculated on the deposited funds on a daily basis with the actual days elapsed over a 365/366-day year period and multiplied by the interest rate percentage;
- 9.7 The Bank shall deduct taxes according to the applicable laws and regulations on deductible income tax of the Republic of Kosovo. The deduction will be done on each interest amount paid or credited at the rate as imposed by governmental and other administrative authorities, unless the Client provides proof to the bank that the Client is exempt from paying such taxes according to the applicable legislation.

10 Child Account

- 10.1 A Child account is a saving account opened by one of the parents or legal guardians of a child;
- 10.2 All terms and conditions applicable for a saving account are also applicable for the child account unless otherwise stipulated in Additional Conditions;
- 10.3 After the Child reaches adulthood, the Child account shall be frozen until the Child formally establishes a relationship with the Bank;
- 10.4 The account is operated by the parent(s) or legal representative while the child is minor aged and even after reaching adulthood if the child loses the capacity to act, for which parent(s) or legal guardian shall inform the bank in advance.

11 Account Inactivity

- 11.1 If an account does not have any transactions for a period of 12 (twelve) months and there is zero or negative balance on it, it shall be classified as an Inactive account;
- 11.2 If an account does not have any transactions for a period of 24 (twenty-four) months, it shall be classified as a Dormant account;
- 11.3 No account maintenance fees are applied to Inactive or Dormant accounts.

12 Deposit Insurance

In accordance with applicable laws in the Republic of Kosovo, there is a Deposit Insurance Scheme managed by the Deposit Insurance Fund of Kosovo (DIFK), an independent public entity, established and regulated by the Law on Deposit Insurance, whose task is to manage the Deposit Insurance Fund (DIF) with the main mandate to Compensate insured deposits in case of license revocation and closure of a bank. Therefore, the insurance protects deposits and guarantees compensation of insured depositors up to a statutory limit in case of license revocation and bank closure, for more details please see www.fsdk.org.

III. ACCOUNT OPERATIONS

13 Payment Services

- 13.1 The bank offers to its Clients payment services such as cash withdrawals, cash deposits, bank transfers, standing orders, direct debit, payment transactions, and payments by cards. The payment services can be ordered and executed personally or through authorized persons by the Client/entity at one of the Bank's branches (working hours of which may vary and may change), by using self-service machines such as ATM and POS, Drop boxes, or through E-Banking / Mobile Banking;



- 13.2 Cash deposits/ Money deposit by the Client in their own accounts has to be of legal origin. The Bank shall refuse to accept a payment into a Client account or to the account of another holder, if the Bank has reasonable doubts that the money is counterfeit, its origin is illegal, it is a product of criminal activity or it would facilitate a criminal activity. In case of an error in judgment, the Bank or its officers shall not be held liable for it;
- 13.3 Any banknotes or coins which the Bank suspects are not of legal origin or are counterfeit shall be reported to the Kosovo Police and the Client shall not have access to the funds, banknotes, or coins until the Kosovo Police notifies the Bank whether they are of legal origin/counterfeit or not.

14 Accounts Authorizations

- 14.1 The Client (which is a legal entity) agrees and undertakes to submit to the Bank, on the date of opening an Account, certified copies of Articles of Incorporation and/or latest business charter, its latest certified circular and statements/certified samples of officers' signature appropriately authorized to sign agreements for and on behalf of the Client;
- 14.2 Only persons appointed as authorized signatories for the Client whose signing declarations were submitted to the Bank shall have the right to manage Client accounts;
- 14.3 In case of changes in the signature circular of the Client which is kept by the Bank, the Client will submit to the Bank new signature circular as soon as possible;
- 14.4 In case authorized signatories are dismissed and/or the level of privileges of their signatures changes, the Client shall promptly notify the Bank in writing and produce the documents necessary to perform the change;
- 14.5 Unless and until the cancellation or amendments of signature authorizations of authorized signatories is duly reported to the Bank along with documents specified by applicable laws, their rights of use/operations of Client accounts shall remain valid and in force;
- 14.6 The Client shall be solely responsible and liable for all kinds of damages that may be caused by defaulting or delaying such notification for the Bank;
- 14.7 The Client shall not hold the Bank liable for any damage. If there are several authorized signatories, and it is not specified whether they are individually or jointly authorized, the Bank shall consider that each of the authorized signatories is authorized individually;
- 14.8 The Bank shall check the signatures laid on documents by the Client and their representative and shall compare them to their signatures' statements deposited at the Bank by the Client. The Bank shall compare the signatures with due diligence, and will not be held responsible for the results of similarities in signatures that cannot be grasped at first glance. The Bank shall not be held responsible for the forgery of authorizations or other authorizing documents submitted related to the Client's accounts, and the Bank is not under no obligation to inspect or examine the accuracy or authenticity of such documents;

15 Unicity of Accounts

The Client is informed and accepts that the Bank has the undisputed right to the unicity of accounts of all Clients accounts and the right to set-off/pledge between accounts/liabilities for any and all Client liabilities towards the Bank.

16 Documents required for opening Accounts

- 16.1 The bank reserves the right to request any documents to open an account or accounts, which must be provided by the Client(s) within the deadline specified by the Bank. Failing to provide such



document(s), the Bank might freeze the accounts, specific transactions or any relevant action requested by the individual(s) to be carried out.

- 16.2 When the documents are filed from a foreign country and sometimes in cases from within the Republic of Kosovo (depending on circumstances, documents may be required even when they come from within the Republic of Kosovo) they must be notarized/certified by official bodies in the country where the legal entity has permanent residence and must also be notarized and ratified by the Consulate of Kosovo or otherwise, may display the apostille stamp in accordance with the provisions of the Hague Convention and must be translated into Albanian and English by certified/under oath court translator;
- 16.3 The Bank reserves the right to request additional documents when it considers necessary;
- 16.4 The Client warrants on ongoing basis that all information and documents supplied to the Bank are the latest, accurate, true and complete, and understands that any falsification, false statement or misleading documents may lead to criminal prosecution. The Client is responsible for keeping the Bank informed of changes to the Client's contact and general information and to all data and information which may be relevant to the Bank.

17 Communications/Contacts and Guidelines

- 17.1 Unless a specific service dictates specific instructions, contact, communication, and instructions between the Bank and the client, may be sent via mail, SMS, phone, e-mail, or e-banking/mobile banking using the latest contact information shared between the bank and the Client; whilst face-to-face communication may also take place;
- 17.2 Communication between the Client and the Bank will be deemed to have been delivered by the Bank to the Client, when it is delivered to the mail delivery company for mail within Kosovo to the Client's last address, or when sent via email at the email provided in the application form(s) or subsequently updated at the Bank;
- 17.3 Communication between the Client and the Bank will be deemed to have been delivered by the Client to the Bank at the moment the Bank receives the actual communication, and not when the Client has sent it. The Client can contact the Bank as set forth in the detailed instructions by notice in writing to the branch (working hours of which may change) or to the bank staff, by sending an e-mail to their Portfolio Officer from their registered e-mail address, or by personally going to the branch;
- 17.4 The Client shall ensure that all information provided to the Bank is up to date, accurate, truthful and complete and understands that any falsification and misleading statement(s) may be subject to criminal prosecution and or even termination of banking relationship by the Bank. It is the Client's responsibility to keep the Bank informed about changes in the Client's contacts and background information and all data and information that can be relevant to the Bank, such as information provided in the application forms etc. Should the Client fail to inform the bank on the change of the last address, telephone number. or email address provided in the application form(s) or subsequently updated at the bank through special platform(s), the Client shall not hold the Bank liable and shall hold the Bank blameless for not delivering the communication to the new (mail or e-mail) address since the bank could not have been aware of the change of the Client's address or other contact information because the Client did not disclose such a change to the Bank as stipulated in this Section.
- 17.5 Client 24-hour access to communication with the bank (through the Internet, mail or telephone) does not affect the current work schedule of services or the date of transaction or accrual of interest, which will depend on the particular service or deadline of fixed payment (cut off time period);



- 17.6 Client instructions for effecting banking services given by the Client cannot be withdrawn if the Bank has already begun to or has already processed them accordingly. If it is possible for the Client to withdraw, cancel or change an instruction, then there may be Bank administrative charge/provision;
- 17.7 The Bank may refuse to act on any instruction if there is reason to suspect that the instruction is not issued by the Client or that it is faulty, ambiguous, may violate applicable laws, any other obligation, or represents a breach of rules of the banking service or these General Terms and Conditions, for which the bank may also have to inform relevant authorities. The Client shall in no way hold the bank liable if the Bank has not processed any such suspicious instructions of the Client.

18 The Client's responsibility for Instructions

- 18.1 The Client is responsible for all the instructions given to the Bank by an authorized representative (signatory) of the Client, even if the authorized representative acts in a way to make the Client violate its agreement with the Bank or is against the law or is against the previous instruction or interest or wish of the Client;
- 18.2 It is the responsibility of the Client to check the accuracy of all the numbers, details and information on forms and instructions, including but not limited to transfers and tax forms. The Bank shall not be held responsible for verifying or suspecting something and the fact that it could do something similar voluntarily in the past, is not and shall not constitute a precedent. The Bank may rely on the accuracy of any information provided by the Client or any authorized signatory and the Client, therefore the Client shall hold the Bank blameless with regard to any claim in this respect;

19 Safety and Security of Account Operations

- 19.1 The Bank assigns security procedures and can change them after notifying the Client;
- 19.2 The Client must do everything possible to ensure that safety procedures are followed and no security data is disclosed to third parties. If the Client becomes aware of a security breach or security lapse, whether it's the Client's fault or not, the Client must inform the Bank without delay. The Bank shall make its best efforts to block further transactions and in case it fails to stop such a transaction it will not be held liable unless the Bank is found grossly negligent. The Client shall cooperate with investigators, including the police, if necessary, and shall assist with reasonable requests and provide the relevant information without delay in order to detect fraud or minimize loss.

