



GENERAL CONDITIONS FOR INDIVIDUAL BANKING SERVICES

GENERAL CONDITIONS FOR INDIVIDUAL BANKING SERVICES - KPSHBI/GCIBS 001

GENERAL CONDITIONS

- 1.1. Clients agree that upon acceptance of the general conditions for individual banking services for all its services obtained in the Bank for the purposes of this Contract, will be treated in accordance to its conditions that the client hall have no right to object to them.
- 1.2. The bank will not change the content of the Agreement / Contract of a product or service signed by the client, except for parts which are permitted to be amended by the legislation in force and with the agreement between the parties, but only with prior notice in writing, individually of each client which is subject to such change. Notification should be submitted at least one (1) month before such a change becomes effective and must contain accurate and complete information, and must be presented in a form understandable to the client.
- 1.3. The Bank has the right to change the content of the Agreement/Contract in the future and for any change of the conditions the client will be informed (1) month in advance, through the publication of its price list notifying the customer through the mailbox on our e-Banking or SMS or email platform (electronic post), post or other forms suitable for notification, by posting a notice in one of the Kosovo newspapers and/or on our website www.bkt-ks.com, and/or in our bank branches and/or notifying you personally as it is practice can be by email, or by other appropriate methods depending on the information contained in the notice. If the Client does not object in writing within 30 days to the changes, then they will be considered accepted by him.
- 1.4. Clients accept and do not dispute that in his/her personal mobile number, electronic post (e-mail), mailing address declared by them in the Bank with the Contract for individual banking services or subsequently as notice of changes, receive various notices from the Bank as appropriate, for issues related with their relations as a client with the Bank.
- 1.5. The Client accepts and undertakes to submit to the Bank all documents that may be required by the Bank related to the services required by him/her. The Bank has the right to consider terminating the contractual relationship with the existing client if the requirements of the applicable law on preventing money laundering and combating terrorist financing are not met.
- 1.6. The Bank is responsible for maintaining the confidentiality of all personal data and those relating to the Client's accounts or contracts with the Bank, except in cases where the authorities which have recognized this competence are required by law to seek information and control, including, where applicable, legal disclosures related to the application of the Foreign Account Tax Compliance Act (English including, where applicable, legal disclosures related to the application of the Foreign Account Tax Compliance Act "FATCA").
- 1.7. In accordance with primary and secondary legislation regulating banking business, the client states that it has been informed by BKT has understood and accepted the current percentage of interest rates applicable by the Bank, methods of calculating these interests, conditions when interest rates change as well securing monetary accounts according to the provisions of the Law Amending the Law No. 03-L-216 on the Establishment of a Deposit Insurance System for Financial Institutions in Kosovo.
- 1.8. Client, for the purpose of contact throughout his relationship with the Bank, will provide his mobile number, electronic mail (e-mail) and the postal address in use. In any case of change of contact numbers and / or addresses, the Client is responsible for informing the Bank in writing or by any means deemed safe by the Bank.
- 1.9. The Client's relationship with the Bank ends when the Client has paid all of its liabilities to the Bank and has closed all its services in the Bank, used by accepting the general terms and conditions for individual banking services.
- **1.10.** The Client acknowledges that in the event of potential conflicts over the general terms or services it includes Bank documents and data will be valuable conflict resolution evidence.
- **1.11.** The Bank has the right to withhold taxes on any amount of interest payable or credited based on the percentage set by the Government or other administrative institutions, in accordance with the laws and regulations in force in the Republic of Kosovo.
- 1.12. When the client has one or more accounts with debit / credit balances in the Bank, by accepting the general conditions for individual banking services irrevocably authorizes the Bank to debit at its discretion without prior notice, one of the registrants with the amount of default and / or delayed assignment.

2. INSURANCE OF ACCOUNT DEPOSITS

- **2.1 Banka Kombëtare Tregtare** is a member of the Kosovo Deposit Insurance Fund (FSDK) therefore the deposits / accounts placed with the Bank are secured and compensated by this Fund, in case the Bank is put into liquidation.
- 2.2 This compensation amounts to EUR 5,000 per client / depositor. This means that all customer deposits / accounts are merged and all overdue liabilities >=1 day are deducted to calculate the compensation limit. If for example a depositor has a term deposit of EUR 20,000, and a current account 6,500 EUR and has an overdue liability >=1 day in amount of 21,000 EUR, the client will be reimbursed EUR 5,000, the manner of

compensation and calculation of the amount of compensation shall be in full accordance with the provisions of the applicable Law on Establishment of the Deposit Insurance System of Financial Institutions in Kosovo.

- 2.3. In the case of joint deposits, the amount of the deposit secured in equal shares and divided. The limit of EUR 5,000 applies to each depositor, for the calculated amount of its deposit.
- 2.4. All deposits which are in foreign currency USD, GBP, CHF, ALL, TL, XAU (are reflected as XGU- that means gold grams) all are converted in EUR with the official exchange rate of the European Central Bank, on the day the bank goes into liquidation.
- **2.5.** In General, all depositors are individuals and legal persons are protected by the Kosovo Deposit Insurance Fund. All exceptions from this protection are set by law "for insurance of the deposits", and can be found in the official page of FSDK: www.fsdk.org.
- 2.6. Kosovo Deposit Insurance Fund Street "Pashko Vasa" N. No. Floor I, Lagjja "Qyteza Pejton", 10000, Prishtina, Kosovo, E-mail: info@fsdk.org, Tel:+383 (0) 38 610 355; +383 38 610 356; Fax +383 38 610 357 222 505, Official page www.fsdk.org, it is responsible for completion of the compensation process within 39 days, in case of revocation of license and closure of the bank by the Central Bank of Republic of Kosovo (BQK). If there will not be compensation within this deadline, you must contact Kosovo Deposit Insurance Fund.

3. CURRENT AND SAVINGS ACCOUNT

3.1. Opening conditions and use of the account

3.1.1. In accordance to the general conditions for individual bank services, Bank opens current account in currency EUR, USD, CHF, GBP, ALL, TL and XAU (XGU) and saving account in currencies as specified by the official price list, offering the client possibility to complete at any moment bank actions as: Deposits, withdrawals and/or other services linked to the bank account.

3.2. Specific Conditions applied to Account in gold currency

- 3.2.1 In this document and all other documents related to the account in gold currency the acronyms XAU and XGU represent gold grams.
- 3.2.2 The Bank will operate in gold currency in the current account displaying transactions in the account balance in grams of gold.
- 3.2.3. The current account in XAU (gold grams) is an account from which the client cannot benefit interest.
- 3.2.4. The current account in XAU (gold grams) can be used by the client for currency conversion and transfer within the bank, but in no way to make withdrawals, outgoing transfers with other banks or debit card withdrawals.
- 3.2.5 The account maintenance commission will be disclosed in the applicable Working Conditions / Pricelist published on the bank's website.
- 3.2.6 The currency XAU (gold grams) is convertible for purchase and sale in all other currencies that the Bank operates and at any time.
- 3.2.7 The client agrees that withdrawal (after conversion) from current account in gold can be made in EUR any time, while in other currencies depending on the availability in that currency. For currencies other than EUR, the customer is obliged to notify the Bank in written at least one business day in advance.
- 3.2.8 The Client agrees to deposit in his / her current account non-physical gold purchased from the gold markets that the bank considers safe;
- 3.2.9 The Client agrees that he/she does not require to deposit / withdraw physical gold in his / her account until the bank provides this service;
- 3.2.10 The Client agrees that the reference price for gold will be as per Bloomberg or Reuters publication at the time of purchase or sale (in case of withdrawal from the account in gold);
- 3.2.11 Non-physical gold means gold with 100% purity, the customer is aware that the price of gold is variable at any time and out of the bank's control. The client does not ask the bank for compensation in case the value of gold in the market has decreased and at the same time the client does not share the profits with the bank in case the price of gold in the market has increased;

3.3 General Conditions of Current and Savings Accounts

3.3.1 Current Account

3.3.2 The current account enables customers to perform all banking transactions and provides them with access to their funds via debit card. This account offers no interest on the balance kept with the bank. The current account is a basic product in establishing the client's relationship with the bank, enabling the performance of various financial operations, the realization of various requests and needs which are related to this account. BKT offers the current account for all categories of clients and in different currencies defined by Terms and Conditions / Pricelists.

