



# GENERAL CONDITIONS FOR INDIVIDUAL BANKING SERVICES

# GENERAL CONDITIONS FOR INDIVIDUAL BANKING SERVICES - GCIBS 003 - 03/2023

- 1.1 The client agrees that by accepting the genera lconditions for individual banking services, all his services obtained from the Bank as a result of this Contract will be treated according to its terms and that he (the client ) will not have the right to object about 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 the parts that are allowed to be changed by the legislation in force and by the agreement between the parties, but only with the prior notice in written form, individually of each client that is subject to such change. The notice must be submitted at least one (1) month before such 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 changeof conditions the client will be informed in advance (1) month through the publication of its pricelist by notifying the client through the mailbox on our e-Banking electronic platform or SMS or email (electronicmail), mail or other more suitable forms of notification, by posting a notification in any of the Kosovo newspapers and/or other media and/or on our website www.bkt-ks.com and /or in our bank branches and/or by notifying you personally as is the practice which may be by email, or by other appropriate methods depending on the information that the notification will contain. If the Client does not object changes in writing within 30 days, then they will be considered accepted by him.
- **1.4** Payment accounts with basic services are an exception to paragraph 1.3, where the content of the Contract for individual banking services, respectively the conditions for clients with payment accounts with basic services can only be changed if the Regulation of the Central Bank of Kosovo on access to payment accounts with basic services is changed.
- **1.5** The Client accepts and has no objection to receive notifications on his/her personal mobile number, electronic mail (e-mail), postal address declared by them to the Bank with the Contract for Individual Banking Services or subsequently as notification of changes different from the Bank as the case may be, for issues related to their relationship as a client with the Bank.
- **1.6** The Client accepts and undertakes to deliver to the Bank all the documents that may be requested by the Bank in relation to the service/s requested by him/her. The bank has the right to consider the contractual relationship with the existing client resolved (terminated) in case the requirements of the law in force for the prevention of Money laundering and the fight against the financing of terrorism are not met.
- **1.7** The Bank is responsible for maintaining the confidentiality of all personal data and those related to the Client's accounts or contracts with the Bank, except in cases of information search and control by authorities that have been recognized with this competence by law, including , whenever applicable, and legal disclosures related to the implementation of the Foreign Account Tax Compliance Act (FATCA).

- **1.8** In accordance with the primary and secondary legislation which regulates the banking business, the Client declares that he has been informed by BKT, has understood and accepted the current percentage of interests applicable by the Bank, the methods of calculating these interests, the conditions when the interest percentages change, as well as the provision of monetary accounts, according to the provisions of the Law on amending and supplementing Law no. 03-L-216 on the establishment of the deposit Insurance system for Financial Institutions in Kosovo".
- **1.9** The client , for contact purposes throughout his relationship with the Bank, will declare the mobile number, electronic mail (e-mail) and postal address he is using. In any case of changeof contact numbers and/or addresses, the Client is responsible to inform the Bank in writing or by any means considered safe by the Bank.
- **1.10** The relationship of the client with the bank ends when the client has paid all his liabilities to the bank and has closed all his services in the bank, used by accepting the gjeneral conditions for individual banking services.
- 1.11 The client accepts that in case of possible conflicts related to the gjeneral conditions or the services it includes, the Bank's documents and data will be valid evidence for the resolution of conflicts.
- **1.12** The Bank has the right to with hold taxes on any amount of interest that will be paid or creditedbasedon the percentage set by the Government or other administrative institutions in accordance with the Laws and Regulations in force in the Republic of Kosovo.
- **1.13** When the client has one or more accounts with debit/credit balances in the Bank, he, by accepting the gjeneral conditions for individual banking services, irrevocably authorizes the Bank to debit, at its discretion, without prior notice, one of the accounts with the amount of outstanding and/or delayed liability.