20 Crediting and Debiting Accounts

- 20.1 Processing instructions accepted during working hours by the respective Branch/department, or by other means such as E-Banking / Mobile Banking, Internet payments, POS payments, reserved amounts, available amounts and similar, may begin processing on the same day if the instruction is received before cut-off time or if the internal validation processes may run within the same value date, but the execution may be delayed for a few days if it is received after the fixed schedule of payments.
- 20.2 Orders and credits received after the time schedule of payments will be processed the next working day. Fixed payment schedules may depend on the type of service, while working hours may change from one branch to another in accordance with the bank policies and procedures as well as rules and applicable laws and local requirements;
- 20.3 The Bank will not be responsible for any failure, fine or equivalent (including tax penalties) as a result of instructions received after the fixed schedule of payments;



- 20.4 The request for payment may be refused when the Client does not have the necessary funds at the end of the day;
- 20.5 If the Client authorizes an "automatic" bank order (standing order i.e. regular payment) then the Client agrees that this payment shall be done on a regular basis from the Client's account to a third party or to another Client account in the specified amount until the Bank is notified to stop paying or change the amount specified or for the period defined when the regular payment is requested. The Client acknowledges the importance of clear written instructions in a timely manner to the bank, if the Client wants to cancel or change the amount, account and other details;
- 20.6 If the Client authorizes a payment through direct debit from their account to a third party, then they authorize the Bank to make such payment according to the instructions of the third party as to the amount and the timing of payment(s).
- 20.7 The Client agrees that they have the sole task of checking the receipt and the amount of notice they receive from the third party for any amount that must be withdrawn, and shall provide timely and clear written instructions to the Bank should they wish to cancel a direct debit or object to the amount;
- 20.8 If the Client authorizes a direct debit to the bank for certain services, then the Bank is authorized to make a payment based on agreement for services for charges or payments to be made;
- 20.9 The Client agrees that any dispute with any third-party vendor or others who receive/d payment/s in respect of the amount of payment, quality of service, validity or terms of any provision or any other contract are only between them and the third party and not with the Bank;
- 20.10 If the Client has more than one account with the Bank, the latter, by acting reasonably, at any time and in any way, is deemed capable of transferring funds and money between these accounts and of transferring the balance of any account to other accounts and of merging and joining accounts into a single account, without any prior approval, order or instruction of the Client, and by immediately informing the Client, provided that this is required by any law or regulation or is absolutely necessary for the implementation of the Bank's internal policy and/or operational changes;
- 20.11 The Client also states and agrees that the Bank may transfer its services to another branch at any time and at its discretion, and in the case of such transfers, the provisions of this Agreement shall continue to be valid and binding for the Client.

21 International and National Transfers

- 21.1 For international transfers, the Bank shall use a Correspondent bank(s)/intermediary bank(s). The Bank shall provide a possible indication of the date of receipt of the transfer, but does not guarantee date of receipt and is not responsible for delays or for the operations of the intermediary bank;
- 21.2 The Client is solely responsible for verification of compliance with any local laws in the place of receipt and shall compensate the Bank for any cost, claim or expense the Bank has incurred as a result of using foreign banks, and any violations of the laws abroad. In addition, any charges, expenses caused by such circumstances shall be borne by the Client;
- 21.3 If the Bank has merely received the transfer instructions (be it International or National) from the Client and has completed relevant forms, which are respectively signed by the Client, this in no way shall mean that the transfer is completed, since the rest of the steps after the Bank has processed such payments lay outside the authority of the Bank; therefore, mere receipt of the payment order does not automatically mean a completed transfer.



22 Foreign currency and collections

- 22.1 Foreign currency transactions are made under the standard tariffs and exchange fee on the respective date when the Client conducts such deposit in an Account in person at some of the branches of the Bank, or for E-Banking / Mobile Banking and Mobile Banking transactions the standard tariffs and exchange fee that are effective on that given date, when the execution of exchange or transaction takes place. Withdrawals of foreign currency can be made from the Client's account. The transaction amount authorized online may differ from the transaction amount that will be processed through clearing due to a different exchange rate applied by Visa Inc. or MasterCard or other Card licensing companies for card transactions. When the Client orders or receives international transfers the Bank shall provide or make available to the Client the fees and charges including exchange rates;
- 22.2 The exchange rates the Bank uses are variable exchange rates which change constantly through the day and are influenced by the movements in foreign exchange markets. The exchange rates are applied to any transaction orders and payments which involve different currencies and/or currency exchange. The exchange rate shall be applied in the future by the Bank or by the correspondent parties at the moment the transaction is processed, therefore, the applied exchange rate may differ from the one disclosed to the Client. If application of exchange rate leads to a loss or a gain due to unfavourable or favourable rate the Client agrees that the Bank may deduct the amount of that loss from the Clients' accounts, or credit the amount of gain to Clients' accounts;

23 Foreign checks

The Bank does not accept any checks of any kind, whether national or foreign.

24 Bank Account statements and errors

- 24.1 If the Client chooses, the Bank shall issue a monthly Bank Account Statement which shall be delivered to the Client via email. The Client should check the Bank Account Statement carefully and tell the Bank as soon as possible if it involves a transaction that seems to be an error or not in accordance with the Client's instructions or that is not instructed by the Client. Each reporting must be made at the latest within 30 days from the date of the transaction or from the Bank Account Statement date of issue. If the Bank is not informed in writing at one of the Bank branches or by calling the Bank at the designated number about an error in a transaction within 30 days, then it shall assume that transactions reflected in the Bank Account Statement are correct;
- 24.2 The Bank agrees to correct any errors made by the Bank in the account in due time after the client has informed the Bank;
- 24.3 Bank Account Statements are also available online through E-Banking / Mobile Banking, and upon request received in person at any of the branches of the Bank. There may be fees applied for additional Bank Account Statements or for delivering the Bank Account Statement at Client's address;
- 24.4 The Client shall immediately report any discrepancies or other problems with withdrawal from and use of an ATM or POS terminal, or online payments. Security problems, such as the loss of a card or other security problems should be reported immediately to the phone numbers given for emergencies i.e. the Bank's call centre that operates 24 hours 7 days a week through the phone number +383 (0) 038 230 000, which is also written at the back of all the Bank's debit and credit cards;



25 Closure of Account and Termination of the Service

- 25.1 The Client may at any time request to close their account by written notification issued to the Bank at any of the branches on the condition that the Client should first settle any and all obligations towards the Bank related to any respective Bank account/s. The account may be closed only if there are no outstanding liabilities interconnected with the account or the account is interconnected with any other banking services that remain active. The Bank may take action to close/freeze an account or to terminate services immediately if:
- 25.1.1 The Client becomes ineligible for the account or service;
 - 25.1.2 The Client violates any of the General Terms and Conditions or Additional Conditions or does not agree with any of them and the Bank reserves the right to close the bank account(s) without having to offer any justification to the Client, provided that such notice is made 30 days in advance, a period which is calculated from the notification;
 - 25.1.3 If the Client does not use the account or the relevant service for a specified period of 12 months, the Bank reserves the right to close the account or the services;
 - 25.1.4 Authorization in connection with the account or service is not in accordance with applicable laws and regulations;
 - 25.1.5 The Bank reasonably doubts about any falsified information or activity that is given or presented at any time or that the account was used illegally;
 - 25.1.6 It is a requirement from an authority or an applicable law;
- 25.2 The Bank reserves the right to close dormant/inactive accounts at any time should it decide to do so;
- 25.3 Upon closure of the account or termination of service, the Client must return any valid card, banking software of the computer or tools used, which are and remain the property of the Bank, and the Bank shall insist that these are returned before authorizing closure and before payment of any closing balance. If the Client does not return any of these, the Bank can make the appropriate deductions of sums from the account balance or appropriate sums deductions from any Client account.

26 Inheriting Funds on Accounts

In case of death of the Client and when the Bank is aware of that fact and a death certificate has been submitted to prove the death, all existing authorizations on late Client's accounts will be terminated and the account may not be used by anyone until a valid decision on the designated benefactor of funds in the deceased person's account, issued by a Court or a Notary, is brought by the concerned individual to the Bank. If the Client is a legal entity, the actions stated in this Section will be undertaken by the Bank according to the Client's internal documents that regulate its governance;

IV. FEES

27 Fees

- 27.1 The Client agrees to pay any and all fees as follows for: banking services including account maintenance, security funds and processing certain transactions (such as international transfers, local transfers), Bank Account Statement fees or copies of documents. Fees and interest may vary and may be changed by the Bank with prior notification to the Client, as stipulated in these Terms and Conditions;
- 27.2 When account interest is calculated on a daily basis, interest will be calculated based on the amount of the reconciled balance at the end of each day;



- 27.3 Interest and fees can be charged in advance for some services, at the time of the transaction/execution of service, or after completion of such service, the Bank may make respective deductions from the account without having to notify the Client in advance;
- 27.4 The Client, upon applying for a Bank product or service, is deemed to be informed about all the fees/charges/commissions that are published in the Bank's Price List and is deemed to agree that the same are effected/deducted accordingly from their respective account without any additional notification except if otherwise foreseen in the Additional Conditions;
- 27.5 Kosovo law requires the Bank to withhold tax on interest. This applies regardless of whether the Client is a permanent resident or not.

V. DEBIT CARDS AND CREDIT CARDS

28 Cards

- 28.1 Any Card issued by the Bank (either debit, credit, identification or other proprietary card) is the property of the Bank and may be used in accordance with the terms and conditions set by the Bank only by the person to whom the card is issued (which can never be a person other than the person who is the authorized signatory).
- 28.2 In the event of misuse or unauthorized money overdraft with a Bank card, the Bank has the right to cover the overdrawn amount and fees by withdrawing that amount from any account the Client has with the Bank/.
- 28.3 A Card issued in the name of the Cardholder cannot be transferred to third parties;

29 Using Cards

- 29.1 The Cardholder may use Cards for ATM withdrawals as well as for payment for goods and services through all Bank POS terminals as well as all other POS and ATMs bearing the VISA/MASTERCARD logo. Some Cards may also be used for payments for goods and services through the internet. Cards issued are in accordance with the terms and conditions for the use of VISA/ MASTERCARD cards;
- 29.2 After receiving the card, the Cardholder shall activate their card by enter their PIN after entering the Card at the Point of Sale (POS) device at the relevant branch of the bank, or by going through the SMS PIN activation process of the Bank via the phone. The act of entering a PIN using an ATM or POS keyboard has the effect and power of signature that is legally valid. Transactions carried out by the Card are considered accounting documents in accordance with applicable laws in Kosovo;
- 29.3 A frozen Card can be unfrozen by a request submitted by the Client to activate the Card frozen as a result of:
- 29.3.1 card reported through the Call Centre or Branch lost, stolen, confiscated or misused;
 - 29.3.2 typing an incorrect PIN three times at an ATM or POS;
 - 29.3.3 freezing the card temporarily as a punitive measure due to the Cardholder failing to comply with the General Terms and Conditions.
- 29.4 Cards that have been frozen by the bank due to being reported by the Client through E-Banking as lost, stolen, confiscated, or misused, cannot be unfrozen;
- 29.5 Payments of goods/services can be made through POS terminals, installed at the merchant locations, or on internet platforms. The maximum transaction amount depends on the Card limit or the Additional Conditions;
- 29.6 The daily withdrawal limit of cash withdrawal and for payments shall be published on the Bank's Price List.