3.4 Saving Account

3.4.1. The savings account enables collection of free funds that the client keeps in the bank and does not intend to use them in the short term, this account is provided in order to save funds and benefit from the interest paid by the bank.

3.5 Standard Saving Account

3.5.1. Savings accounts are accounts that offer interest and can be used by the client for deposits, unlimited withdrawals, acceptance of incoming transfers, crediting through Automatic Orders, but cannot be used to process payments, outgoing transfers, credit disbursement, connection or payment of Credit / Debit Card or debit through Automatic Orders. To open a savings account, the client must open a current account in advance (except for the savings account for children) and has the right to deposit funds in the savings account which is separate from current accounts. Deposit to the savings account can be in various forms, cash deposit, transfer from the client account, transfer from third parties or deposit by periodic order.

3.6. "Pika" Saving Account

- 3.6.1. Savings accounts are accounts that offer interest and can be used by the client for deposits, unlimited withdrawals, acceptance of incoming transfers, crediting through Automatic Orders, but cannot be used to process payments, outgoing transfers, credit disbursement, connection or payment of Credit / Debit Card or debit through Automatic Orders. To open a savings account, the client must open a current account in advance (except for the savings account for children) and has the right to deposit funds in the savings account which is separate from current accounts. Deposit to the savings account can be in various forms, cash deposit, transfer from the client account, transfer from third parties or deposit by periodic order
- 3.6.2. The Bank offers the savings account "Pika" as a special product for all categories of customers Individuals (adults and children) and Businesses. This savings account is offered with the condition that the account balance has a specific value which is determined by the applicable Terms and Conditions and the Pricelist of the bank, and may change time after time. The "Pika" Savings Account calculates interest only on the minimum value determined by the Terms and conditions and bank's Pricelist, while for accounts with a balance lower than the one disclosed on the official pricelist, it will not calculate interest.

3.7 General Conditions

- **3.7.1** Client agree that bank reserves the right of change of interest rate and other conditions., and for any change of the conditions client will be informed in advance (1) month through the publication of its pricelist notifying the customer through the mailbox on our e-Banking or SMS or email platform (electronic mail) or mail of other suitable forms for notification, by posting a notice in one of the Kosovo newspapers and/or on our internet page: www.bkt-ks.com and/or in our bank branches and / or notifying clients in person as it may be practice by email, or other suitable methods depending on information that will contain the notification. Annual norm of interest and effective norm of interest for savings account is disclosed in the official price list of the bank which is attached to the general conditions for individual banking services.
- **3.7.2** If the client has an obligation toward the bank, as a result of lending / bail relationships, bank reserves the right to freeze the payment of the balance and interest on the account when is applicable. In this case the Bank has the right to request the issuance of an enforcement order by the Court or the Private executor, in accordance to the procedure foreseen by law due to the obligation of the debtor client. At the same time, the Bank, in compliance with the laws in force, has the right to impose blockages, conservative or executive confiscations on this account, based on the order of the authorities that have been recognized by this law.
- **3.7.3** Bank is entitled to restrict access to the client's bank account without prior notification, restricting partial or full access to the account in the following cases:
- a) Client violates any of the conditions of this Contract;
- b) if the account lockdown is required by law or by the court, private executor, KTA, or any other authorized institution;
- c) if your account respectively offered services are not used for a certain time that the bank deems reasonable, your account will be inactive and in this case your account can be used for lending purposes only, whereas for debit purposes the account may be used after you have been previously presented to the Bank branch.
- 3.7.4. Bank is entitled not to offer services and its products, or terminate relationships with an existing client in the following cases.

In case of termination of relationship, client will be notified by bank previously in writing at least 15 days.

a) If suspect that the client has provided false information;

- b) it is reasonably suspected that the client's account is being used for illegal purposes or to facilitate crime;
- c) the client behaves threateningly or violently towards the bank staff;
- d) trusted that is necessary to be protected bank or group from material losses or costs that are not from the bank's error;
- e) if the bank's reputation is adversely affected;
- f) in all cases where bank evaluates that actions of the client are in conflict with the bank's internal policies and procedures and in the cases when from the perspective of the business evaluated it is considered reasonable not to provide banking services and to close the client's account due to non-payment of account fees or the balance has been reduced to such an extent that it is not even sufficient for maintenance fees.
- **3.7.5** If the client's name is listed by the Treasury Department's Foreign Assets Control Office of USA and/or his name in meantime is placed on such a list (or on any other similar list) while the client is bank's client, Bank reserves the right to terminate the relationship immediately, without notification. This means that all accounts of the client will be immediately closed and/or any obligation which the client may have towards the bank you must pay off immediately.
- **3.7.6** The account can also be closed by the client with the request in writing where should be mentioned also and reasons of close, except in specific cases where this requirement cannot be met due to limitations placed by the law authorities or other circumstances which that prevent the account from being closed.
- **3.7.7** Upon closing the account, regardless the reason for closing this account, or termination of services the client will pay off any debt they may owe to the bank and notify third parties with whom has an agreement in relation to the accounts. Bank does not hold any responsibility for possible losses that can be caused from closing the account and it's up to the customer to find a solution.
- **3.7.8** Bank in compliance with the legal obligation secures the accounts and deposits of the Clients the Kosovo Deposit Insurance Fund, in the form and measure stipulated by law into force, referring to the session III of the general conditions for individual banking services.
- 3.7.9Client can get information on performed actions in his/her accounts through the bank statement which can be taken with his/her request in the branch or through other channels of the bank, as Branch Internet, ATM, e-mail, etc. The Client agrees that in the event of a claim regarding the withdrawal of the account balance (statement) to take one of the above channels, will be considered data and actions of the account in the bank system.
- 3.7.10 The bank undertakes to fulfill payment orders from the account, with amounts that not exceeding the balance of the current account.
- **3.7.11** If there is not any action performed in the account by the client or by third parties for a period of time of 1 (one) year, the account will pass into a passive state (dormant). The bank reserves the right to close the passive account with balance 0 (zero).
- **3.7.12** Client agree commencing from the date of signature/notification of the general conditions for individual bank services, all his/her accounts in the bank will be the subject of those conditions into force.

3.8 Calculation of interest and commission

3.8.1 The Bank applies interest on the account according to the Terms and Conditions and the Pricelist of the bank published on the official website www.bkt-ks.com, as well as in its branches. The Effective Interest Rate will be calculated as per the method set out in the Regulation on the effective interest rate and disclosure requirements. As the nominal interest rate can be changed by the Bank, the Effective Interest Rate is not disclosed in this document but only in the official price list of the bank which is disclosed and accessible for the public any time.

Pursuant to the terms of the tax legislation of the Republic of Kosovo, the Bank is obliged to withhold tax on income from interest credited on the Client saving account (of any kind) The bank will withhold 10% tax approved by law and applicable at the time of payment.

The Bank applies commissions to the account according to the Terms and Conditions and the pricelist in force published on the official website www.bkt-ks.com as well as in its branches, for the change of which the client will be informed as foreseen in the General Terms and Conditions for individual banking.

3.9 Interest Calculation-Standard Saving Account

3.9.1. When interest is applicable, it is calculated on a daily balance. Way of calculation of the interest is: "daily balance x annual rate/365 (or 366 for leap years"). Interest calculated during the year will be added to the account balance on 31 December every year or on the account closing date if the account is closed.

3.9.2. The bank offers Standard Saving Account for Children, if the Interest if offered, it is calculated until the client turns 18, after this age the bank does not apply interest for saving account for children and client is obliged to close saving account. The client has the choice to open an adults savings account and transfer all funds to the new account. The Bank does not hold any responsibility for non-application of interest for the account of children after the age of 18.

3.10 Interest Calculation on "Pika" Saving Account

- 3.10.1 when Interest is applicable, it is calculated on a daily balance. Way of calculation of the interest is: "daily balance x annual rate/365 (or 366 for leap years"). Interest calculated during the day will be added to the account balance each end of day, will reflect in the account on the next start of the day.
- 3.10.2 The bank offers "Pika" Saving Account for Children. If Interest is offered, it is calculated until the client turns 18, after this age the bank does not apply interest for "Pika" saving account for children and client is obliged to close saving account. The client has the choice to open an adults "Pika" savings account and transfer all funds to the new account. The Bank does not hold any responsibility for non-application of interest for the account of children after the age of 18.