# 2. GENERAL TERMS FOR CLIENTS WITH PAYMENT ACCOUNTS WITH BASIC SERVICES

**2.1** The conditions stipulated in this point will only apply to clients with payment accounts with basic services.

**2.2** When signing this contract, the clients declares that he/she does not have a payment account with basic services opened in any other bank, in which case he/she also signs a statement that is attached to the general conditions for clients with payment accounts for basic services. The client is aware and accepts the fact that he/she cannot keep two "similar" accounts, e.g. a payment account with basic services and a current account regardless of currency, while the possibility of having a savings account and a Term Deposit is not excluded. In case that the statement is found to be untrue for any reason, I hereby authorize the bank to debit my account without prior notice for the purpose of paying fees retroactively, as defined in the Regulation for access to Payment Account with basic services.

**2.3** The client is aware and accepts the fact that the Bank may refuse to open a payment account with basic services and in this case the bank immediately informs the client of the refusal and the specific reason for this refusal, in writing and free of charge, unless a such disclosure would be in contradiction to the objectives of general Insurance. The client

has the right to file a complaint according to the instructions given in the complaint form against the Bank's decision for refusing to open the account.

**2.4** Through the notification of the refusal to open a payment account with basic services, the bank advises the Client on the procedure to submit a complaint against the refusal, if there is a complaint, by providing the relevant contact details, which data are provided in the Bank's instruction for submitting complaints, which is an integral part of this Contract.

**2.5** The client is aware and accepts the fact that for all services that are not defined according to the Regulation of the Central Bank of the Republic of Kosovo for payment accounts with basic services, the bank will apply the fees according to the standard price list of the bank.

**2.6** The client agrees and accepts to use the account services with basic packages, as defined in the Regulation of the Central Bank of Kosovo for access to payment accounts with basic services, which are given below:

- enabling all operations required for opening, operating and closing a payment account;
- depositing funds in a payment account;
- withdrawal of money from the payment account,
- 2.7 The client is aware and accepts the fact that for the services that are not included according to the Regulation for access to payment accounts with basic services and the commissions that derive/applied from third parties, directly or indirectly with the bank as a result of receiving services, execution of transactions, the bank will apply the fees according to the standard price list of the bank.
- **2.8** Execution of the following payment transactions:
  - direct debit;
  - payment transactions through a card, including online payments;
  - credit transfers within the bank, including automatic orders, where possible at automated teller machines (ATMs), and at bank counters, or through online platforms;
- 2.9 The bank will not offer credit products to the client in the basic account package.
- 2. 10 The client agrees that the bank will charge a fee for the provided services, which will not be higher than 0.12% of the value of the average net monthly salary in the Republic of Kosovo as recently published by the Kosovo Agency of Statistics the value of the payment may change automatically depending on the change by the Kosovo Agency of Statistics.
- 11. The client is aware and accepts the fact that if he/she chooses to convert the current account into a payment account with basic services, he/she must close all credit products and current accounts in all currencies in advance, except for the request to convert it into a payment account with services Basic.
- **12.** The basic account is only available in EUR currency.

# 3. TERMINATION OF CONTRACT FOR INDIVIDUAL SERVICES FOR CLIENTS WITH PAYMENT ACCOUNTS WITH BASIC SERVICES

4

The Client is aware that the Bank can unilaterally terminate this contract for payment account with basic services only when at least one of the following conditions are met:

- the client intentionally uses the payment account for illegal purposes;
- there has been no transaction on the payment account for more than 24 consecutive months;
- the client has provided incorrect information to open a payment account with basic services in contradication with the requirements of the regulation for access to a payment account with basic services
- the client has subsequently opened a second account with basic services, which allows him/her to use the services listed in Article 4 of this regulation, when he already has a payment account with basic services;
- In case the Bank decides to terminate the contract for payment account with basic services, it informs the client, in writing and free of charge, of the reasons for the termination at least 1 month prior to the termination of the contract takes effect, unless such disclosure would be contrary to the objectives of general Insurance.
- Whereas, when the bank terminates the contract in the case when the client deliberately uses the payment account for illegal purposes, its termination takes effect immediately.
- **3.1** All terms of the Contract for individual banking services for standard clients with current accounts that are not included in point 3 of this contract and that are not om conflict with the general terms of the contract for individual banking services for clients with payment accounts with basic services will be applied accordingly to clients with payment accounts with basic services, while the general conditions of the contract for individual banking services will be applied accordingly to clients with payment accounts with basic services.