- 29.7 Invoices received from POS terminals must be kept by the Cardholders for further reference or verification;
- 29.8 If the Card is used in countries using a currency other than the Euro, the VISA/MASTERCARD and/or Bank exchange rates will apply.

30 Obligations of the Cardholder

- 30.1 The Cardholder must accept and activate the Card issued to them by the Bank within 90 (ninety) days. If the Cardholder does not activate their Card within 90 (ninety) days, the Bank will cancel the Card.
- 30.2 The Cardholder is obliged to pay Card fees to the Bank (for issuing the card, transactions, maintenance and other fees) in accordance with the Ban's Price List;
- 30.3 The Cardholder must:
- 30.3.1 Keep the Card and security number safe and never disclose the PIN or security information to others
- 30.3.2 Never hold the PIN together with the Card or keep the PIN in a conspicuous place.
- 30.4 Any harmful action that may arise as a result of the Client not complying with the previous subsection is the sole responsibility of the Client or Cardholder;
- 30.5 The Cardholder or the Client must notify the Bank immediately if the card is lost, destroyed, distorted, stolen, falsified/copied, or misused and the Client shall be held responsible for any loss arising as a result of theft or loss, unless the Client can demonstrate/proves gross negligence by the Bank. If the Cardholder after reporting the card as lost/stolen, requests a new card and in the meantime finds the old card, the old card will not be re-activated;
- 30.6 The Cardholder may reasonably request the Card to be frozen and may terminate the use of Card with prior written notice 15 (fifteen) days in advance (after having paid all outstanding debts). The Card is issued in the Cardholder's name, who is obliged to notify the Bank immediately of any change of address or for legal entities, the authorised persons of the Client, or other personal data relevant to the Bank;
- 30.7 When the Client is a legal entity, the Bank may consider that all persons who are authorized signatories to the Client's account also have authorization to use the Card. The Client shall designate authorized persons on the Application for Businesses Card, who shall be responsible and authorized for withdrawals/services specified at the authorization levels specified in the application, and who will use this Card on behalf and on account of the Client. The Client is obliged to notify the Bank in writing of any change/revocation of authorization for the authorized persons. In case of any damage caused by failure to notify or delayed notice to the Bank, the Client hereby declares/agrees to be responsible for it. The Bank shall never be held liable for use of the Card by any person that is not an authorized signatories of the Client. In any case the Bank shall not be held liable and inheritors or authorized persons shall not have the right to any complaints against the Bank for any transaction or service/payment concluded as per these General Terms and Conditions by using the Card in case that such transactions are executed after the death of the owners or any authorised persons of the Client for which the Bank was not informed;
- 30.8 The Cardholder or the Client is obliged to contact the Bank immediately if the Cardholder or the Client becomes aware that there are any discrepancies regarding the amount or number of transactions executed in order to initiate the procedure of investigation for the return of funds. All costs/expenses incurred for the investigation procedure for return of funds shall be borne by the Client;



- 30.9 The Client may cancel Supplementary issued Cards. In the event that the Client is a legal entity only the persons with the sufficient authorisation shall be entitled to cancel the Supplementary Cards issued on behalf of that Client;
- 30.10 The Bank shall charge the Client's account as given above with all relevant fees and commissions according to the Bank's Price List. This includes the Bank's withdrawals related to the claim /chargeback initiated by the Cardholder for disputed amounts in the Bank Account Statement of the account which are not received by the Client;
- 30.11 The Cardholder and/or the Client is liable for the proper use of the Card and for all costs incurred by use of the Supplementary Cards issued upon the Client's request. All disputes that may arise between the Client and the Client's authorized persons during usage of the Cards will be solved between themselves and the bank shall not be responsible for such disputes.

31 Rights and Obligations of the Bank regarding Cards

- 31.1 The Bank may request the return of the Card at any time and reasonably in the event of a breach of the provisions of these General Terms and Conditions or Additional Conditions. The Bank may use agents for distributing or retaining Cards;
- 31.2 The Bank may require the return or may freeze the Card at any time for good reason, including but not limited for the breach of these General Terms and Conditions.
- 31.3 A Card shall be valid for 60-96 months and may be automatically renewed unless the relationship is terminated by one party as per the provisions of these General Terms and Conditions or any Additional Conditions;
- 31.4 The Bank may without any obligation, refuse or approve any transaction, cancel or suspend the right to use the Card or refuse to replace the Card. It may be possible that a notice will not be sent before the above occurs. In particular, the Bank may do this if it is clear that there have been fraudulent or suspicious transactions;
- 31.5 In case of misuse or unauthorized overdraw of Cash with a Card as a result of the Card being lost, destroyed, distorted, stolen, falsified/copied, or misused, the Bank has the right to cover the overdrawn amount and penalty fee by withdrawing such amount from any account that the Cardholder has with the Bank;
- 31.6 The Bank, at its discretion, will or will not renew the Cardholder's Card, after or before the Card's expiry date, depending on the assessment and evaluation made by the Bank about the Cardholder;
- 31.7 The Bank shall process the amount of each transaction made by Card in the order in which it accepts them;
- 31.8 If the Bank does not receive any objection within 15 days after a Debit Card transaction is made, or 45 days after a Credit Card transaction is made, it shall consider all transactions recorded as correct;
- 31.9 The Bank may change the rules and fees at any time regarding the use of a Card and shall notify the Client in writing or in any other manner of communication as specified by the Bank;

VI. CREDIT CARDS

32 Credit Card agreements

- 32.1 The Client may request and the Bank may provide a Credit Card Limit to the them up to the amount allowed by the Bank;



- 32.2 The Credit Card Limit may be changed (increased or decreased) by the submission of a request by the Client and approved by the Bank, or may be changed by the Bank pursuant to specific provisions of the Client's Credit Card Agreement and/or the internal policies and procedures of the Bank. The Bank will notify the Client for any change in Credit Card limits. The Bank may apply fees as per the Bank's Price List for any limit increase that is requested by the Client. The Bank may decrease or cancel any unused Credit Card Limit by the Client, unconditionally and without notice;
- 32.3 The Purpose of Credit Card Limit is Purchasing, Payments and Cash Advances.

33 Credit Card debt repayment

- 33.1 The Client shall fully or partially repay the debt of the Credit Card for the total amount or the minimum percentage (15%) of the debt (Minimum Amount) within the date of closing Credit Card Statement every month and the interest will be calculated only until date of closing debt;
- 33.2 The Bank may change the minimum percentage stated in the previous paragraph at any time with a prior notification to the Client and/or Cardholder;
- 33.3 If the Client wants to pay any amount more than the Minimum Amount or the total amount the debt before the payment due date, the Client may do so at any time. In such cases, the Client shall pay the complete amount together with the calculated interest until the day of payment.

34 Credit Card Interest rate

- 34.1 The Annual interest rate of a Credit Card agreement is published on the Bank's Price List. The interest is calculated on daily basis computed on 365/366 days a year.
- 34.2 In case the Client uses the Credit Card Limit for purchases and payments only (including instalment payments) and does not withdraw cash advances:
- 34.2.1 if the amount of the Credit Card Statement closing debt is repaid in total within the last payment date, there is no interest applied to the Client;
- 34.2.2 if the Client only pays the minimum payment of 15% or partially pays the debt (less than the Credit Card Statement debt, but at least the minimum payment), the abovementioned annual interest rate will be applied only for the non-paid part of the Credit Card Statement closing debt;
- 34.3 If the Client uses the Credit Card Limit for purchases and payments (including instalment payments) and also withdraws cash advances, the interest rate will be applied as follows:
- 34.3.1 For the portion of the limit which is used for payment and purchases, the Bank shall not apply interest until the Credit Card Statement closing;
- 34.3.2 For the portion of the limit which is used as cash advance withdrawal, the Bank applies a charge for cash withdrawal when the transaction is effected and as stipulated in the Bank's Price List and starts to apply interest on the portion of the limit which is withdrawn in cash which is calculated on a daily basis until the cash advance is repaid fully according the payment plan chosen by the client when the cash advance is withdrawn (repayment with instalments or full repayment);
- 34.3.3 The interest on Credit Card Statement debt is calculated as defined in sub-paragraphs 34.2.1 and 34.2.2. If the cash advance is not fully repaid within the first Credit Card Statement closing debt, the interest on cash advance will be continuously applied until full repayment;
- 34.4 The Effective Interest Rate (EIR) on Credit Cards (calculated pursuant to the provisions of the CBK Regulation on Effective Interest Rate and Disclosure Requirements and under assumptions enacted by the CBK regulation), is published on the Bank's Price List.



35 Contractual Overdue Interest

- 35.1 If the Client does not pay the full Minimum Amount of the Credit Card debt shown in the Credit Card Statement delivered to them on the Last Payment Date, the Bank will charge contractual overdue interest over the unpaid portion of the Minimum Amount and contractual interest over the portion of the remaining account balance in excess of the Minimum Amount. The Bank will apply a contractual overdue interest for the unpaid Minimum Amount of the Credit Card debt and the Client will be charged with the payment of the regular contractual interest on the part of the remaining balance which exceeds the Minimum Amount. The Bank shall apply the Contractual Overdue interest according to the CBK regulation. The calculation of the overdue interest will be the annual rate, which is comprised of the reference rate with an additional set 8% fixed rate. The reference rate is published by the CBK every six months on their website (<https://bqk-kos.org>). If the CBK does not publish the reference rate, the latest published rate will be used.
- 35.2 The method of calculating the contractual overdue interest is set on the [CBK Regulation on Interest for Late Payments for Credit Instruments](#).
- 35.3 Interest for late payment shall be calculated on the amount of overdue principal along the number of calendar days overdue, depending on the number of calendar days of the year (365 or 366), applying the mathematical formula as follows:

$$LP = \frac{M \cdot Ar \cdot D}{Cd}$$

where:

LP - Interest for late payment for the accounting period;

M - Main late debt (principal);

Ar - Annual rate of the interest for late payment;

D - Number of calendar days of the interest for late payment during the accounting period;

Cd - Number of calendar days of the year (365 days - common year, 366 days - leap year).