4. OVERDRAFT

4.1. Opening the limit of Overdraft:

- a) Bank accepts to open Overdraft Limit/Customer Bank Advance, in accordance to the current practices of the bank, which will be used for the personal needs of the client.
- b) Overdraft Limit will be given for client which has a salary account in the bank. The amount of the Overdraft Limit is calculated as a multiple of the Client's monthly salary. This limit will be granted to the Client in the payroll account and his use will create a debit balance on this account.
- c) Client is entitled to ask for change of the Overdraft Limit in writing at the Bank.
- d) In case of change of Overdraft Limit is necessary signing an additional contract.
- e) Decision for the approval or not of the client's request for changing the terms of the Overdraft remain the right of the bank.

4.2. Maturity of Overdraft

- a) The employer continues the salary switching relationship with BKT, and salary of the client will be paid through that, and;
- b) Client continues the employment with the same employer, from which he was employed at the moment of application for Overdraft.
- c) If one of the above conditions not fulfilled or amended, then all obligations of the client (debit surplus and accumulated interest) should be paid without any special notification of the Bank.

4.3. Interest of the Overdraft and its repayment

4.3.1. Client will pay to the Bank: a) The outstanding part of the principal consisting of the Overdraft limit, b) Interest that comes from the use of the Overdraft Limit, starting from the day of first withdrawal until the moment of repayment when the Overdraft limit is totally liquidated and deposited in the Bank. Interest will be calculated on the overdraft used principal for how many days this account has been in negative balance and will be paid at the end of each month. Formula of calculation of the interest is as follows:

 $Interest = (Debit \ surplus) \ x \ (Annual \ Interest \ Rate) \ /100 \ x \ (No. \ of \ used \ days) / \ 365 \ or \ 366 \ for \ the \ leap \ years.$

- **4.3.2.** Interest rate is disclosed in the bank price list.
- **4.3.3.** Client is aware and accept the fact that in case of use of the Overdraft Limit, any credit to his salary account will go for the liquidation of obligations in the following order:
- a) Commissions, expenses and interest thereon;
- b) indemnification as a result of taxes levied and interest thereon;
- c) interest by order: interest on delays of loans, contractual interest;
- d) amount of principal.

- **4.3.4.** Clients are aware and accept the fact that the bank is entitled debit the Client's payroll account for the amount of interest matured each month, and in cases where the account balance is insufficient.
- 4.3.5. Effective Interest Rate (EIR) expresses the total of the expenses for Overdraft and is calculated on the assumption that:
- a) Contract of Overdraft is valid for the period agreed and parties fulfill its obligations in accordance to the conditions and date agreed in this Contract and the percentage of interest and other expenses included in the calculation of EIR remain unchanged during all period of time when the Overdraft Limit is Open.

Right and obligations of the Client

- **4.3.6.** The Client has the right to debit the Salary Account up to the Overdraft limit approved by the Bank and for which he will pay interest in accordance to the conditions set in the general conditions for individual banking services and Overdraft Contract.
- 4.3.7. To notify in writing the Bank for any eventual change in the personal status, professional and financial within 10 working days.

4.4. Right and obligations of the Bank

- 4.4.1. Bank will offer to client the Overdraft Limit in accordance to the conditions for individual banking services.
- 4.4.2. The Bank has the right to debit the Customer's salary account for payment of interest delays, monthly interest and principal
- **4.4.3.** The Bank has the right to debit the Customer's salary account payment of interest for the delay, monthly interest and principal. Bank is entitled in cases where the Client fails to meet the overdraft payment obligation, interests and delays of the interest, to debit with its own initiative current accounts or any deposit that client has in the Bank in the value of unpaid obligation and if at the time of delay in fulfilling the obligation the client has a negative account balance, Bank has the right to block the account to the extent of the customer's obligation to the Bank

4.5. Overdraft Closure

- **4.5.1**. The Overdraft Contract ends with the termination of the Contract by the parties once all contractual obligations have been met by the client.
- 4.5.2. Overdraft Limit will be closed within 1 (one) month from the day that bank is notified for:
- **4.5.3.** Termination of Contract of salaries through the bank by the Employer:
- $\textbf{4.5.4.} \ \mathsf{Termination} \ \mathsf{of} \ \mathsf{the} \ \mathsf{employment}.$
- **4.5.5.** or if there is no prior notification for one of the above cases (a) and (b), 3 (three) months from the date of the last payment crediting to the Client's account. In this case the client agree to pay all obligations within the deadline.
- **4.5.6.** Bank is entitled at any time that considers this loan risky, without giving any justification to close the Overdraft Account and client for payment which results in his account, within two weeks.
- 4.5.7. Client can ask at any time closure of Overdraft in writing having settled all obligations arising from the use of Overdraft.
- **4.5.8.** This Overdraft Contract and any addition or change in relation to it grants the Bank the right to execute all the powers deriving from this Contract.

5. Credit Card

5.1. Initial conditions

- **5.1.1.** Credit Card MasterCard/Visa issued by Bank will be the subject of Labour Conditions of the Bank.
- **5.1.2.** Based on the applicable laws in Kosovo, Regulations of the Central Bank of Kosovo and in accordance to the applicable rules for Master Card/Visa, signing the general conditions for individual banking services, holder of the card declare that read and understood conditions of the Bank for cards and takes over that will agree with them.
- **5.1.3.**The bank has the right to change the terms of the cards in the future by informing the Cardholder in advance of these changes via SMS notification, e-mail as well in the official page of internet www.bkt-ks and in the bank branches. If holder of the card does not oppose conditions in writing within 30 days than changes will be considered accepted by him.

- **5.1.4.** Card belong and remain property of the National Commercial Bank, holder of the card is not allowed to transfer that to the others, or to give it for use, as well is obliged to return card to the bank if required.
- **5.1.5.** After the card expires, holder return the card within the deadline set of 30 days.
- **5.1.6.** For payments/withdrawals that are not done in euro but other currency in ATM/POS/Online it is applied the exchange rate of that day (the day of the transaction).
- **5.1.7.** Application of the commissions and expenses connected with the realization of the transactions but not only those disclosed in the price list of the Bank.

5.2. Issuing of the Card

- **5.2.1**. If application for card will be approved from the bank, the latter opens a credit line and notifies holder of the card for the amount at the moment the card is delivered.
- **5.2.2.** Holder of the card should take personally card and respective PIN number. If card will not be taken by the client within a period of time set by the bank, bank has the right to destroy it.
- **5.2.3.** Upon receiving the card, holder of the card should sign immediately the card to make sure the comparative basis of signature in case of objections.
- **5.2.4.** Client will be equipped with PIN number which contains 4 figures through the SMS, if does not accept the 4-digit number (PIN) within 24 hours, or if forget it or lose the PIN should visit the nearest branch or to contact in +383 (0) 38 666-666 or +383 (0) 38 222-988. Sometimes we can issue PIN replacement, but in other cases we should release a new card. Can be ask the payment for change of the card or PIN and need to follow up procedures for obtaining a new card.
- 5.2.5. Client can change PIN number through the ATM Terminal, with new PIN for which only he knows.