# **4. ACCOUNTS AND DEPOSITS INSURANCE**

**4.1** The National Commercia IBank is a member of the Kosovo Deposit Insurance Fund (FSDK), therefore the deposits/accounts placed in the Bank are Insured and compensated by this Fund, in case the Bank is liquidated.

**4.2** This compensation amounts to EUR 5,000 per client/depositor. This means that all client deposits/accounts are combined and all overdue liabilities>=1 day are deducted to calculate the compensation limit. Ife.g. a depositor has a term depositof EUR 20,000 and a currentaccount fEUR 6,500 and has an overdue liability>=1 day in the amount of EUR 21,000, the client will be compensated EUR 5,000. The method of compensation and calculation of the amount of compensation will be done in full harmony with the provisions of the Law in force on the Establishment of the System for Insurance of Deposits of Financial Institutions in Kosovo.

**4.3** In the case of joint deposits, the amount of the deposit is dividend in disured in equal parts. The limit of EUR 5,000 applies to each depositor for the calculated amount of his deposits.

**4.4** All deposits that are in foreign currency USD, CHF, GBP, ALL, TL, XAU (reflected as XGU, acronym meaning Gram Ari) are converted to EUR at the oficial exchange rate of the European Central Bank, in the day the bank goes into liquidation.

**4.5** In general, all depositors, individuals and legal entities, are protected by the Deposit Insurance Fund of Kosovo. All exceptions to this protection are defined in the law "On Deposit Insurance", and can be found on the oficial website of the FSDK: www.fsdk.org.

**4.6** Deposit Insurance Fund of Kosovo, Address: Str. Pashko Vasa p.n, 1st floor, "Qyteza Pejton" Neighborhood, 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, oficial website www.fsdk.org, is responsible for carrying out the compensation proces within 30 days in case of revocation of the license and closure of the bank by the Central Bank of the Republic of Kosovo (CBK). If they are not compensated within this period, you should contact the Deposit Insurance Fund of Kosovo.

# 5. CURRENT AND SAVINGS ACCOUNT

# 5.1 Terms of Account Opening and Use

**5.1.1** In accordance with the gjeneral conditions for individual banking services, the Bank opens current accounts in the currencies EUR, USD, CHF, GBP, ALL, TL and XAU(XGU) and savings accounts in the currency determined according to the pricelist in force, offering the Client the opportunity to perform at any moment banking actions such as; deposits, withdrawals and/or other services related to the bankaccount.

5.2 Special conditionsfor the account in the currency Ari

**5.2.1** In this document and all other documents related to the Ari account, the acronyms XAU and XGU represent Gram Ari.

**5.2.2** The bank will operate the gold currency in the current account by displaying the transactions in the account balance in grams of gold.

**5.2.3** Current account in XAU (Gram Ari) is an account from which the client can not benefit from interest.

**5.2.4** The current account in XAU (Gram Ari) can be used by the client for currency conversion and transfers within the bank, but the no way to make make withdrawals, outgoing transfers with other banks and withdrawals from the debit card.

**5.2.5** The account maintenance fee will be disclosed in the applicableTerms of Service / i.e. so pricelist in the bank'swebsite.

**5.2.6** XAU currency (Gram Gold) is convertible for purchase and sale in all currencies that the Bank operates at any time.

**5.2.7** The client agrees that the withdrawal from the current account in gold can be made in the EUR currency at any time, while in other currencies depending on the availability in that currency. For currencies other than EUR, the client is obliged to notify the Bank in writing at least one workingday in advance.



**5.2.8** The client agrees to deposit in his/her current account non-physical gold, purchased from gold markets that the bank considers safe;

**5.2.9** The client agrees not to ask the bank to deposit/withdraw physical gold to his/her account until the Bank offers this service;

**5.2.10** The client agrees that the reference price for gold will be obtained from Bloomberg or Reuters at the time of purchase or sale (in case of withdrawal from the gold account);

**5.2.11** The type of non-physical gold means gold with 100% purity, the client is aware that the price of gold is variable at any time and beyond the bank's control. The client does not request compensation from the bank 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;

# 5. LLOGARI RRJEDHËSE DHE E KURSIMEVE

#### 5.1 Terms of Account Opening and Use

**5.1.1** In accordance with the gjeneral conditions for individual banking services, the Bank opens current accounts in the currencies EUR, USD, CHF, GBP, ALL, TL and XAU(XGU) and savings accounts in the currency determined according to the pricelist in force, offering the Client the opportunity to perform at any moment banking actions such as; deposits, withdrawals and/or other services related to the bankaccount.