- 35.4 The Contractual overdue interest calculated for each accounting period (usually monthly) is added to the previously calculated overdue interest, such that the calculated overdue interest is the total amount of all the calculated contractual overdue interest amounts for all the overdue payments of the Credit Card debt up to the date of the calculation or payment.

36 Exceeded Credit Card Limit fee

If the Credit Card Limit is exceeded as a result of the transactions of the Client/Cardholder, the excess amount will be subject to an overdue fee to be charged by the Bank as per Bank tariffs published on the Bank's Price List.

37 Credit Card Bonus schemes

- 37.1 The Bank may offer Clients bonus amounts depending on the use of the Credit Card in various ways. The offered Bonus is at the complete discretion of the Bank, and may be revoked or cancelled at any time;
- 37.2 The bonus amounts offered by the Bank to the Clients for their use of their Credit Cards cannot be withdrawn as cash. They can only be redeemed in exchange of goods and services offered by the Merchants that have Merchant Agreements with the Bank;
- 37.3 If the Client terminates their Credit Card agreement with the Bank, any accumulated and remaining Bonus amount will be cancelled and cannot be withdrawn in any way.



38 Automatic Payment of the Credit Card debt

Credit Card debt is paid automatically from any positive balance in a bank account that the Client has with the Bank. Automatic payment of the Credit Card payment can occur only three dates of the month: the 1st, the 7th, or the 15th. The Client shall select the date of the month on which the automatic payment of the Credit Card debt happens. In absence of such a selection by the Client, the Bank shall apply the 1st of the month as the automatic Credit Card debt payment date.

39 Obligations of the Client

- 39.1 The Client or Credit Cardholder undertakes to pay the all the fees related to Credit Cards that are defined and published in the Bank's Price List;
- 39.2 The Client undertakes to pay the annual maintenance fee (which is calculated daily) for Credit Cards published on the Bank's Price List, on the first anniversary from the first day of use of the Credit Card, or until the day when the Credit Card Agreement is terminated by the Client or the Bank. The period during which plastic Credit Card or electronic payment instrument is changed (including but not limited to: losing it, having it stolen or damaged, or it is changed i.e. from Standard StarCard to Premium StarCard), does not suspend the annual maintenance fee, since all the rights and obligations, including benefits (i.e. the bonus scheme) shall continue. Therefore, the annual maintenance fee shall apply on all cases when the Credit Card is used for the first time (prior to it being changed);
- 39.3 The Credit Cardholder must sign the signature panel on the Credit Card immediately on receipt, keep the Credit Card and the security number safe and never disclose the PIN or security information to others and never keep the PIN with the Credit Card or in an obvious place;
- 39.4 The Credit Cardholder must notify the Bank immediately if the Credit Card is stolen or lost or misused. The Credit Cardholder and/or the Client may be liable for any losses occurring as a result of the theft or loss, misuse;
- 39.5 All the information given by the Credit Cardholder to the Bank shall be considered that are correct and the Credit Cardholder or the Client will be obliged to inform the Bank for any relevant information, changes relating to their situation, illnesses in the family or business, financial disasters or anything else which might affect the Client's ability to repay;
- 39.6 The Credit Cardholder or the Client will be liable to pay all kinds of cash credit interests, fees, commissions and charges arising out of use of their password not in compliance with the provisions of these General Terms and Conditions and/or Credit Card Agreement. Furthermore, the Bank will not be under any obligation or liability for the present or future damages arising out of misuse of the Credit Card PIN, when and if it provides access also to the accounts and assets of the Credit Cardholder or the Client in the Bank through the use of the Credit Card PIN;
- 39.7 To protect their own interests, the Credit Cardholder and/or the Client must contact the Bank immediately upon becoming aware of any discrepancy related to the amount or number of performed transactions in order to have the charge-back procedure initiated. Any cost incurred by declined charge-back procedure shall be borne by the Credit Cardholder or the Client;
- 39.8 The complaint must be submitted without undue delay, within fifteen 15 days from the posting date of the transaction via Debit Card, or 45 days from the posting date of the transaction via a Credit Card, at the latest. The complaint should be filed only by the Credit Cardholder or the Client and shall be sent / delivered to the Bank via the channels offered by the Bank for submitting such complaints. The complaint proceedings on the part of the Bank shall be governed in compliance with these General Terms and Conditions, the Credit Card Agreement, as well as Rules and Conditions of VISA International/MasterCard International. The complaint proceedings may take its course up to 120 days.



- 39.9 The Client shall not raise any unsubstantiated and/or unreasonable (as evaluated by the Bank) disputes regarding a Card transaction. If any such dispute is raised, the Bank may charge the Client the Fee as specified in the Bank's Price list.
- 39.10 The Client (the Main Cardholder) may revoke any issued Supplementary cards. The Main Credit Cardholder shall notify and make it clear to all Supplementary Card Cardholders that these General Terms and Conditions are applicable to them as well. The Main Credit Cardholder shall be personally liable for any and all expenditures and cash credit disbursements of the Additional Credit Cardholders and that the Main Credit Cardholder will be personally and directly liable also for all damages and losses that may arise out of loss or misuse of cards by the Additional Credit Cardholders, in which case the Bank may have recourse either to the Main Credit Cardholder or the Additional Credit Cardholder for compensation of the losses and damages;
- 39.11 The Bank shall collect without prior notice all relevant fees, commissions, minimum payments, outstanding amounts, future instalments of a Credit Card, according to these General Terms and Conditions, the Credit Card Agreement terms, and according to the Tariffs of the Bank. This also refers to Bank charges, arising in connection with any inquiry by the Credit Cardholder for amounts included in their Credit Card Statement that is not recognised by the Credit Cardholder;
- 39.12 The title of the Plastic Credit Cards belongs to the Bank, and the Credit Cardholder or the Client is personally liable for all kinds of losses and damages that may be incurred by the Bank or third parties due to alterations on the Credit Card;
- 39.13 The Bank will keep the Credit Cardholder informed via the Credit Card Statements by electronic communications (i.e. e-mail), courier and/or other means of communication about all and any changes regarding the use the Credit Cards. The Bank may also inform the Credit Cardholder or the Client about any changes or amendments to the terms related to the use of Credit Cards. Such changes or amendments will become effective as of the Last Payment Date of the period of notification by the Bank. If the Credit Cardholder continues to use the Credit Card after the Last Payment Date of the period of notification as above, the Credit Cardholder shall be deemed to have accepted all changes and amendments effected in this Agreement and notified in Credit Card Statements;
- 39.14 By requesting a Credit Card from the Bank, and if the issuance of the Credit Card is approved by the Bank, the Credit Cardholder will be considered to have demanded a Credit Card from the Bank and that they may refrain from taking delivery of the Credit Card, but in that case the Credit Cardholder will be liable to indemnify the Bank and pay the first annual fee costs incurred by the Bank;
- 39.15 If and when transactions cannot be completed, are cancelled or a partial payment is made due to all and any kinds of technical failures or problems that are non-attributable to any fault of the Bank, the Credit Cardholder is obliged to inform the Bank immediately, and the Bank will in no case be held liable for the results of failure of the Credit Cardholder in informing the Bank as above;
- 39.16 If and when the Credit Cardholder closes their Credit Card or their Credit Card is closed and the Credit Cardholder requests renewal of their Credit Card due to changes in their name or surname and/or due to destruction of their Credit Card to become unusable, then and in this case, the Credit Cardholder is obliged to return and redeliver to the Bank their Credit Card and if any, the Supplementary Cards. The Credit Cardholder will be fully responsible for all damages arising out of their failure to return the said Credit Card/Supplementary Cards to the Bank.

40 Credit Card payment and Instalments

- 40.1 The Client or Credit Cardholder, by paying the Minimum Payment Amount of debts shown in the Credit Card Statement sent to them or by repaying an amount in excess of such Minimum Payment Limit, but less than the total sum of outstanding debts, may utilize a credit facility over the interest



rate shown by the Bank in the Credit Card Statement for repayment of their unpaid debts owed to the Bank as a result of the Credit Card transactions;

- 40.2 The Credit Cardholder may also request the payment of some certain shopping transactions in instalments to the Bank in accordance with the credit terms and conditions specified by the Bank prior to the Credit Card settlement date;
- 40.3 The possibility of shopping transactions requested to be paid in instalments prior to the Credit Card settlement date, will be in the sole discretion and initiative of the Bank to determine the lower and upper limits of transaction amounts, and the maturity and the interest rate of Credit Card. If the Credit Cardholder renounces their request of payment in instalments for a certain shopping and/or wishes to change the instalment payment dates by giving an instruction to the Bank prior to the Credit Card settlement date, the Credit Cardholder shall pay in advance both their instalment debts and the accrued interests, commissions, funds and taxes over such debts;
- 40.4 The Client or Credit Cardholder shall pay in advance all interests, funds, commissions and taxes to be levied over the amounts of credit disbursed by a request of payment in instalments made prior to the Credit Card settlement date or over the amounts of credit disbursed for the Minimum Payment Amount shown in the Credit Card statement sent to them after the Credit Card settlement date or for payments in excess of such Minimum Payment Limit, but less than the total sum of unpaid debts. The Minimum Payment Amount cannot be less than 15% of the Outstanding Debts of Period shown in the Credit Card Statement. The Bank may freely determine and fix the Minimum Payment Amount not being less than this threshold;
- 40.5 The Credit Cardholder must pay the Bank's specified Tariffs but not limited to any fees related to:
- 40.5.1 any default interest on the Credit Card Statement,
 - 40.5.2 the amount of any transaction in exceed of any limit or condition,
 - 40.5.3 any unpaid amount from previous Credit Card Statements;
- 40.6 The Bank may also request additional payments in accordance with Bank's published Price List;
- 40.7 The Credit Cardholder may use the specified limit by the Bank for purchases with instalments to Merchant Stores with which the Bank Merchant Agreements to provide such services;
- 40.8 All goods and services purchased by the Credit Cardholder from the Merchants that have Merchant Agreements with the Bank will be debited to the Credit Card account of the Credit Cardholder. The prices of goods and services purchased by Credit Cardholders using their Credit Cards will be in accordance with the Merchant Agreements between the Bank and Merchants, which will be subject to different instalments and different payment alternatives;
- 40.9 The Credit Cardholder may also select to make international purchases of goods and services from Merchants outside of the Republic of Kosovo, however the cost of instalments shall be borne by the Client or the Credit Cardholder as per the Bank's Price List. This can only be enabled by the Client or Credit Cardholder by previously selecting a subscription through one of the Bank's branches or directly through E-banking.
- 40.10 When a Credit Cardholder purchases goods or services from Merchants using their Credit Card(s), a Sales Slip will be issued over the total sum (showing the number and amounts of instalments). The debt of the Credit Cardholder to the Bank is created as of the time of approval of the payment;
- 40.11 The Client/Credit Cardholder (or their Guarantor if specified in the Credit Card agreement) is obligated pay the Minimum Payment Amount shown in their Credit Card Statement on or before the Last Payment Date stated in the Credit Card Statement. If the Minimum Payment Amount shown in the Credit Card Statement is not paid before or on the Last Payment Date, the Credit Cardholder will be deemed to have fallen in default for their Outstanding Debts of the Period without any separate or additional notice, and such debts will be subject to the standard interest and default



interest specified in sections 34 and 35. The Bank will, at its discretion, cover those debts with the funds which are found in any of the accounts of the Credit Cardholder in the Bank.