5.3. Use of the Card

- **5.3.1.** Holder of the Card can use the card for purchase to all traders and online that accept cards and logo that holds the card, as well cash withdrawal from ATM of the licensed institutions for this purpose or e-banking in the territory of Republic of Kosovo and abroad.
- **5.3.2.** All transactions completed through the card in the terminals POS/EFTPOS (Electronic Fund Transfer Point Sale) and ATM in which the card is present physically, as well through the internet, telephone and other electronic means of communication will be considered use of card.
- **5.3.3.** During the use of the card to make a payment of purchase (goods or benefited services) through the POS, in case required by the dealer, holder of the card is obliged to prove its identity.
- 5.3.4. Order given by the holder of the card for authorization on a transaction can be returned only before the authorization of transaction.
- **5.3.5.** It is not allowed use of card for abusive, illegal purposes, including the purchase of prohibited goods and services in accordance to the laws into force in the country where the transaction is completed, where the dealer is placed, laws where the holder of the card is normally resident or law that regulates the general conditions for business. This can send you to the criminal prosecution of the holder of the card, who holds full responsibility for damages caused. Holder of the card also holds full responsibility for damages caused to him or third parties from performing purchase discharging the Bank from any liability in the event of such use.
- **5.3.6.** If unauthorized use is suspected, holder of the card can ask by the bank blocking the card, through the services of Call Center of BKT: in +383 (0) 38 666-666 or +383 (0) 38 222-988.
- **5.3.7.** Any transaction will be considered completed with: placing the signature of the Cardholder on the invoice issued by the equipment POS/EFTPOS, by entering the PIN in ATM or POS/EFTPOS, by ordering via the Internet, telephone or other electronic means.
- **5.3.8.** The cardholder is obliged to protect the PIN of his card from other persons, excluding bank from any responsibility or any type of damage caused by disclosing and use of PIN by third parties.
- **5.3.9.** When the card is used on the Internet, the 3D Secure service provides protection against unauthorized use of the card on all online sites participating in this service. Cardholders are automatically registered in the "Verified by Visa/MasterCard Secure Code" service. During the transaction the cardholder is required to establish unique data card and after this step is required to decide FNP (one-time password) which will receive via SMS on mobile phone, FNP has four digits received with details of the transaction serves as a unique identifier in online / online shopping. Cardholders need to be assured of updating their phone data at the bank, as this will enable them to successfully complete online /

online shopping. Any other action discharges the Bank from responsibility and the Cardholder may not dispute to the Bank any damages incurred as a result of its actions or omissions.

5.3.10. Bank can set limits for purchase and services in POS, in the internet as well withdrawals.

5.4. For Installment Payment Transactions:

- **5.4.1.** Program of payment with installments of Credit Card, hereinafter referred to as Installment Payment, enable the card holder to perform purchases with monthly installments using limit of his card, for goods and services traded from points of sale specified by the Bank, for the number of installments and conditions set by the Bank.
- **5.4.2.** Payment with installments, in the normal conditions includes possibility of purchase with the interest 1.15% monthly interest for installment which is disclosed in the Card Terms and is called Monthly Payment Interest. In other cases, holder of the card takes advantage of special offers at 0% interest rate on Installment Payment, for specified periods in identified traders, as published and communicated by the BKT time to time for clients.
- 5.4.4. Holders of the card can make a purchase with payment with installments for goods price of which is minimum 15 EUR.
- **5.4.4.** Monthly installment (containing principal and interest) will be billed to the Cardholders in the next Monthly Statement where costs are included and each subsequent month until full payment of the purchase price and interest. Monthly installment is part of monthly obligation like any other expenses.
- **5.4.5.** The Bank reserves the right to exclude any cardholder from further participation in the Installment Payment Program, if it finds that the holder of the card has violated one or more of the terms of the card. Suspension and exemption from installment payment do not lead to the conclusion of completed and accepted transactions by BKT before this decision.
- **5.4.6.** Number of installments, value of any installment and duration of payment with installments, cannot be changed without approval of the bank.
- **5.4.7.** Upon receiving the notification for early repayment, the bank will charge the amount of the remaining installments to the Cardholder's account deducting the part representing interests from the Early Payment Date, until the end of the estimated period for Installment Payment.

5.5. For the Program Prima Extra

- **5.5.1.** Program Prima Extra gives the possibility to the holder of the card to earn bonuses (in the form of monetary values or points) for purchases made to dealers designated by the Bank.
- **5.5.2.** The amount of the bonus or gained points, vary in accordance to the agreement of bank with the dealer (usually defined as a percentage above purchase amount) or in accordance to the offer of the bank announced in the communications with the holder of the card. The amounts gathered and spent of the bonuses/points will appear in the Cardholder's Monthly Statement.
- **5.5.3.** Bonus gained by the additional card will belong and be valid for use for additional card.
- **5.5.4.**The Bank reserves the right to refuse any use of the bonus or to cancel any amount of bonus / points, if holder of the card violates the conditions for individual banking services, if its card is canceled / closed or the account associated with the card is not active.
- **5.5.5.** Bank is entitled at any time and without notification or obligation of any kind to end the program, to cancel or change bonus benefits, modify, add or remove any of these terms and conditions, remove or change the traders of the Program, all matters and disputes will be subject to the Bank's final decision.

5.6. Procedure in Case of Loss / Theft / Abuse of Cards

- **5.6.1.** In Case of Loss / Theft / Abuse of Cards, or in case of confiscation of the card by ATM, holder of the card is obliged to notify immediately the emergency number 24 hours Call Center of BKT: in +_383 (0) 38 666-666 or +383 (0) 38 222-988. The numbers are also on the back of the card
- **5.6.2.** The Bank will take the necessary actions to block / suspend or cancel the card both in cases where the Cardholder is directly informed and without the latter's requesting case the Bank raises doubts about the legality and correctness of the use of the card, in these cases the Bank is not necessarily obliged to notify the client or be influenced by his situation or will.
- **5.6.3.** Canceled card will be replaced with a new card with the bank approval. Expenses for replacement of the card will be taken by the account of the client or by the bank.

5.6.4. Client is obliged to notify immediately bank in cases as follows: notices any abuse, fraud about his PIN / password, the card transaction is performed without the consent of the holder notices an error or discrepancy in his account.

5.7. Card Validity and Renewal

- 5.7.1. Card is valid within the deadline placed on the card (Expiration term) in the limits and for those operations allowed by the bank.
- **5.7.2.** Card will be renewed by the bank one before the expiry. If card holder does not want hi card to be renewed should inform the bank at least two months before the expiration, otherwise renewal will be deemed accepted. The bank has the right to cancel the card renewal when it sees reasonable without necessarily being obliged to give explanations.
- 5.7.3. Card holder and/or the guarantor are responsible for all expenses resulting from the renewal of the card.

5.8. Settlement of Obligations

- **5.8.1.**The Cardholder agrees in advance that all completed amounts of card transactions and all related fees incurred by the use of the card, will be considered as a obligation of the card holder and will be debited from his account.
- **5.8.2.** Purchase and withdrawals cash in foreign currency will be invoiced in EUR converted at the Bank's exchange rate at the date of the transaction.
- **5.8.3.** Card holder will be informed about completed transactions from the use of card and fees placed for these transactions through the monthly balance which is submitted through the electronic post or with the request of the client can be taken printed at the bank branches, as well through the account.
- 5.8.4. Amount and type of fees will be specified in accordance to the conditions of the bank at the time of performance of transaction.
- **5.8.5.** Last date of payment is the last date in which it is mandatory to repay the minimum monthly obligation. The Mandatory Minimum is the minimum amount of the total obligation resulting from the Monthly Statement and obligatory to be paid by the last payment date. If not paid in time above the mandatory minimum, penalizing commissions and interests will apply.

5.9. Objection Transactions

- **5.9.1.** Card holder is entitled to appeal in writing for any transaction no later than 30 days from the day of completion of transaction. Bank will treat the case in accordance with the rules of Master card/Visa.
- **5.9.2.** The amount of the transaction created will not be deducted from the holder of the card until a decision has been made. Holder of the card in any case is obliged to make e payment although the appeal results in favor of the holder of the card, he will be refunded by crediting the same amount as at the date of the transaction.

5.10. Bank and Cardholder Responsibilities

- **5.10.1.** Holder of the card holds full responsibility for completed transactions from the use of lost/stolen cards until the moment of the notification on the 24-hour emergency number set by the Bank. After the notification, the Client no longer bears a financial responsibility for the losses incurred unless he acts with abusive intentions.
- **5.10.2.** Holder of the main card has a full responsibility towards the bank for the total of obligation deriving from the use of the main card and/or additional cards.
- **5.10.3.** The cardholder is responsible for the authenticity of the account data when completing the application on its behalf and a person authorized by him as well as updating this data in case they change.
- 5.10.4. Holder of the card holds the responsibility for any kind of counterfeiting of his signature and / or transaction documents.
- 5.10.5. Holder of the card recognizes all obligations regardless of the authenticity of the transaction documents and its Signatures.
- **5.10.6.** In case of use of cards by third persons, holder of the card/guarantor are obliged to accept all obligations deriving from this use (amounts of transactions performed, interests, commissions, etc.).
- 5.10.7. If the holder of the card loses his life, guarantor or his successors accept responsibility and payment of all obligations of the card.