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**5.2.8** The client agrees to deposit in his/her current account non-physical gold, purchased from gold markets that the bank considers safe;



**5.2.9** The client agrees not to ask the bank to deposit/withdraw physical gold to his/her account until the Bank offers this service;

**5.2.10** The client agrees that the reference price for gold will be obtained from Bloomberg or Reuters at the time of purchase or sale (in case of withdrawal from the gold account);

**5.2.11** The type of non-physical gold means gold with 100% purity, the client is aware that the price of gold is variable at any time and beyond the bank's control. The client does not request compensation from the bank 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;

#### 5.3 General conditions of Current Accounts and Saving

#### 5.3.1 Current Account

**5.3.2** The current account enables client s to carry out all banking transactions and provides access to their Money through the debit card. This account does not offer interest on the balance held. The current account is a basic product in the creation of the client'srelationship with the bank, enabling him to perform various financial actions, fulfill various requests and needs, which are related to this account. BKT offers the current accountfor all categories of client s and in different currencies defined by the Terms of Business / Price.

#### **5.4 Saving Accounts**

**5.4.1** The savings account enables the accumulation of free funds that the client keeps in the bank and does not aim to use them in the short term. This account is provided for the purpose of storing funds and benefiting from the interest paid by the bank.

#### 5.5 Saving Accounts- Standard

**5.5.1** Saving accounts are accounts that offerinterest and can be used by the client for deposits, unlimited withdrawals, acceptance of incoming transfers, crediting throughAutomatic Order, but no way to make payments, outgoing transfers from the client 's account, disbursement of credit, connection or payment ofCredit/Debit Card or debit through Automatic Order. To open a savings account, the client must open a checking account in advance (except for the savings account for children) and has the right to deposit funds into the account of savings which is separatë from all current accounts. The deposit in the savings account can be in different forms, cash deposit, transfer from the client's account, transfers from third parties or deposit by periodic order.

#### 5.6 Saving account – Point

**5.6.1** Saving accounts are accounts that offer interest and can be used by the client for deposits, unlimited withdrawals, acceptance of incoming transfers, crediting through Automatic Order, but the aset for making payments, outgoing transfers from the client 's account, disbursement of the loan, connection or payment of the credit/debit or debit card through Automatic Order. To open a savings account, the client must first open a current account (except for the children's savings account) and has the right to deposit funds in the savings account, which is separate from all current accounts. The deposit in the savings account can be in different forms, such as; cash deposit, transfer from the client's account, transfers from third parties or deposit by periodic order.

**5.6.2** The bank offers the "Point" savings account as a special product for all categories of Individual (adultsand children) and Business client s. This savings account is offered on the condition that the account balance has a specific value which is determined by the current Terms of Service which are variable. The savings account "Point" calculates interest only on the minimum value determined by the working conditions / pricelist, while for accounts with a balance lower than the minimum determined in the bank's pricelist, the bank will not calculate interest.

#### **5.7 General Conditions**

**5.7.1** The client agrees that the bank reserves the right to change the interest rate and other conditions and for any change of conditions the client will be informed in advance (1) month through the publication of its pricelist by notifying the client through the mailbox on our platform electronic e-Banking or SMS or email (e-mail) or mail or other more suitable forms of notification, by posting a notice in any of the Kosovo news papers and/or other media and/or on our website www.bkt -ks.com and/or in our bank branches and/or by notifying client s personally as it is the practice which may be by email, or by other appropriate methods depending on the information that the notification will contain. Annual Interest Rate and the effective interest rate for the savings account is disclosed in the oficial bank statement attached to the gjeneral conditions for individual banking services.

**5.7.2** If the Client has liabilitys to the Bank, as a result of credit/bail relationships, the Bank reserves the right to freeze the payment of the account balance and interest when applicable. In this case, the Bank has the right to seek the issuance of an execution order by the Court or the Private Executor, according to the procedure provided by law for the effect of the debtor client's liability. At the same time, the Bank, in compliance with the laws in force, has the right to impose conservative or executive freezes/seizures on this account, based on the order of the authorities that have been granted this power by law.