41 Credit Card payment default

- 41.1 In the event that the Client fails to pay their Credit Card debts credited/payable in instalments, the Bank shall demand the payment of all of the remaining debts, shall freeze all accounts of the Client at Bank, will cover/compensate those debts with the funds which are found in any of the accounts of the Client in the Bank. In case there are no funds in the Client's account(s), the Bank shall send a notice to the Client and/or Credit Cardholder(s) for repayment of debts in accordance with Bank Procedures and shall apply a fee as per the Bank's Price List. If the Client fails to repay the debt, the Bank will initiate the required administrative and legal proceedings for the collection of the outstanding debts by executing the movable and immovable collateral pledged/mortgaged, receivables and by requesting of blockage of all accounts of the Client in all other Banks.
- 41.2 If the Client fails to pay the Minimum Amount shown in the Credit Card Statement within 3 (three) months following the Last Payment Date, the Bank shall have the right to cancel all the Credit Cardholders Credit Cards. In such a case, no new Credit Cards shall be issued and given to the Client until the debts arising out of the use Credit Cards are fully repaid.

VII. E-BANKING / MOBILE BANKING

42 E-Banking / Mobile Banking Services

- 42.1 TEB E-Banking / Mobile Banking service enables the Client/user to:
- 42.1.1 Check the account balance on the accounts for which the user is authorised;
 - 42.1.2 View transactions made on accounts which the user is authorised;
 - 42.1.3 Execute money transfers - execute institutional payments between Bank branches and national execution of payments to other local banks only in EUR currency;
 - 42.1.4 View information on Credit Cards, Bank Account Statements, transactions;
 - 42.1.5 Regulate security settings (regulation of confidential messages and illustrations, and change of the PIN and Password) which are subject to changes from time to time by adding more services or removing/upgrading existing ones; and
 - 42.1.6 Other activities that the Bank may develop.
- 42.2 All provisions equally apply to both E-Banking and Mobile Banking applications. These General Terms and Conditions and the relevant Bank Price List shall apply for the use of E-Banking.

43 Terms and Conditions of Use of E-Banking

- 43.1 The right to benefit from services specified under this chapter of these General Terms and Conditions apply only to the Client/user and the Client/user shall not allow third parties to benefit or use the services provided by the Bank through the Internet;
- 43.2 The Client/user shall act strictly according to the principles and rules notified or recommended by the Bank for the Client/user, and under the Bank "safety manual" as well as according to the Bank's "safety steps". The Bank may at any time and in its discretion change these rules and principles, without notice to the Client/user, because of joint interest such as upgrading of security.
- 43.3 The services and products offered by the bank through E-Banking, as well as all kinds of audio-visual effects used for presentation of such services and products are protected by intellectual property rights of the Bank and the Client/user shall in no case use them without prior consent of the Bank. In addition, the copyrights on software provided by the bank to the Client/user are owned



by the Bank and client/user shall in no way and for no reason copy, reproduce or distribute the software;

- 43.4 Information and explanations the Bank provides related to products and services provided through E-Banking may not be complete, appropriate, adequate or sufficient, and the Client/user cannot demand responsibility from the Bank for information and explanations that are not complete, appropriate, are outdated, inadequate or insufficient.

44 Users of E-Banking

- 44.1 A user of E-Banking is a person that has the necessary information and credentials to access E-Banking and has the authorisation to view information on an account or to issue instructions to the Bank for account transactions. The "PIN and Password" and "data and information of identifying username" of the user that is authorised to access or issue instructions on behalf of a Client account will be submitted to the Client, or if the Client is a legal entity to the authorized signatories or to the persons appointed by the Client according to specified authorization levels in E-Banking. The Bank shall not be liable in any case for receiving or using the "PIN and Password" and / or "data and information of the identifying username" by persons who are not the authorized users of the Client;
- 44.2 The Bank shall not be held liable and the heirs or authorized persons/clients/users shall not be entitled to any claim against the bank for any transaction or agreement executed in E-Banking by using the "PIN and Password" and "the data and information of identifying username " after the Client's/user's death.

45 Obligations of the Client/User

- 45.1 The Client / user is obliged to change the initial password given to them by the Bank immediately at the time it is received.
- 45.2 The Client/user can order the execution of transactions with respect to cash transactions, banking and other services offered through the E-banking, by using a "PIN and Password" and "data and information of the user name (User ID)" authenticated through system security steps, without signature of the Client/user;
- 45.3 The Client/user must keep the E-Banking "PIN and Password" and "data on user identification name" confidential, and the right to use "PIN and Password" and "user name identification data" are the sole property of the Client/user;
- 45.4 The Client/User must take proper care and be vigilant not to disclose the "PIN and Password" and "information and data of user identification name" and shall not disclose or tell the "PIN and Password " or "user identification name data" to any third person(s), and will not allow any third parties to use the "PIN and Password" or "user identification name information". The Client will be held personally responsible for any consequences from the use of "PIN and Password" and "user identification information and data" by third parties, and the Client/user waives their rights to objection and appeal, based on the fact that such transactions were not executed by them. The Bank has no obligation to identify unauthorized persons who corruptly use the "PIN and Password" and "user identification name data" of the Client/user;
- 45.5 The Client/user will be responsible for the security of the computer or mobile that is used to access E-Banking;
- 45.6 The telephone line and wireless line used by the Client/user in to access and use E-Banking within shall be at the sole expense of the Client/user. The Client/user agrees and undertakes to timely pay the Bank all fees, expenses and charges determined which the Bank applies for E-Banking services offered and delivered to the Client/user in question;



- 45.7 The Bank may block the user identification data or the PIN and Password of the Client if it suspects any unusual activity on behalf of the Client/User, and any resetting of such E-banking access information shall be subject to the fees published on the Bank's Price List.
- 45.8 Any request for a modification of E-banking access information shall be subject to the fees published on the Bank's Price List.

46 E-Banking Orders and Instructions

- 46.1 The E-Banking Client/user is personally liable to meet the conditions specified for E-Banking services, and to ensure that the account balance is sufficient and adequate to carry out monetary/cash transactions. In no case shall the Bank be held responsible for non-execution of instructions and orders of the Client/user if the necessary conditions are not fulfilled or if the funds are not sufficient in the Client account for cash transactions, or if the credit limit is not adequate;
- 46.2 The Bank is totally free to execute instructions the Client/user gives to the Bank through E-Banking. The Client/user instructions given outside working hours and/or outside service hours will be accepted by the Bank, but may be carried out in the next working day;
- 46.3 If the username, PIN and Password of the Client/user is stolen in an electronic environment or by electronic means by third parties with or without the Client/user being aware, the Client/user is responsible and the Bank shall not be liable about such transactions;
- 46.4 Client/user instructions and orders provided outside normal working hours and/or outside service hours of Bank branches, accepted by the Bank, will be executed only on the next working day of institutions and systems included e.g. payment systems, clearing systems. The Bank may, if and when it considers as necessary and without notice to the Client/user, expand or reduce the size or the scope, or prevent or suspend E-Banking in whole or in part and has the right to ask for written confirmation from the Client. The Client/user shall not submit any claim to the Bank for any loss or damage that may be caused to the Client/user due to suspension of services. If and when the Bank has reason to believe that the Client/user is taking advantage of E-Banking by misusing them or for purposes not intended, the Bank may suspend or temporarily or permanently terminate E-Banking access without informing the Client/user.
- 46.5 The Bank shall in no case be held responsible for any failures that may occur during the use of E-Banking, but not limited to suspension, termination or prohibition of E-banking for technical reasons or due to any errors, any defects in the operation of E-Banking as a result of computer viruses in the computer or phone of the Client/user, due to damage, malfunctions of any kind, loss, delays or early events that may be caused by hardware, software and web server, or third parties access to its data and information, telecommunications installations, etc.;
- 46.6 The Client/user shall not violate applicable laws and regulations during the time of use of E-Banking. The Client/user shall in any case not use E-Banking in such a way that violates public order, which offends good morals, or prevents or disturbs other persons, or violates the rights of property and copyrights of other persons, or for immoral reasons (contra bonos mores) or illegal purposes or for the purpose of reselling the service to others. The Client/user cannot act or behave so as to prevent or impede the use of E-Banking by third parties. All ideas, opinions, statements and comments expressed during the use of monetary transactions, other banking services that the Bank offers through the Internet belong to the Client/user, and the Bank shall in no case be held responsible or liable for them;

47 Blocking and Terminating Access to E-Banking

- 47.1 If there is any reason to suspect that an unauthorized person has learned the E-Banking user identification name or PIN and Password of the Client/user, the Client/user is obliged to inform the



Bank of this fact without delay. The Bank shall immediately block E-banking access identification tools. All relevant costs related to such an event shall be borne by the Client/user;

- 47.2 Access to the account through E-Banking will be blocked automatically if multiple successive attempts are made to get access with the wrong password. The Bank shall have the right to block access of the Client/user for all services without any statement or reason as well as without warning.
- 47.3 The Bank will terminate the use of E-Banking for the Client/user at any time and immediately in the following cases, but not limited to these cases:
- 47.3.1 When the Client/user does not comply with these General Terms and Conditions as well as other instructions of the Bank;
- 47.3.2 After the current account is terminated/closed;
- 47.3.3 When the Client/User dies;
- 47.3.4 If the Client (which is a legal entity) enters bankruptcy proceedings;
- 47.3.5 Upon request by the Client/User.
- 47.4 The Client may terminate E-Banking access at any moment, by submitting a form to request termination of services to the Bank;
- 47.5 Access to E-Banking will be suspended immediately upon receipt of the form request for termination of services. The Client/user remains responsible for all outstanding charges and fees that are accrued up to the date of termination.