5.10.8. Holder of the card does not carry any financial obligation in cases where the card is used without his physical presence and/or electronic identification of the instrument itself, unless it operates under conditions of fraud / negligence. Using a confidential code or other similar identification tool, are not sufficient to recognize the obligation of the holder.

5.11. Limit of the Credit Card

- **5.11.1**. Bank decides a credit limit and at the time of submission of the card informs the Client about the total limit approved in the application form in the section "to be filled by the bank". This limit can be changed with the request of the holder of the card and approval of the bank, or by the bank informing the holder of the card for this change with individual notification by SMS and through the electronic post.
- **5.11.2.** The bank allows the card limit to be exceeded up to 10% above the approved total limit. In cases where will be exceeded the Bank's total approved limit applies late payment in the form of the limit exceeding commission set out in the Card Terms, the commission will be invoiced to the holder of the card in the Monthly Statement.
- **5.11.3.** The bank has the right to set the cash withdrawal limit by credit card and change this limit at any time by notifying the cardholder via SMS, electronic post notification, as well in its official internet page www.bkt-ks.com and other publications in the branches.
- **5.11.4.** At the initial moment of handing over the credit card to the holder of the card, 50% of the total card limit will be available for online use. Holder of the card reserves the right to change this percentage at all times, decreasing or increasing according to his needs from 0% to 100%, by filing a claim at BKT branches or through the e-banking account.

5.12. Credit Card Account

- **5.12.1.** The bank will automatically open a separate credit account, through which will register the relevant debit-credits for any actions related to the use of the card, and fees on it, as well as an account where the customer makes card payments and according to the type of account and customer category, will be applied a maintenance costs for this account.
- **5.12.2.** Based on use of the card, once a month bank will calculate obligations of the card holder, who will be responsible for liquidation of this obligation in accordance to the monthly statement.
- **5.12.3.** In cases when during the month there were no transactions in the card account or/and the balance of the account is positive, monthly Statement will not be prepared.
- **15.12.4.** The Holder of the card has the right to choose the issuing cycle of the Monthly Statement cycle I (date 25 reflection of the situation 05 last date of payment) and cycle II (date 10 reflection of the situation 20 date of last payment) in accordance to the conditions offered by the bank and it is responsible to learn his obligation before the payment date. Transactions not recorded in the Monthly Statement sent, will be registered in the next one. However, if there is a transaction that is not registered within 30 days after it is completed, holder of the card is obliged to immediately inform the bank.
- **5.12.5.** Based on the general conditions for individual banking services, the Monthly Statement is a test to show the occurrence of transactions and obligations of the card holder towards the bank as a result of use of the card (main or addition). Monthly Statements belonging to additional cards will be sent to the Principal Cardholder in the Monthly Statement of the main card.

5.13. Credit Card Obligation and Interest

- **15.13.1.** Holder of the card despite his right to file objections/pretensions is obliged to pay the invoiced obligation in the Monthly Statement (at least the minimum amount) within the deadline set by the bank.
- **15.13.2.** The minimum amount of obligation that the card holder should pay is set as an estimate of the total obligation and its rate is set out in the Terms of the Cards. In cases when the holder of the card fail to pay a mandatory minimum, then the mandatory minimum in the new Monthly Statement is the mandatory minimum carried forward, plus current mandatory minimum.
- **5.13.3.** The interest rate is defined by the Bank, is subject to change by informing in advance the card holder for these changes through the SMS, or electronic post as well in its internet page www.bkt-ks.com and bank branches. If the card holder do not oppose in writing within 30 days changes, then they will be considered accepted by him.
- 5.13.4. If the card holder fails to pay the amount of minimum obligation within the due date of payment will be considered as delayed.
- **5.13.5.**The Bank has the right to initiate legal proceedings for the compulsory execution of the General Conditions for individual banking services which are accompanied with the payment of the main amount of accumulated interest in the amount of main debt that the holder of the card is obliged.

- **15.3.6.** The calculation of the default interest rate shall be the annual rate (Nv) which consists of the reference rate increased by 8 percentage points fixed rate. The referent rate will be published by the CBK every six months. On February 1, will be published rate that takes for bases the average for period of time July December and it is valid for the next period of time from 10 February until 9 August, while on 01 August of the calendar year will be published rates which will take for base average for the period January June and it is valid for the next period from 10 August until 9 February. IF CBK did not published new rate, should be used rate of CBK published in August until 9 February. If CBK did not published new referent rate, should be used the rate of the CBK published recently.
- **15.14.7.** Delayed interest will be calculated for the amount delayed through the calendar days in delay depending of the number of the calendar days of the year (365 or 366) applying mathematic formula as bellow:

KV=B*Nv*D

Where:

KV- Interest delay for the accounting period;

B-n Main debt in delay;

NV - Annual rate for interest delay;

D – Number of calendar days of interest delay during the accounting period;

Nd - Number of calendar days of year (365 days – usual year, 366 days – leap year).

Interest delay is calculated for each accounting period (usually monthly) added to calculated interest delay, so, interest delay calculated is the total amount of all interest delays calculated for all payment until the day of calculation.

- -Execution of the assets of the card holder available at the moment of declaration of impossibility of repayment including all other declarations, of any form, improvements, replacements and other contracts in function to this Contract.
- The Cardholder shall bear all administrative costs and expenses, court, notary, commissions, fees for negotiation, completion of the business and execution of the Bank's rights, including the collateral in accordance to the Contract.

5.14 Annual fee and other expenses of use of credit card

- **5.14.1.** Holder of the card pays the annual commission, interests and commissions completed, expenses of the cash withdrawals and other expenses related with use of card. He is informed in details in details about these expenses between the monthly balance.
- 5.14.2. Annual commission will be presented in the first monthly balance of card holder and in monthly balance of respective subsequent year.
- 5.14. Suspension of Use / Credit Card Closure
- **5.15.1.** Bank is entitled to suspend credit card use claim the total liability, including unpaid installments if there are any doubts that they will not be settled by the Cardholder (main and / or additional). The bank has the right to demand blocked collateral (110% of the limit) or any other asset (movable or immovable) of the holder of the card or guarantor or the obligation of the card.
- **5.15.2** Closure of the card from card holder is valid only if he notifies the Bank repays any card related obligations and at the same time returns the card to the Bank for cancellation. A staff member will destroy it by cutting through the magnetic tape, security number and card number so they are not readable. This will be done in front of you so you can be sure that the card can no longer be used, in this case all closing actions will be reflected in the following Monthly Statement.

5.16. General conditions for the credit cards

- **5.16.1.** Holder of the card irrevocably authorizes the Bank debit the Cardholder account associated with the card on the last day of payment of the obligation, without prior notice, with the sum of the total obligation or minimum payment.
- **5.16.2.** When the Cardholder has one or more accounts with debit balances in the Bank by irrevocably authorizing the Bank by signing the general terms and conditions for individual banking services to debit at its discretion, without prior notification, one of the accounts with the amount of his outstanding obligation and/or delayed. Whereas in cases where the loan is secured by cash collateral, the Bank has the right to touch the amount left over as guaranty in all cases of nonpayment, partial or total by the Cardholder, without the need of its or guarantor prior approval. The client is informed of these payments in the next Monthly Statement.
- **5.16.3.** The bank does not interfere in the relationship of card holder with any of third parties, and the latter has no right to bring to the Bank any claims it may have towards the third parties in respect of the transactions for which the card was used.
- **5.16.4.** Bank is not responsible for the refusal of cards or transactions by the dealers or financial institutions.
- **5.16.5.** The Client agrees that if the Bank deems credit insurance reasonable has the right to ask the Card Holder and the latter is obliged to impose a mortgage.
- **15.16.6.** Card holder and guarantor accept without objections all obligations and costs deriving from these obligations from the moment of signing the general conditions for individual banking services. All obligations mentioned above are accepted by the card holder and guarantor together or separately.
- **5.16.7.** The Bank is not responsible if it is unable to meet the obligations arising from the terms of the cards due to the direct or indirect failure of the machinery or communication system, strikes, major causes, or anything beyond the Bank's control.