**5.7.3** The bank has the right to limit access to the client's bank account without prior notice, limiting access to the account partially or completely in the following cases:

- a) the client violates any of the terms of this contract;
- **b)** if the blocking of the account is required by law or by the court, private bailiff, TAK or any other institution authorized by law
- c) if your account or the services provided have not been used for a certain time that the bank deemsreasonable, your account will be inactive and in this case your account can only be used for credit purposes and for debit purposes the account will be able to be used after you havepreviously appeared at the Bank's branch.

**5.7.4** The bank has the right not to offer its services and products, or to terminate relations with the existing client in the following cases. In case of termination of the relationship, the client is notified by the bank in writing at least 15 days in advance:

- a) if he reasonably suspects that the client has provided falsified information;
- **b)** it is reasonably suspected that the client's account is being used for ilegal purposes or to facilitate crime;
- c) the custome rbehaves in a threatening or violent manner towards the bank staff;
- d) it is believed necessary to protect the bank or group from material losses or costs that are not due to the bank's error
- e) if the reputation of the bank is negatively affected
- f) in all cases where the bank assesses that the client's actions conflict with the bank's internal policies and procedurës and in cases where, from a business perspective, it is con-

sidered reasonable not to provide banking services and close the client's account due to non-payment of fees of the account or the balance is reduced to the extent that it is not enough for even maintenance fees.

**5.7.5** If the client's name is listed by the Office of Foreign Assets Control of the US Departmentof the Treasury and/or the name is in the meantime placed on such a list (or any other list of a similar nature) until the client is a client of the Bank, the Bank reserves the right to terminate the relationship immediately, without warning. This means that all client accounts will be closed immediately and/or any other liabilities that the client may have to the ban kmust be settled immediately.

**5.7.6** Account closure can also be done by the client through a written request addressed to the bank through its physical branches stating the reasons for closure, except in specific cases when this request cannot be implemented due to established restrictions by a law enforcement authority or other circumstances that make it impossible to close the account.

**5.7.7** Upon account closure, regardless of the reason for closure of that account, or termination of service, the client shall pay any debt it may have to the bank and notify third parties with whom it has agreements regarding the account(s). The bank takes no responsibility for possible loses that may be caused by closing the account and it is the client's responsibility to find a solution.

**5.7.8** The Bank, in compliance with the legal liability, insures the Client's accounts and deposits with the Deposit Insurance Fund of Kosovo in the form and measure determined by the Law in force, referring to section III of the gjeneral conditions for individual banking services.

**5.79** The client can obtain informationon the actions performed onhis/her account through the statement of the account, which can be obtained at his/her request in the branch or through other distribution channels of the Bank, such as the Branch Internet, ATM, e-mail, etc. The client accepts that in the event of a claim regarding the statement of the account received through one of the above channels, the data and actions of the account in the Bank's system will be taken as a basis.

**5.7.10** The bank undertakes to fulfill payment orders from the account, with amounts not greater than the balance of the current account.

**5.7.11** If no action is performed on the account by the client himself or by third parties for a period of 1 (one) year, the account will go into a passive (dormant) state. The bank reserves the right to close the passive account with 0 (zero) balance.

**5.7.12** The client agrees that starting from the date of signing/announcing the gjeneral conditions for individual banking services, all his/her accounts in the Bank will be subject to those conditions as they are in force.

# 5.8 Calculation of Interest and Provision

**5.8.1** The bank applies interest to the account according to the effective interest working conditions published by it on the official website www.bkt-ks.com, as well as in its branches. The Effective Interest Rate will be calculated as defined in the effective interest rate regulation and disclosure requirements. Due to the fact that the nominal interest rate can be changed by the Bank, the Effective Interest Rate is not disclosed in this document but only in the bank's official price list which is disclosed and accessible to the public at any time. Pursuant to the conditions of the tax legislation of the Republic of Kosovo, the Bank is obliged to withhold tax on the income from the account interest that the Client benefits from in the case of the savings account (of any type) for each interest payment made to the client the bank will withhold 10% with holding tax approved by law and applicable at the time of payment. The bank applies provisions to the account according to the Working Conditions in force published by it on the official website www. bkt-ks.com for the change of which the client will be informed as provided in the general conditions for individual banking services.