48 Security on the Internet

- 48.1 The Client/user must be aware of the following risks exist in particular:
- 48.1.1 Unauthorized access can be provided when there is no proper knowledge of the system and safety procedures (for example, inadequate protection of data on the hard disk, file transfers, monitor emissions), and it is the responsibility of the Client/user to understand which security procedures are necessary and act accordingly.
- 48.1.2 Having profiled the characteristics of Internet communication, the Internet provider for the Client/user can find out with whom and when the Client/user has communicated through the Internet;
- 48.1.3 There is a latent risk that a third party gets unnoticed access to the Client/user or the service by accessing the computer when the internet is being used (e.g. through ActiveX application);
- 48.1.4 When the internet is used there is a permanent risk that computer viruses are distributed once the computer comes to contact with the outside world, or through computer networks, or disks. Virus scanners can help the Client/user to maintain its system and they are strongly recommended;
- 48.2 The Client/user is obliged to reduce to a minimum the risk of security that comes from the use of the Internet by taking appropriate measures for security (proper passwords, use of password managers, anti-virus programs, and protection through firewalls).

49 Miscellaneous E-Banking provisions

- 49.1 All kinds of disputes arising from fees and prices, the calculation of services, cash transactions, and other banking services provided or conducted via E-Banking, bank books, records and documents and microfilms, microfiches and computer records, and the electronic mail and telephone messages and other notifications sent by the Bank to the Client/user will be regarded as prima facie valid, binding, definitive and complete evidence;



- 49.2 Notices sent by the Bank to the Client/user via electronic media (e-mail, SMS, and Internet) are considered and treated as notices received by the Client/user. The Client/user shall be considered to have waived all their rights to objection and appeal on the basis that such notices via electronic media (e-mail, SMS and Internet) were not handed over to them;
- 49.3 Data provided through E-Banking will not be deemed to constitute an offer, except if this is expressed explicitly;
- 49.4 If the Client/user uses the products and services offered by the bank through E-Banking outside the borders of the Republic of Kosovo, the applicable laws and regulations in the Republic of Kosovo shall apply to all disputes between the bank and the Client/user;

VIII. BANK SMS SERVICES

50 TEB SMS TOP UP for Digital TV and Internet

- 50.1 Upon the request of the Client, the Bank shall be fully and unilaterally authorized to debit the amount as per the Bank's Price List, for a monthly service offered by the Bank. The TEB SMS TOP UP for Digital TV and Internet through Application for "TOP UP for Digital TV and Internet" service in addition will include a monthly service:
- 50.1.1 to pay for Internet services;
 - 50.1.2 to pay for Digital TV services, or combined packages;
 - 50.1.3 to pay for the Duo package with TV and Internet;
 - 50.1.4 to pay for the Duo package with TV and Landline Phone.
- 50.2 The amounts specified on the Bank's Price List for the service specified in this Section will be transferred from the Client's account/s to the Bank account of the service provider without any other approval in accordance with this authorization given by the Client. The Bank is also authorized, at the Client's discretion, via SMS for one of the services listed above, to withdraw from the Client's account/s, the amount stated in the Bank's Price List by the service provider, without any other approval by the Client. After paying for the services mentioned in this Section, the Client is aware that if the Client changes their package from Internet to Duo, the previous service will be replaced and the Client will lose the payment for the remaining days. The Client is aware that for security reasons the Client may pay for the above mentioned services for third persons up to only three times per day.

51 TEB SMS TOP UP

- 51.1 The Bank will be fully and unilaterally authorized to debit/transfer the amount the Client sends via SMS. This amount will be debited from the Client account(s) listed on the Additional Conditions, and transferred to the mobile service provider collection account without any other approval, in accordance with the provisions of service agreement signed by the mobile service provider and the Bank. The Bank will not receive nor bear any liability for any performance of such debit service that is between the Client and the mobile service provider. In the event that the Client's account is debited with the Client's order but the mobile phone provider does not credit the Client's account/phone number, the Bank will reimburse the Client the exact amount.
- 51.2 The use of this TEB SMS Top up service is limited only for prepaid phone numbers of the Client defined on the Additional Conditions. The bank has the authority to cancel the Client's right to use TEB SMS Top up service at any time and without notice. The Client agrees and accepts the list of transactions from the Bank as final and binding for all purposes and the Bank shall in no case be held responsible for any possible conflict that may arise between the Client and the mobile phone



service provider regarding the TEB SMS Top up service. The Bank will also not be liable, or accountable for any loss or damage that arises from the malfunction or failure of TEB SMS Top up.

52 TEB SMS BANKING

The Bank will be fully and unilaterally authorized to debit the amount according to the Bank's Price List, if the Client requests the TEB SMS Banking service (account balance, Bank Account Statement). The amount will be debited from the Client's account and without any other approval. The telephone numbers specified on the Additional Conditions for TEB SMS TOP UP Service for Digital TV and Internet, the Application Form for use of TEB SMS Top up service and the Additional Conditions for use of the TEB SMS Banking service will be used for the TEB SMS service. The information provided by the Client shall be true and correct. The Client shall notify the Bank immediately (TEB call centre on phone no. 038 230 000 100) if the Client's mobile phone is lost/stolen or sold, so that the bank deactivates/cancels the above mentioned services. The Bank shall not be liable if the phone is stolen/or lost and the Client did not inform the Bank about it, and the phone is misused by a third person. Additionally, the Client shall notify the Bank in writing if they changed and/or removed any number. The Client shall indemnify the Bank at any time for claims, demands, actions, proceedings, damages, losses, costs and expenses that may arise or be created for the Bank and which directly or indirectly result from the services in this section or are related to such services. The Bank shall be entitled to deduct the fees and charges associated with TEB SMS service TOP UP for Digital TV and Internet, TEB SMS TOP UP and TEB SMS banking according to the Bank's Price List. This authorization may be cancelled and terminated by the Bank unilaterally, and may be cancelled and terminated by the Client by submitting an application for cancellation in one of the TEB branches.

IX. OTHER PROVISIONS

53 Data Protection (Use of Personal Information)

- 53.1 The Bank will collect information about the Client representatives, their Borrower(s), Guarantor(s) and other potential individuals through the account application or any other form of service, verbal information, the credit monitoring agency and also through transactions in account management. Information can also be collected from third parties' fraud prevention agencies and public records. The Bank will be the controller of this information. However, information can be shared with other members of the BNPP Group, which means subsidiaries, parent companies and their subsidiaries and may be provided to the regulators as well as cooperating institutions such as VISA or MasterCard etc.;
- 53.2 The Bank shall not disclose information outside the BNPP Group and other cooperating institutions except as specified in these General Terms and Conditions or Additional Conditions;
- 53.3 All the information provided to the Bank by the Client shall be considered as accurate, up-to-date and complete and that the Client has the right to provide it to the Bank (including the consent of third parties such as the Client's employees or family for any information about them);
- 53.4 It is the Client's responsibility to keep their information up to date at all times when they change and or are requested by the Bank to update, including information on the name, occupation, employment status, identity documents and identity number, address and contact details, and information about income and obligations, if it affects the Client's requirements for specific products without limitations such as Credit Cards or loans. If the Client is aware that the information held about them is incorrect, the Client must notify the Bank immediately of any changes regarding their details in writing or to the Bank or to any of the branches of the Bank;



- 53.5 The Client's information comprises all the information supplied to the Bank, and all information the Bank holds about the Client and any joint account holder with the Client, the transactions and activity with the Bank. It also includes information obtained from third parties. The Bank reserves the right to combine the information relating to any businesses in which the Client is involved in its information system;
- 53.6 The Bank may share/transfer all or parts of its Clients' personal data, inside and outside the territory of the Republic of Kosovo, with other members of the BNPP Group to manage Client accounts, to provide services and to help the Bank and other members of the BNPP Group to assess the financial risks, the return debts, develop and improve the services and comply with legal obligations of the Bank and members of the BNPP Group, also with cooperating institutions such as VISA, Master Card, etc., as well as with contracting third parties for carrying certain services, correspondent banks, auditors, credit insurers and debt collection companies;
- 53.7 The Bank and third parties such as the Central Bank of the Republic of Kosovo, police, official agencies in Kosovo and relevant national authorities or international in any country abroad can use Client data to maintain the stability of financial markets and the banking sector, to prevent or detect of crime, such as fraud or money laundering, and to comply with legal obligations;
- 53.8 By establishing a relationship with the Bank, it is considered that the Client agrees and give the Bank consent on their free will and accepts the processing and transfer of their personal data within as well as outside the territory of Republic of Kosovo to third parties, in the European Economic Area (EEU) and outside the European Economic Area (EEU), in conformity with the applicable legislation;
- 53.9 Also, by establishing a relationship with the Bank, the Client is considered to be informed that under data subject rights the withdrawal of consent can be done any time. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal;
- 53.10 The Client is also considered to be informed on their Rights to contact the controller of the data (the Bank) or an authorized person of the Bank regarding any concern of the use, disclosure and storage of their personal information and that the Client can request to access, a transcript, add additional information or to amend, delete, block, their personal data in conformity with the relevant legal provisions;
- 53.11 The Bank will keep Client information confidential, except where otherwise set out in these General Terms and Conditions or to the extent the Bank is required to make disclosures to authorities according to local and international laws, including all other legal obligations arising from the requirements of the Foreign Account Tax Compliance Act "FATCA", the Office of Foreign Assets Control "OFAC" and international sanctions laws (EU and US sanctions rules).