5.17. Method of Calculating Interests and Commissions

- **5.17.1.** Holder of the card will be charged with interest and commissions on the payments he made, types and quantities of obligation that covers (payments). All interest rates and commissions that may apply are set out in the Conditions of the Card on top of the general conditions for individual banking services.
- **5.17.2.** If the holder of the card pays all the obligation of the card before the last day of payment, it will not be calculated any interest or commission, here are excluded withdrawals because it is Calculated the daily interests.
- **5.17.3.** Interest for late payment calculated in cases when the mandatory minimum is not paid fully before the payment date or not paid at all. It is calculated on the outstanding amount of the Mandatory Minimum for as many days as it turns out to be uncovered at the rate specified in the Card Conditions.
- **5.17.4.** Card interest is the normal credit interest applied to the card obligation, and it is calculated in any case when the obligation is not paid fully before the last date of payment. It is calculate for the remaining part of the obligation for as many days as it turns out to be uncovered at the rate specified in the Card Conditions.
- 5.17.5. Any payment of the obligation of the card covers step by step types of obligations in accordance to this priority.
- a) Commissions and interests of the previous period
- b) Cash withdrawals of previous periods
- c) Purchases of the previous period
- d) Cash withdrawals of the current period
- e) Purchases of the Current period
- f) Commissions and interests of the current period

5.18. For the Nominal Interest Rate

5.18.1. The nominal interest rate expresses annual rate on the bases of which is calculated the credit interest allocated through the credit card and it is the credit interest in the Conditions of the Card.

5.19. On the Effective Interest Rate:

5.19.1. The Effective Interest Rate expresses the total annual cost of the credit that is allocated through the credit card for client expressed as an annual percentage of the value of the credit granted and calculated on the basis of the following formula:

$$\sum_{k=1}^{m} C_k (1+X)^{-t_k} = \sum_{l=1}^{m'} D_l (1+X)^{-S_l}$$

Where

- X is NEI which can be calculated (by algebra or any computer program) when the other terms in the equation are known.
- m is the total number of installments of the loan if the loan is used in installments, paid by the bank.
- k is the ongoing number for loan installments if the loan is used in installments, paid by the bank, consequently1≤ k≤m.
- Ckis the amount of the withdrawal, the actual value of the loan made available to the client in the period k.
- ktis the interval expressed in years and fractions of a year between the date of first withdrawal (first installment of the loan) made available for the client (if the loan is used in installments), and the date of each subsequent withdrawal (any subsequent installments) of the loan made available to the client, therefore t1=0
- -m'is the total number of installments paid by the customer for loan repayment and / or payment of expenses / fees.
- I is the ongoing number of installments paid by the client for loan repayment or payment of expenses / fees.
- DI is the amount of the repayment installment or payment of expenses / fees by the client in period I.
- IS is the interval expressed in years or fractions of a year, between the value date of the first installment of the loan made available to the client (if the loan is used in installments) or date of loan use if the credit use becomes complete and the date of each installment for loan repayment.

5.20. For cash withdrawal credit card transactions

5.20.1. Cash withdrawal commission at home and abroad is applied as a percentage on the total amount at the rate announced in the Card Conditions, withdrawn cash at ATMs inside, abroad or for e-banking advance payments.

5.20.2. Cash withdrawal interest applies to any Cash withdrawal by card or e-banking advance and is calculated for the total amount of Cash withdrawn from the day of Cash withdrawal (including the day the transaction was performed) up to the day of making the payment covering the withdrawal at the Cash withdrawal interest rate specified in the Card Conditions (If the withdrawal is carried out over the weekend) will be calculated from prior business days.

5.21. Safety

5.21.1. Client must:

- a) Keep the PIN and all security details and equipment secret and take reasonable care of them, card and security equipment in order to prevent their unauthorized use;
- b) The client should not store the PIN or password or security data on his / her computer or cellular phone.
- c) Never enter or use the PIN or password in a way that may result in them being known to another person.
- d) The client should immediately inform the bank if he / she thinks anyone may know any of his / her security data, or if he loses the card, or is stolen, falsified, even if it's not his / her fault;

5.22. Conditions for closing the Credit Card

- 5.22.1. The bank may close the customer card or terminate any or more services immediately if any of the following conditions apply:
- a) Client violates these conditions:
- b) The Bank suspects that it has been given false information.
- c) The bank suspects that the card is being used for illegal purposes or to facilitate crime.
- d) The client does not pay commissions or interest on time.
- e) Legal facts, certifications, statements, assertions, endorsements and any other documents submitted are not true, or is not done in the manner and at the time provided in the General Conditions for Individual Banking Services.
- f) The Credit Card granted is used for a purpose other than that specified for.
- g) Holder of the card is subject to bankruptcy proceedings.
- h) The provisions of the General Conditions for Individual Banking Services are violated.
- i) The actions and conduct of the cardholder are in breach of the law and this Contract.
- j) The cardholder's financial position has deteriorated to the extent that it may make it impossible to pay the obligation with the Bank.
- k) Card holder is obliged under a government order or authority to completely or partially replace its management staff or to restrict / suspend its activity in whole or in part.
- I) The current capital structure has undergone a substantial negative change.
- m) In each of the above cases the Bank reserves as a last resort the right of execution of the Contract, which is accompanied by:
- n) Payment of the accumulated obligation and interest that card holder is obliged for the bank.
- o) Card holder to cover all costs and administrative, litigation, notarization, commissions, enforcement fees, performance completion and execution of the Bank's rights.

6. Debit Card

6.1. Debit Card Initial Conditions

- **6.1.1.** Based on the Law on Payment System No. 04/L-155, Rules of the Central Bank of Kosovo (For the Instruments of Electronic Payments), by signing this Contract, the card holder states that it has accepted, read and understood the Bank's terms and conditions in writing and agrees to them.
- **6.1.2.** Master / Visa Debit Cards issued by the Bank will be subject to the General Conditions in force published on the official website www.bkt-ks.com and its branches, changes to which the customer will be informed as provided in the general terms and conditions for individual banking services.
- **6.1.3.** The card belongs to and remains the property of National Commercial Bank Kosovo Sh.A. Holder of the card. The cardholder is prohibited from transferring it to others, or giving it to others, and is obliged to return the card to the Bank upon first request. Upon expiry of the deadline, the holder returns the card to the issuer within 30 days.

6.2. Issuing of the Card

- **6.2.1.** Based on the Client Request holding a bank account, approved by the Bank the latter issues to him a debit card, as well as to persons authorized in writing by him, in accordance with legal and banking rules.
- **6.2.2.** Card holder must personally take the card and PIN. If the card is not received by the Client within 1 month from the date of notification, the Bank has the right to cancel it.
- **6.2.3.** With taking the card, Holder of the card must sign immediately on the signature panel of the card to provide the firm's comparative basis in the event of a search and / or opposition.
- **6.2.4.**You will be provided with a PIN containing 4 digits via SMS, if you do not receive the 4-digit number (PIN) within 24 hours or if you forget or lose your PIN please visit us at the nearest branch or contact us at +383 (0) 38 666-666. Sometimes we can only issue a replacement PIN, but at other times we may need to issue a new card. Charges for changing your card or PIN may be required and you should follow the procedures for getting your changed card or PIN.
- **6.2.5.** Client can change the PIN through the ATM, with a new PIN.

