

# netBanking

## Terms and Conditions

### 1. Introduction

These Terms and Conditions of Sparkasse Bank dd (hereinafter: the Bank) govern rights, obligations and conditions pertaining to the use of the netBanking service, accessible through the global electronic network, the Internet.

NetBanking service (hereinafter: the service) is aimed at domestic and foreign private persons that have current account with the Bank.

Member of this service may be the owner of the current account, i.e. the primary member of this service, or joint member, authorized by the primary member.

#### Meaning of words and expressions in these Terms and Conditions:

- Service member – private person using the netBanking service (primary member and/or joint member);
- Primary member – domestic or foreign private person with an account with the Bank;
- Joint member – private person authorized by the primary member to use the service at the expense of the primary member's account;
- Token generator – identification device that enables you safe access to netBanking;
- PIN – personal identification number – code disabling unauthorized use of token generators;
- Payment order – electronic order to the Bank with the successfully identified member ordering completion of a banking service. Such order has the same value as hand signed payment order.
- FAT member – enabled offline work and transfer of orders to other programs;
- THIN member – enabled only online work and disabled transfer of orders;
- Accounts – current accounts.

### 2. Approval of access to netBanking

To be allowed access to the service, primary member shall fill out and sign the Application form and file its original copy with the Bank.

Based on filled and signed Application form, the Bank shall check the data and, if the conditions are met, approve use of the service, upon signing of the Agreement on the Use of netBanking Service.

If the owner of the current account, i.e. the primary service member, wishes to authorize joint member, such joint member also has the obligation to fill out and sign the Application Form and the Agreement on the Use of netBanking Service, at the office of the Bank, witnessed by the primary member and with the signature of the primary member confirming approval of such operation.

Fee for transactions completed by such joint member shall be accounted at the expense of the primary member's account.

The Bank has the right to deny access to the service to all current account owners without additional explanations.

### 3. Payment order completion conditions

Successfully identified service member transfers to the Bank requests and orders and data necessary for the completion of banking operations, i.e. payment order.

The Bank shall execute such payment order only when all the conditions for its execution are met in line with relevant laws and internal documents of the Bank.

A payment order is considered taken over by the Bank when it is entered into the Bank's information system and when the Bank confirms its receipt by unique transaction number.

In case that it is not possible to execute a payment order, such order shall be rejected by the Bank.

A payment order shall be execute within the given timeframe and in line with relevant regulations and business policies of the Bank.

### 4. Member's obligations

The Agreement on the Use of netBanking Service signed by the service member implies the member's obligation to adhere to these Terms and Conditions and NetBanking Instructions, as well as the Agreement itself and relevant laws.

The service member shall keep token generator, password and PIN code in a safe place and shall not share them with another person. If the service member suspects or finds out that their password was used by another person, the service member can change such password at any moment (as described in the NetBanking Instructions).

Token generators are property of the Bank, and in case it is lost or service is canceled, service members shall return token generators or repay the value of a replacement token generator as defined in the Tariff.

For any additional information, service members can contact user support unit at: 033 280 292 or netbanking@sparkasse.ba, from 8.00 AM to 5.00 PM.

The payment orders issued by the service members shall not exceed the assets available on the account of the primary member and be in line with the Agreement between the service members and the Bank.

Primary service member shall cove all service related expenses according to the current Service Fee Tariffs for operations with private persons, small and medium enterprises.

Service members shall not use netBanking service to complete payments which would be impossible without presenting certain documentation if they were completed at the Bank.

In case a service member breaches provisions given herein, they shall be kept liable for any related damage.

Service members shall report loss or theft of identification devices to the Bank during office hours, 8.00 AM to 5.00 PM on 033 280 292.

The Bank shall not be held liable for the damage that occurred before the loss or theft was reported. The Bank shall charge all costs of the issuance of a new token generator according to the

current Fee Tariff and its possible amendments. Service members shall be held liable for the damage that occurs as a result of inappropriate handling.

#### 4.1. Identity theft

Service members shall keep their identification data confidential and not share personal information with persons they do not know.

Service members shall not answer to email messages asking for confidential data, as the Bank shall not ask for information update via email.

#### 5. Bank's obligations

The Bank executes payment orders in line with the Terms and Conditions and with relevant laws and internal documents of the Bank.

In case a payment order is not executed due to an error on the member's part, the Bank shall not be held liable.

All actions of service members shall be recorded electronically. Electronic records of such actions are filed with the Bank in line with relevant laws and internal documents of the Bank.

The Bank shall not be held liable for any disturbances and disruptions in the telecommunication network and access to netBanking system, or damage caused therein, regardless of the cause.

The Bank may temporarily block access to netBanking service in case that the primary service member fails to pay accrued payables to the Bank, as well as in case of reasonable doubt of manipulation, or in case of breach of the Agreement on the Use of netBanking Service and/or Terms and Conditions, with written notification to the service member.

#### 6. Service fees

The bank shall charge the costs of netBanking services in line with the current Fee Tariffs to the bank account of the primary service member.

Monthly membership fee for the services is charged automatically to the current account of the primary service member or, if the funds available therein are not sufficient to cover for the membership fee, gyro account, or any other accounts that the primary service member has with the Bank.

Fee for the executed transactions is accounted and charged to the account of the primary service member at the moment of the execution of related transaction.

Payment orders cannot be executed if the funds available on the account are not sufficient to cover the amount in the payment order and the related fee.

In case that the primary service member does not provide funds on the account sufficient to cover all payables, at maturity the Bank may cancel the Agreement on the Use of netBanking Service, and collect debts in line with the Agreement.

#### 7. Cancellation of netBanking services

NetBanking services may be cancelled upon request of the primary service member for both themselves and joint members, or upon request of the joint service member for themselves. In order to cancel the services, it is necessary to fill out the Statement on the Cancellation of the Use of netBanking Services, return token generator to the Bank and cover accrued debt, expenses and fees in line with the Fee Tariff. In case that a service member does not return the token generator, the Bank may charge the value of additional token generator in line with the Fee Tariffs from any account that the member has with the Bank, or request payment by the means of court.

The Bank shall cancel netBanking services in case that member's actions breach Terms and Conditions or Agreement on the Use of netBanking Service or relevant laws, and in such case the member has the obligation to return the token generator.

Cancellation requested by the members is on power at the date when the Statement on the Cancellation of the Use of netBanking Services is submitted to the Bank. If, for justified reasons, service is canceled by the Bank, the Bank shall inform the member by registered mail to the last known address deeming the member duly informed.

#### 8. Personal data

Service members hereby authorize the Bank to keep their personal data in its database. The Bank shall disable unauthorized access to members' personal data and shall not use any of the data in purposes other than the one described herein.

Data on operations through netBanking system are considered confidential and can be revealed to third persons only if so defined by the law.

Having read these Terms and Conditions, members allow the Bank to reveal confidential information if so requested by the law.

#### 9. Minimum technical conditions for netBanking services

Service members shall have minimum technical conditions for this service, which is a computer with Windows 2000 or Windows XP, 56 Kbps internet access, Flash Player version 10, Mozilla Firefox 3.0 or newer, Internet Explorer 6.0 or newer.

#### 10. Final provisions

By signing the Application Form, service members confirm acceptance of Terms and Conditions for the use of netBanking services, as well as other documents of the Bank regulating rendering of this service, with all future amendments. The Bank shall inform members on all amendments of relevant documents. If the Bank approves use of this service to the applicant signed below, an Agreement on the Use of netBanking Service will be signed, regulating all other rights and obligations related to netBanking services.