54 Credit Registry, Regulators, and Fraud Prevention

The Bank may share the information with the Credit Registry of Kosovo, its auditors, legal advisors, shareholders and official authorities such as the Central Bank of the Republic of Kosovo, who may use them for regulatory purposes, including their role of risk evaluation and supervision of the banking system in the Republic of Kosovo. The Bank shall also disclose information to authorities such as the Financial Information Unit, the police and the TAK if required, as per legal requirements on money laundering and fraud prevention or if required by the applicable law, relevant authorities or by the courts.

55 Orders from Authorities

The Bank may be subject to orders from the authorities such as courts or similar institutions, in accordance with the applicable law in the Republic of Kosovo, by which it may be required to



disclose financial data and/or to execute the right of pledge or to freeze the bank accounts by the tax authorities or courts. The Bank shall not be responsible for actions taken related to such orders, even if the issued orders have errors regarding the applicable law or facts have not been accurately verified or any other liability there under. The Client agrees that the Bank is not responsible and shall not claim anything from the Bank, therefore the Client shall address any of the issues with the respective authorities.

56 Responsibility of the Bank

- 56.1 The Bank, staff and branches will exercise reasonable care and skill in performing the services;
- 56.2 The Bank shall not be responsible for loss, service restrictions, downtime or delays caused beyond its control, i.e. Force Majeure, including, but not limited to electricity, water or other public utility service failures, Internet failure, war, conflict, protests and work disputes, floods, fire, storms, interference by government authorities, major or smaller viruses, hacking (computer piracy) which cannot be detected by standard security software, roadblocks, avalanches, customs waiting time, armed robberies or similar assaults or atypical supply failures or failures of machines or software;
- 56.3 The Bank informs the Client that calculators and other similar tools on the Bank's website are merely for reference purposes and do not mean that the Bank has agreed or agrees to any bank product or loan type, interest or maturity through client calculations made on the Bank web site using any the tools on the Bank website, therefore the Bank shall not be responsible if the Client misunderstand these tools on Bank's website.

57 Client's Obligations

- 57.1 The Client shall be responsible for violation of these General Terms and Conditions, including the cost for client disclosure, notifying and implementing compliance of these terms and requesting any amounts payable;
- 57.2 The Client guarantees to use their accounts for transactions authorized by law and in accordance with applicable laws and regulations will be considered as undertaken by/and for/on behalf of the Client;
- 57.3 The Client confirms that the funds that will be used for transactions in the Client's account are not conducted by or in conjunction with any criminal activity and the Client is the ultimate beneficiary owner, if not the Client shall inform the bank immediately;
- 57.4 The Client agrees to compensate the Bank for any and all losses, costs, claims and expenses arising from the breach of these General Terms and Conditions and any other Additional Conditions;
- 57.5 The Client shall take all measures to reduce or minimize any loss that occurs and shall notify the Bank about errors without delay;
- 57.6 The money the Client deposits into their account must be of legal origin. The Bank may refuse to accept a payment into a Client's account or to the account of another accountholder if the Bank has reasonable suspicion that the money is forged, its origin is illegal, it is product of a criminal activity or it would facilitate a criminal activity, for which the Bank may have to inform the authorities. In the case of error in judgment, the bank or its officers cannot be held liable for any action taken in this regard and the Client agrees to hold the bank and its officers blameless and shall not initiate any claim for such issues;
- 57.7 The Client shall notify the Bank in writing any changes made in time in the formation provided by the Client to the Bank including but not limited to name, surname, telephone, address, marital status, authority/signatory, dismissal of power and the information provided in the Application for opening account Form and other application forms relating to the Bank's products and deliver the



Bank any documents relating to these changes, which may be required by the Bank and are duly and properly issued.

58 Financial Security

58.1 Representations

58.1.1 Neither the Client nor any of its subsidiaries, directors or officers, nor any affiliate, agent or employee of it, has engaged in any activity or conduct which would violate Sanctions or any applicable anti-money laundering and counter-terrorist financing, anti-bribery and anti-corruption laws, regulations or rules.

The Client represents and warrants within their capacity that neither it nor any of its counterparties (including but not limited to its Contractors or Sub-contractors), affiliates or employees will take any action that might cause TEB S.H.A. to be in violation of sanctions, or any applicable anti-money laundering and counter-terrorist financing, anti-bribery and anti-corruption laws, regulations or rules.

58.1.2 Neither the Client, any of its subsidiaries, directors or officers, nor, any affiliate, agent or employee of it is an individual or entity (a "Person"), that is, or is owned or controlled by Persons that are the target of any Sanctions (a "Sanctioned Person") or located, organized or resident in a country or territory that is the subject of Sanctions (a "Sanctioned Country").

58.2 Covenants

58.2.1 The Client shall comply with Sanctions, any applicable anti-money laundering, counter-terrorist financing, anti-bribery and anti-corruption laws (applicable Laws in Kosovo and relevant applicable foreign Laws. e.g. French "Sapin II" Law, the US Foreign Corrupt Practises Act and the UK Bribery Act).

58.2.2 The Client undertakes within its capacity not to provide services, products or otherwise act in a way that would result, directly or indirectly in a violation of Sanctions. It shall not process, support or take any part in any transaction that, directly or indirectly (i) involves a Sanctioned Country, (ii) involves a Sanctioned Person or (iii) that is otherwise prohibited under Sanctions;

58.3 Suspension and Termination rights for Sanctions, anti-money laundering and counter-terrorist financing, anti-bribery and anti-corruption

58.3.1 Without prejudice to this Section, the Client must promptly notify the Bank in writing of any breach by it or its counterparties of Sanctions, applicable anti-money laundering, counter-terrorist financing, anti-bribery and anti-corruption laws, regulations or rules;

58.3.2 TEB S.H.A. shall be entitled to suspend any payments to the Client indefinitely whilst it examines the breach, even if those payments are unrelated to the suspected breach. At the conclusion of its investigations TEB S.H.A. shall either make the payment delayed as a consequence of the suspension or terminate this Agreement in accordance with this Section;

58.3.3 The Client hereby agrees and undertakes to act on their behalf and on their own account and not to act for and on behalf of third parties in any and all accounts opened with the Bank. In case he acts for and on behalf of third parties, the Client hereby agrees to notify the Bank in writing for which account and for whom he acted, as per the PML/CFT Law No. 05/L-096 and CBK Regulation on PML/CFT. Additionally, the Client hereby agrees to immediately notify the Bank in writing the identification details of the real persons or the legal entities' real person signatory or signatories for and on behalf of whom the Client acts;



- 58.3.4 Where the Bank is unable to complete the Client due diligence measures (as of PML/CFT Law No. 05/L-096) of Client, the beneficial owner any business relationship will be terminated or not commenced and any account closed with any property returned to its source;
- 58.3.5 When the bank processes and analyses a transaction that is entrusted to it, the national and international financial sanctions, in particular, but not limited to, European Regulations and American restrictive measures adopted by the Office of Foreign Assets Control (OFAC) are taken into account in this context, the bank reserves its rights not to process an order and to block/freeze the accounts /transactions which is in breach with restrictive measures adopted by a foreign country or may cause prejudice to its reputation.

59 Foreign Account Tax Compliance Act (FATCA)

Explanation on what is FATCA – reporting: The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons or foreign entities under American ownership. The aim of FATCA is to prevent tax evasion by US taxpayers through direct and indirect ownership of offshore (i.e. non-US) financial accounts. Certain payees are exempt from FATCA reporting, details of which can be found on respective forms. More information can be seen on following web page: www.irs.gov. All definitions used in the section related to FATCA shall have the meaning as defined in www.irs.gov or any signed intergovernmental agreement. Money transferred into, and income earned in a U.S. account may be subject to the FATCA reporting requirements. Further, instructions to transfer money to an account within the U.S. is one of the indicators of U.S. status.

The Client (through authorized representative(s) acting on behalf of the entity or organization) is informed that the Bank, being part of the BNPP Group is “Foreign Account Tax Compliance Act Declaration” (FATCA) compliant, and as such the Bank should as standard process, gather and report information on reportable accounts in compliance with respective indicia related to FATCA which determines that certain entity or organization that are specified United States legal entities or US owned foreign entities, and based on the agreement between authorities of respective entities, even if there is no intergovernmental agreement signed between Republic of Kosovo and USA and/or BNPP Group and USA, on reportable accounts and that the bank may have to in some cases even withhold certain amounts of money from Client’s account(s), as may be required accordingly.

The Client (through authorized representative(s) acting on behalf of the entity or organization) understands and agrees that he/she shall disclose all the FATCA related/required information on the entity or organization or its shareholders/owners/co-owners that as such, might be indicated by USA Place of Organization, USA place of incorporation (holding 10% or more of ownership) and fill in any required form at the Bank, owned by IRS (Internal Revenue Service) or, issued by Tax Administration of the Republic of Kosovo, USA or any other relevant authority, so that the Bank and the Client are able to comply with their FATCA obligations. For any joint accounts of entities and or fill in required forms this may end up being reportable accounts as per FATCA requirements.

The Bank reserves the right to close accounts to recalcitrant clients which fail or refuse to comply with FATCA requirements and fail or refuse to submit the relevant information and/or fill in required forms at the Bank, be it issued by the Bank, Republic of Kosova, USA or any other relevant authority, so that the Bank and Client are able to comply with FATCA obligations, and prior to closing the account in some cases even withhold certain amounts of money from Client account(s), as may be required accordingly. Provision of FATCA related information is compulsory and failure to complete provision of the same and filling completely respective forms with accuracy could mean that TEB S.H.A. may not be able to process your application and the bank shall not accept to open new accounts to potential Clients should they be FATCA recalcitrant Clients.



Clients (through authorized representative(s) shareholders owners/co-owners holding more than 10% of ownership acting on behalf of the entity or organization) understand that they should inform the Bank immediately upon any of the shareholders/business owners/co-owners becoming a US citizen, having USA as country of incorporation for the company or any of their sub groups or undertaking any step(s) towards changing of its status related to becoming US citizen by becoming temporary or permanent resident of USA in any way, if Client/any of the shareholders/business owners/co-owners obtains a Tax Identification Number, Social Security Number (of shareholders owners/co-owners of the entity or organization) or Employee ID Number, if Client/any of the shareholders/business owners/co-owners has US Residence address or a US correspondence address, if the Client/ any of the shareholders/business owners/co-owners has any Hold Mail or in Care Mail in US, if a Client/any of the shareholders/business owners/co-owners has a current telephone number of USA, place of birth in USA or standing instructions to transfer funds to an account maintained in US or direction regularly received from US address, or in case the Client/ any of the shareholders/business owners/co-owners has the power of attorney/proxy or signatory authority granted to a person which is US citizen or US person/US legal entity with a US residence address or any other situation or condition that is required to be changed as per current scheme of reporting to FATCA, in these cases and other cases specified in FATCA all the details should be submitted to the bank. The Client is noted that the bank is not required nor it verifies that the provided information by the Client, such as Tax identification number, Employee ID Number or Social Security Number, are correct nor it shall be held responsible and/or accountable where information provided by the Client (through authorized representative(s) shareholders owners/co-owners of the entity or organization) if it is proved to be inaccurate and the bank had no and has no reason to know that such information was inaccurate nor shall the bank be held liable in any way for passing on such information.