6.3. Use of the Card

- **6.3.1.** Holder of the Card can use the card for purchase to all traders and online that accept cards and logo that holds the card, as well cash withdrawal from ATM of the licensed institutions for this purpose or e-banking in the territory of Republic of Kosovo and abroad.
- **6.3.2.** All transactions completed through the card in the terminals POS/EFTPOS (Electronic Fund Transfer Point Sale) and ATM in which the card is present physically, as well through the internet, telephone and other electronic means of communication will be considered use of card.
- **6.3.3.** During the use of the card to make a payment of purchase (goods or benefited services) through the POS, in case required by the dealer, holder of the card is obliged to prove its identity.
- **6.3.4.** It is not allowed use of card for abusive, illegal purposes, including the purchase of prohibited goods and services in accordance to the laws into force in the country where the transaction is completed, where the dealer is placed, laws where the holder of the card is normally resident or law that regulates the general conditions for business. This can send you to the criminal prosecution of the holder of the card, who holds full responsibility for damages caused. Holder of the card also holds full responsibility for damages caused to him or third parties from performing purchase discharging the Bank from any liability in the event of such use.
- 6.3.5. If unauthorized use is suspected, Holder of the card may request the Bank to block the card through BKT's 24-hour Call Center service: +383 (0) 38 666 666.Any transaction will be considered fulfilled: with the signature of the card holder in the invoice that is issued by the equipment POS/EFTPOS with the confirmation through ATM, phone or other electronic means of communication. Received invoices in any case they should be stored at least until payment is executed. The authorization given by the client to perform a transaction, upon its signature or confirmation, cannot be revoked.
- **6.3.6.** Card holder is obliged to keep the PIN of his card secret from other persons excluding the Bank from obligation for any damage caused by the disclosure and use of the PIN by third parties.
- **6.3.7.** When the card is used on the Internet, the 3D Secure service provides protection against unauthorized use of the card on all online sites participating in this service. Cardholders are automatically registered in the "Verified by Visa/MasterCard Secure Code" service. During the transaction the cardholder is required to establish unique data card and after this step is required to decide FNP (one-time password) which will receive via SMS on mobile phone, FNP has four digits received with details of the transaction serves as a unique identifier in online / online shopping. Cardholders need to be assured of updating their phone data at the bank, as this will enable them to successfully complete online / online shopping. Any other action discharges the Bank from responsibility and the Cardholder may not dispute to the Bank any damages incurred as a result of its actions or omissions.
- 6.3.8. Bank, referring the Work Conditions sets limits on POS purchases online as well as Cash withdrawals.
- **6.3.10.** For payments / withdrawals not made in EUR, but in other currencies in ATM/POS, will be applied the exchange rate of that day (the day of the transaction).
- **6.3.11.** Application of commissions and expenses related to the realization of transactions not only are they disclosed in the official price list of the bank.
- 6.4. Procedure in Case of Loss / Theft / Abuse of Cards
- **6.4.1.** In Case of Loss / Theft / Abuse of Cards, or in case of confiscation of the card by ATM, holder of the card is obliged to notify immediately the emergency number 24 hours Call Center of BKT: in +_383 (0) 38 666-666 or +383 (0) 38 222-988. The numbers are also on the back of the card.
- **6.4.2.** The Bank will take the necessary actions to block / suspend or cancel the card both in cases where the Cardholder is directly informed and without the latter's request in case the Bank raises doubts about the legality and correctness of the use of the card, in these cases the Bank is not necessarily obliged to notify the client or be influenced by his situation or will.
- **6.4.3.** Client can apply for reprint of a new card, which can be obtained only after Bank approval. Expenses for card reprinting will be borne by the account of Card holder.
- **6.4.4.** Card holder bears full responsibility for transactions made by the use of lost / stolen or misused cards, until the moment of notification in the 24-hour emergency number assigned by the Bank. Upon notification, the Client no longer bears a financial liability for the losses incurred unless it acts with abusive intents.

6.5. Card Validity and Renewal

6.5.1. Card is valid within the deadline placed on the card (Expiration term) in the limits and for those operations allowed by the bank.

- **6.5.2.** Card will be renew by the bank one before the expiry.. If card holder does not want hi card to be renewed should inform the bank at least two months before the expiration, otherwise renewal will be deemed accepted.
- **6.5.3.**Card renewals will not be carried out in the following cases: if the debit card is not active, if the debit card is active and never used, if the primary debit card account is inactive (dormant). if the Bank deems it reasonable, without necessarily being obliged to provide explanations.
- 6.5.4. Card Holder is responsible for all costs resulting from the renewal of the card under work conditions.

6.6. Liquidation of Transactions

- **6.6.1.** Card holder agrees in advance that all transactions effected by the card and all relevant fees incurred by the use of the card, will be debited from his card.
- **6.6.2.** Card holder agrees that the amount of transactions made using the card at points of sale or ATM, will be his obligation. The bank is authorized to transfer amount of obligation from the account of the client at the cardholder Bank.
- **6.6.3.** Foreign currency purchases will be invoiced in EURO converted at the Bank's exchange rate at the date of the transaction. Cash withdrawals in currencies other than the currency of the account from which the transaction is being made shall be invoiced in the currency of the account converted at the Bank's exchange rate on the day of the transaction.
- **6.6.4.** The account holder is informed of the transactions carried out by the use of the card and the fees charged for these transactions in the issuance of the account.
- 6.6.5. The amount and type of fees shall be specified in accordance with the Bank's operating conditions at the time of the transaction.

6.7. Objection of the Transaction

6.7.1. Holder of the card has the right to contest / appeal in writing for any transaction not later than 30 days from the date of the transaction. The bank will treat the case in accordance with the MasterCard / Visa rules. The amount of the opposed transaction shall not be deducted from the obligations of the card holder, until a decision will be made. Card holder, is in any case obliged to pay the obligation and if the appeal results in its favor of the card holder he will be refunded by crediting the same amount as at the date of the transaction.

6.8. Bank and Cardholder Responsibilities

- **6.8.1.** Card Holder bears full responsibility for transactions made by the use of lost / stolen or misused cards until the moment of notification on the 24-hour service number set by the Bank. After the notification, card holder no longer bears a financial liability for the losses incurred, unless the Carrier acts with abusive intents.
- **6.8.2.** Card holder is responsible for the authenticity of the account data when completing the application on his behalf and the person authorized by him, as well as updating this data in case they change.
- **6.8.3.** Holder of the main card has full responsibility to the Bank for the total liability arising from the use of the main card or additional cards issued on behalf of persons authorized by him.
- **6.8.4.** The holder bears no financial obligation in cases where the card is used without physical presence and / or electronic identification of the instrument itself, unless it operates under fraudulent conditions. The use of a confidential code or other similar means of identification is not sufficient to know the obligation of the holder.
- **6.8.5.** The Client is obliged to notify the Bank in the following cases: notices any abuse, fraud about his PIN / password, notices an error or discrepancy in his account.
- **6.8.6.** Holder of the card is responsible for the authenticity of the account data when completing the application on his behalf and the person authorized by him, as well as updating this data in case they change.
- **6.8.7.** In case of use of card by third person, holder of the card is obliged to accept all obligations arising from such use such as payments for transactions made, interests, commissions, etc.).

6.9. Terms for closing Debit Card

6.9.1. The bank may close the client's card or terminate any or more services immediately if any of the following conditions apply. The Bank will make every reasonable effort to inform the Client immediately for the following:

- 6.9.2. Violated these conditions:
- **6.9.3.** Card holder does not pay commissions or interest on time.
- **6.9.4.** Legal facts, certificates, statements, assertions, endorsements and any other document submitted by the card holder are not true or not done in the manner and at the time provided.
- **6.9.5.** The Credit Card granted is used for a purpose other than that specified.
- **6.9.6.** Holder of the card is subject to bankruptcy proceedings.
- **6.9.7.** The provisions of the General Conditions for Individual Banking Services are violated.
- 6.9.8. The actions and conduct of the borrower are clearly contrary to the general conditions for individual banking services.
- 6.9.9. The Cardholder's financial position has deteriorated to the extent that it may make it impossible for the Bank to pay the obligation.
- **6.9.10.** Card holder is obliged, under a governmental order or authority, to completely or partially replace its management staff or to restrict / suspend its activity in whole or in part.
- **6.9.11.** The current capital structure has undergone any substantial negative changes.
- **6.9.12.** In each of the above-mentioned cases Bank reserves the right as a last resort the right of compulsory execution of the relationship with the client accompanied with:
- a) Payment of the accumulated obligation and interest that the Borrower owes to the Bank.
- b) Borrower shall bear all administrative costs and expenses, court, notary, commissions, execution fees.
- c) The bank suspects that the card is being used for illegal purposes or to facilitate crime.