#### 5.9 Calculation of interest for Saving Account – Standard

**5.9.1** The interest, when applicable, is calculated on daily balance. The method of interest calculation is: "Daily balance x annual rate/365 (or 366 for leap years)". Interest accrued during the year is added to the account balance onDecember 31 of each year or on the date of account closure, if the account is closed.

**5.9.2** The bank offers different savings accounts for children. The interest is calculated until the date when the client turns 18, aftër this age the bank does not apply interest for the savings account for children and the client is obliged to close the account. The client can open another savings account at his choice and transfer all the funds to the new account. The bank is not responsible for not applying interest to the account of children after the age of 18.

#### 5.10 Calculation of Interest for the Saving account - Point

**5.10.1** Interest when applicable to the "Point" saving account is calculated on the daily balance. The method of interest calculationis: "Daily balance x annual rate/365 (or 366 for leap years)". The calculated daily interest is added to the account balance at the end of each day, reflecting in the account at the beginning of the following day.

**5.10.2** The bank offers the "Point" saving account for children, where the interest is calculated until the date when the client turns 18 years old, after this age the bank does not apply interest to the "Point" savings account for children and the client is obliged to close the account. The client can, at his choice, open a "Point" savings account to increase and transfer all funds to the new account. The bank is not responsible for not applying interest to the account of children after the age of 18.

# 6. OVERDRAFT

#### 6.1 Opening the Overdraft Limit:

- a) The Bank agrees to open an Overdraft/Bank Advance limit to the Client, according to the Bank's current practices, which will be used for the Client's personal needs.
- **b)** The Overdraft limit will be given to the Client who has a payment 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 salary account and its use will create a debit balance in this account.
- c) The Client has the right to request a change of the Overdraft limit by submitting a written request to the Bank
- d) In the case of changing the Overdraft limit, it is not necessary to sign an additional contract.
- e) The decision to approve or reject the Client's request for changing the Overdraft terms remains the right of the Bank.

# 6.2 Overdraft Term

6.2.1 The Overdraft limit is valid as long as the following conditions are met:

- a) The employing entity continues the salary transfer relationship with BKT and the Client's salary is paid through it, and;
- **b)** The Client continues the employment relationship with the same Employer Entity, in which he was employed at the time of the Overdraft application.
- c) If one of the above conditions is not fulfilled or changed, then all the Client's liabilities (debt balance and accumulated interest) must be paid without any special notification of the Bank

#### 6.3. Overdraft Interest and its repair

**6.3.1** The Client willpay the Bank: a) the unpaid part of the principal consisting of the Overdraft limit; b) the interest that comes from the use of the Overdraft limit, starting from the day of the first withdrawal until the moment of repayment when the Overdraft amount is fully liquidated and deposited in the Bank. The interest will be calculated on the utilized principal of the overdraft, for how many days thisaccount has had a negative balance and will be paid at the end of each month. The interest calculation formula is as follows:

Interest = (Debit Balance) x (Annual Interest Rate)/100 x (No. Days of Use)/360

6.3.2 The interest rate is disclosed in the bank's pricelist.

**6.3.3** The client is aware and accepts the fact that in case of using the Overdraft limit, any crediting of his salary account will go to the

liquidation of the liabilitys, according to the following order:

- a) provisions, expenses and interest on them;
- b) compensation as a result of imposed taxes and interest on them;
- c) interest in order: late interest, contractual interest;
- d) principal amount.

**6.3.4** The Client is aware and accepts the fact that the Bank has the right to debit the Client's salary account for the amount of interest accrued

every month, even in cases where the account balance is insufficient.

**6.3.5** The effective interest rate (EIR) expresses the total cost for the overdraft and is calculated with the assumption that:

- a) the overdraft contract is valid for the agreed period and the parties fulfill their liabilities according to the terms and date agreed in this contract and the percentage of interest and other expenses that are included in the calculation of the NEI remain unchanged throughout the period that the limit of Overdraft is open.
- **b)** NEI for the overdraft is equal to the nominal interest rate, more detailed information is included in the Overdraft agreement.