The Client (through authorized representative(s) acting on behalf of the entity or organization) shall take the responsibility to inform the Bank representative(s) if they may receive any of the following: U.S. source dividends, interest or other "fixed or determinable annual or periodical gains, profits, and income" (also known as "FDAP" income); and any gross proceeds from the sale of assets that can produce U.S. source dividends or interest.

A foreign entity that is not an FFI (which FATCA refers to as an NFFE), and that is not otherwise exempt from the obligations to report to FATCA will be able to avoid the 30% U.S. withholding tax on withholdable payments only if it provides the name, address and taxpayer identification number of each of its substantial United States owners the Bank does not know or have any reason to know that the information is incorrect; and the Bank shall report that information to the IRS.

The Client of whenever established relation with the bank, will be subject to FATCA reporting requirements by providing the Bank appropriate documentation and will apply to gross proceeds from the disposition of property producing U.S. source interest or dividends or any other investment fund, including private equity funds, based on FATCA criteria unless providing the document/certification to be exempt from obligation under U.S Indicators or does not have substantial U.S owner.

The client shall take the responsibility to inform the Bank representative whether is acting as an intermediary and whether it is a pass through entity under U.S. tax principles, which will usually require a certification from the account holder.

Client declares and agrees that if the Bank receives instructions from any authority or it identifies and determines that an amount that should have been withheld for FATCA purposes from a previous payment made to the account(s) of the client (the entity or organization) has not been withheld (or the amount withheld was too low), the Client (through authorized representative(s) acting on behalf of the entity or organization) authorizes the Bank or any relevant authority to take such action as



may be appropriate to remedy the shortfall, including increasing the withholding from future payments made to the Client (the entity or organization), arranging covering payment from the entity or organization or, if necessary, satisfying the obligation out of property that it holds for the entity or organization. The Client (the entity or organization) undertakes to advise the Bank promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide the Bank with a suitably Self-Declaration at latest within 30 days of such change in circumstances.

Furthermore, the Bank is authorised, as the data controller, that it may process Client information contained in any of the Bank Databases, Forms and Documents in order to comply with its obligation with respect to the fight against tax evasion and FATCA. The requested information is compulsory and failure to complete the present form could mean that the Bank may not be able to process Client applications in some cases. As per FATCA may be required to disclose information to governmental authorities to comply with local and regulatory obligations with respect to the fight against tax evasion. It is noted that as per international tax information exchange agreements and local obligations, the Bank may be obliged to share this information with the tax administration of Kosovo which may then transmit the same to other tax authorities, such as IRS (Internal Revenue Service) or any relevant authority in USA. In accordance with relevant intergovernmental agreement between the Republic of Kosovo and the USA, and the BNP Paribas Group instructions to its entities (including the Bank), the Client (through authorized representative(s) acting on behalf of the entity or organization) has a right of access, rectification and objection that may be exercised by writing to the Bank.

Although the Tax regulations require the Bank to collect certain information about each Client (the entity or organization) tax status, the Clients (through authorized representative(s) acting on behalf of the entity or organization) will have the opportunity to self-certify should there be any exemption situation to do so, which is expected to be documented. By establishing a relationship with the Bank, the Client is deemed to have provided true, correct and complete information with regards to FACTA, and shall submit a new form within 30 days if any certification on respective forms that may occur in above mentioned information or any other information becomes incorrect.

The Client (through authorized representative(s) acting on behalf of the entity or organization) declares that it understands and agrees that the bank and its employees do not provide tax or legal advice whereas any information that may be provided by the bank and/or its employees/representatives may not constitute or be used as an advice or relied upon for purpose of tax reporting or avoidance by the Client, therefore the Client should refer to a qualified legal, tax and accounting advice.

60 UBO (Ultimate Beneficial Owner)

The Law on the Prevention of Money Laundering and Counter Terrorist Financing requires banks to conduct a series of tasks for identification of the Client. Such requirement consists in the identification of the Ultimate Beneficial Owner (UBO) of their Clients. Any owner or authorised representative of a legal entity that opens an account in the Bank must fill in and sign a form which designates the Client's UBO, thus making the identification of ultimate owners more easy, however, even if owner or authorised representative are not the beneficial owners of such business, the owner must nevertheless be identified and entered into the form;

Any shareholder who directly or indirectly owns 25% or the equivalent, shall be declared as Ultimate Beneficial Owner of the legal entity.



61 Complaints or Comments

In accordance with applicable laws and regulations in Kosovo, the Client has the right and is aware that if not satisfied with the services provided by the Bank, to file a complaint with the Customer Care Department, which operates within the Bank. Complaints may be made by telephone on +383 (0) 038 230 000, via email kujdesiklienteve@teb-kos.com or customer.care@teb-kos.com, through complaint boxes available in all branches of TEB S.H.A., through mailing address at Prec no no., KM7 main road Prishtina - Ferizaj, Gracanica 10500, Republic of Kosova Str. No. or personally at any of the Bank's branches.

62 Bank proposals to the Client

For the benefit to the Client, the bank may propose a new credit facility or amendment to the outstanding credit facilities of the Client based on the (creditworthiness) assessment of the Bank. Herewith, the Client agrees to receive such proposals, nevertheless, extending a proposal by the Bank and receiving the proposal by the Client does not constitute an agreement per se. In all circumstances, a new credit facility is not issued without a signed bilateral agreement, while the limit of outstanding credit facility amended by the Additional Terms. This does not apply to the increase of Credit Card Limits, which are regulated by Section VI.

63 Transferring of rights, applicable law, and acceptance of terms

- 63.1 The Bank may wholly or partially transfer its rights or obligations under this Agreement, to any third party in which case it shall inform the client. Outsourcing of a service or part thereof (including the collection of debts or submission of card) to a third party service provider does not require a notice to the Client;
- 63.2 These General Terms and Conditions do not remove or waive any right of the Bank in accordance with the applicable laws and regulations;
- 63.3 These General Terms and Conditions shall be governed by applicable laws and regulations in the Republic of Kosovo and will be subject to jurisdiction of a competent court within the Republic of Kosovo;
- 63.4 The General Terms and Conditions on Bank accounts are binding for both parties. By signing the Application Form for opening an account, the Client accepts the General Terms and Conditions and declares that the Client is informed and agrees with the Bank's decision on interest, fees and commissions and other general conditions of the bank.

64 Dispute resolution

- 64.1 All notices and communications to the Bank by the Client in case of a dispute, shall be delivered via mail to the address of the Bank;
- 64.2 All notices and communications to the Client by the Bank in case of a dispute, shall be delivered via mail to the address of the Client or to the Client's registered e-mail address;
- 64.3 These General Terms and Conditions shall be governed and be understood in accordance with the laws/regulations in force in the Republic Kosovo and all disputes between the parties which cannot be resolved by mutual agreement shall be settled in the relevant Courts of Kosovo, unless agreed otherwise in Additional Conditions.
- 64.4 Invalidity, illegality or the fact that one or more terms of this agreement are irrevocable does not affect the validity of other parts of the agreement.



65 Changes to such Terms and Conditions

- 65.1 The Bank may make changes to these General Terms and Conditions (including price lists related to fees referred to in these Terms and Conditions, etc.) and changes to its services from time to time, at any time, for which it will inform the Client accordingly. Changes are usually caused by changes that affect the Bank's ability to provide services under the same conditions or Client service delivery costs or as a result of changes in legal requirements or for any of the internal business policies and procedures;
- 65.2 Clients shall be notified through one or more of the following ways: Direct communication in writing (by mail or in electronic form) - notice of Bank Account Statements - notice in bank branches and, if necessary, by notification through the media.
- 65.3 If a part of these Terms and Conditions and of the Additional Conditions is unenforceable due to a requirement by law or otherwise, that shall not affect the rest of the Terms and Conditions which remain effective.
- 65.4 The Terms and Conditions and the Additional Conditions, as amended from time to time, are applicable during the business relationship and, when appropriate, part of them may be extended even after the business relationship has ceased or is terminated.
- 65.5 The Bank may amend these Terms and conditions and Additional Conditions at any time, at its own discretion, in order to take into account, the amendments to the applicable legislative and regulatory regulations, or changes in its business policies. Any such change shall be brought to the Client's attention at least 30 days prior to the date of entry into force; nevertheless, a shorter notification period may be imposed by law or regulatory requirements, other authorities such as courts, correspondent banks or partners, the CBK or other circumstances beyond the Bank's control. If the Client issues a notice or objection to the amendments in accordance to this paragraph, the business relationship shall be terminated.

X. TERMINATION OF THE BANKING RELATIONSHIP

66 Termination of Banking Relationship and Termination of the General Terms and Conditions for Individual Banking Relationship

- 66.1 Termination of banking relationship between the Bank and the Client, as well as the closure of the account(s) can be performed by the Bank at any time without having to give any explanation or justification with a 30 days' notice;
- 66.2 However, such relationship may be terminated by the Client of the Bank at any time provided that the Client fully repays any obligations to the Bank, unless otherwise provided in agreements on credit products (for the periods specified therein);
- 66.3 The Bank may terminate the relationship with the Client in case the Client has not appeared/went to the nearest branch for performing / completing the process Know Your Client, on a periodic basis / at the bank's request.
- 66.4 If the Client's name on the list of the Office of Foreign Assets Control of the Treasury Department of the United States and/or Client's name is added to any other list of a similar nature issued by similar bodies at any time while he/she is client of the Bank, the Bank reserves the right to immediately terminate the agreement with the Client, without prior notice. This may imply that all the Client's accounts will be closed immediately and/or any other liabilities the Client may have towards the Bank must be repaid immediately.





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