6.10. Safety

6.10.1. Client must:

- a) Keep the PIN and all security details and equipment secret and take reasonable care of them, card and security equipment in order to prevent their unauthorized use;
- b) The client should not store the PIN or password or security data on his / her computer or cellular phone.
- c) Never enter or use the PIN or password in a way that may result in them being known to another person.
- d) The client should immediately inform the bank if he / she thinks anyone may know any of his / her security data, or if he loses the card, or is stolen, falsified, even if it's not his / her fault;

7. FLECTRONIC BANKING SERVICES

7.1. General

- 7.1.1. Electronic banking services refer to all banking services without the presence of the Client in a branch of the Bank.
- **7.1.2.** Electronic banking services offered by the bank includes transactions that can be completed by client connecting online/offline with the banking system or by authorizing the Bank, by telephone, Internet, or other electronic means.
- **7.1.3.** The Client guarantees that all information provided to the Bank through electronic banking services regarding transactions and the services included in this section are genuine, complete and up to date and holds responsibility for all types of damages that may result from information that is not true, complete, and up to date.
- **7.1.4.** The Client accepts and commits in advance to comply with the rules set by the Central Bank of the Republic of Kosovo while using the electronic banking services and according to the Regulation on Electronic Payment Instruments and from the "Safety Guide" foreseen with point 18 and "Manual of Use" published in the official page of the bank. The Bank may change the "Safety Instructions" and "Operating Instructions" at any time, subject to technological developments making all changes to the official website.
- **7.1.5.** The client is aware that he is properly informed of all the risks that he may face while acquiring electronic banking services. The Bank guarantees that it will make every effort to prevent third parties who may be intending to acquire the Client's password / personal data, using high technology as well as monitoring network interference.
- **7.1.6.** The client must choose the most secure platform in the electronic tool he will use to connect to the Bank system, in accordance to the instructions received by the bank.
- **7.1.7.** The Customer guarantees that it will carry out transactions in accordance with the Bank's electronic banking products and services using security elements that authenticate the Client's authenticity. The Bank confirms and accepts the Client's order without its signature being required.

- **7.1.8.**The Bank in cases when it deems it reasonable and without prior notice to the Client may increase or decrease the limits or level of electronic banking services, or to stop or discontinue such services and / or products in whole or in part.
- **7.1.9.** The Client declares and agrees that the Bank shall not be responsible for any direct, indirect, special, economic or other damages resulting from the misuse, used by the Client or for any other reason for which the Bank is not responsible under applicable law.
- **7.1.10.** The Client declares and agrees that the Bank shall in no case be held responsible for any failures that may occur while using the electronic banking services, or in any event possible due to interruptions or interruptions of services for technical reasons or for hardware errors, damage, loss, delays, or interruptions, or to access information from third parties.
- **7.1.11.** He Client agrees to the terms and conditions of electronic banking services and undertakes to pay to the Bank all fees and charges set and applied by the Bank for the electronic banking services provided.
- **7.1.12.** The client can register for the e-banking service from the Bank's official website www.bkt-ks.com or the BKT mobile app that you can download on your iOS or Android. By signing this contract, the Client accepts the terms and conditions of online banking. To log in for the first time on e-banking you must have a customer number and an active BKT card.
- **7.1.3.**The client is aware and agrees to any banking product or service that he will receive in the future through the Bank's electronic banking services, will be subject to the terms and conditions of this contract and others that it will electronically accept upon receiving the product / service. The client will also accept any responsibility arising from the use of the product / service received through the electronic banking service.
- 7.1.14. The Client undertakes to notify the Bank immediately if at least one of the following events occurs:
- a) The instrument enabling the client to make electronic payments is destroyed, misused or lost
- b) notices any abuse, fraud related to his PIN / password, which makes it possible for third parties to access his account;
- c) The transaction with the Instrument enabling the customer to make electronic payments is performed without client's approval.
- d) Notices an error or a discrepancy in his account with the Bank;

7.1.15. Client agree that:

- a) Not enter his PIN / password in a prominent place and allow a third party to read it;
- b) Not cancel an order initiated by the Instrument enabling the customer to make electronic payments, unless the amount is specified in the order.
- c) Provide complete and accurate data for identification purposes.

7.2. Instructions on safety

- **7.2.1.** The client should make sure to change the password regularly.
- **7.2.2.** Should not give the username and password to other people.
- **7.2.3.** Passwords and security codes must be kept secret. These should not be written somewhere or given to other people for use, nor provided by phone or email.
- 7.2.4. The client should take care not to allow other people to use his / her cards. They should be kept in a safe place.
- **7.2.5.** The Client should never disclose confidential or personal information by email or by any other means, even if the claim looks like it was made from a trusted legitimate source.
- **7.2.6.** The client should not disclose any other confidential information without confirming that the official site is secure. It should be checked whether the address starts with https://followed by the corresponding name of the requested page.
- 7.2.7. The client should not allow any other person to use his / her device while the client is logged on to Internet / Mobile Banking.
- **7.2.8.** The client should install anti-virus software and keep it updated all the time.
- **7.2.9.** The client must use a firewall to filter web traffic for computer entrances and exits.
- **7.2.10.** The client should stay alert for security updates provided by reliable software vendors and implement them in accordance with the instructions provided.
- 7.2.11. The Client should not access any links or pages that are required by him / her to provide sensitive personal or confidential information.
- **7.2.12.** The client should not open email messages without checking the identity of the sender. If there is any doubt about the origin of the message, it should be deleted immediately.
- **7.2.13.** The bank begs customers not to make any banking transactions on computers open to the public (e.g. internet cafe). Different types of software enable hackers to access account data and personal data through computers that are open to the public.
- **7.2.14.** Should take e care not to use websites that are open via email.
- 7.2.15. After the client logs on to Internet / Mobile Banking, he / she will be informed about the last date and time of login to the homepage.
- **7.2.16.** The account must be kept under observation. The account should be checked at least every two to four weeks.
- **7.2.17.** The client must maintain the equipment he uses to access secured online banking must be assured that every device (tablet, smart phone, PC, laptop, etc.) used to access online banking is updated from a security. Devices with a password must be locked, and the client must be logged off if he or she has completed online banking.
- **7.2.18.** Any incident or suspicion should be reported to the bank. The client should immediately notify BKT if it thinks there is something wrong or suspicious, and the instructions given must be followed.
- **7.2.19.** In case the client uses BKT Mobile Application:
- a) Your device lock code must be activated. (PIN LOCK or similar).

- b) Data such as PIN, OTP, CIF, PAN, Credit / Debit Card, Passwords, etc, on the smart phone device should not be stored.
- c) Only the updated version of the iOS / Android device system should be used.
- d) If possible from the smart phone manufacturer that the client uses should be used up-to-dated anti-virus software.
- 7.2.20. Once the client completes the banking operations, click on the secure exit button and close the online banking browser.
- 7.2.21. For safe application usage, it is recommended not to use rooted/jail broken devices that have breached the manufacturer's warranty.

8. Filing Complaints

- **8.1.1.** BKT Kosovo encourages clients to submit their complaints through the channels:
- a) Call the Contact Center (038 666-666).
- b) Email address: ks-customerservice@bkt.com.al and the messaging platform on the bank's website.
- c) In person at the Head Office or branches of BKT Kosovo.
- d) Postal address: Administrative Office, Qyteza Pejton, Str. Ukshin Hoti Nr. 29, 10,000 Prishtina, Kosovo.
- c) Other channels not specified above.
- **8.1.2.** Any complaint will be treated by the bank very carefully, because the bank believes that together with the client it can find solutions to the problems that may be encountered while using banking products and services.
- **8.1.3.** Upon submission of the complaint by the client, the client will receive official confirmation of receipt of the complaint by official email (e-mail: ks-customerservice@bkt.com.al)or any other means of communication selected by the client.
- **8.1.4.** Each complaint will be evaluated by the responsible persons and the decision on the complaint will be communicated within a maximum of fifteen (15) days of its receipt or more complex complaints the deadline may be postponed, and for any postponement, client will be informed.
- **8.1.5.** If the client disagrees with the response to the complaint can address to the Central Bank of Kosovo, or to the competent organs for solving disputes, or to file a claim in the Court.