# 6.4 The client's rights and liabilities

**6.4.1** The Client has the right to debit the salary account up to the Overdraft limit approved by the Bankand for which he will pay interest according to the conditions defined in the gjeneral conditions for individual banking services and the Overdraft contract.

**6.4.2** To notify the Bank in writing of any eventual change in personal, professional and financial status within 10 working days.

**6.4.3** Exceptionally, the Bank will not offer credit products to the client with payment accounts with basic services.

#### 6.5 The Bank's rights and liabilities

**6.5.1** The Bank will offer the Client the Overdraft limit according to the gjeneral conditions for individual banking services.

**6.5.2** The Bank has the right to debit the Client's salary account for the payment of late interest, monthly interest and principal.

**6.5.3** The Bank has the right, in cases where the Client does not fulfill the liability for timely payment of the Overdraft, interest and late interest, to debit on its own initiative the current accounts or any deposit that the Client has with the Bank in the amount of the unpaid liability and if at the moment of delay in fulfilling the liability, the client has a negative balance in the account, the Bank has the right to block the account in the amount of the client's liability to the Bank.

#### 6.6 Closing the Overdraft

**6.6.1** The Overdraft contract ends with the termination of the contract by the parties after all contractual liabilitys have been fulfilled by the client.

**6.6.2** The Overdraft Limit is closed within 1 (one) month from the date on which the Bank is notified of:

**6.6.3** Termination of the salary transfer contract through the Bank by the employing entity; **6.6.4** Termination of the Client's employment relationship with the Employer Entity;

**6.6.5** Or in case there is no prior notification for one of the above cases (a) and (b), 3 (three) months from the day of the last crediting of the salary to the Client's account. In this case, the Client agrees to pay all the liabilitys within the deadlines defined above.

**6.6.6** The Bank has the right at any time that it considers this loan risky, without giving any reason, to close the Overdraft account and ask the Client to pay the entire resulting debit balance in his account at that moment, within two weeks.

**6.6.7** The Client may at any time request the closure of the Overdraft by applying in writing to the Bank, aftër having liquidated all liabilitys arising from the use of the Overdraft.

**6.6.8** This Overdraft Contract and any additions or changes related to it, entitle the Bank to realize and execute all authorizations arising from this contract.

# 7. CREDIT CARD

#### 7.1 Initial Conditions

**7.1.1** The Master Card/Visa credit card issued by the Bank shall be subject to the Bank's Terms and Conditions.

**7.1.2** Based on the Laws applicable in Kosovo, the Regulations of the Central Bank of Kosovo and in accordance with the rules applicable to Master Card/Visa, by signing the gjeneral con-



ditions for individual banking services, the cardholder declares that he has read and understood the conditions of the Bank for the cards and undertakes to comply with them.

**7.1.3** The Bank has the right to change the conditions of the cards in the future by informing the Cardholder in advance about these changes through notification by SMS, e-mail as well as on its oficial website www.bkt-ks.com and publications in all Bank branches. If the cardholder does not object to the terms in writing within 30 days, then the changes will be considered accepted by him.

**7.1.4** The card belongs to and remains the property of the National Commercial Bank, the cardholder is forbidden to transfer it to others, or to give it to them for use, and isobliged to return the card to the Bank if this is required.

**7.1.5** After the expiration of the card, the holder returns the card to the issuer within the specified period of 30 days.

**7.1.6** For payments/withdrawals that are not made in EUR but in other currencies at the ATM/ POS/Online, the exchange rate of that day (the day of the transaction) is applied.

**7.1.7** The application of provisions and expenses related to the realization of transactions and not only are disclosed in the bank's oficial pricelist.

**7.1.8**.Exceptionally, the Bank will not offer the creditcard product to the client with payment account with basic services.

#### 7.2 Card issuance

**7.2.1** If the cardapplication is approved by the Bank, the latter opens a linë of credit and notifies the Cardholder of the amount at the time of handingover the card.

**7.2.2** The cardholder must personally receive the card and the corresponding PIN. If the card is not received by the client within a certain period, the Bank has the right to destroy it.

**7.2.3** Upon receipt of the card, the cardholder must immediately sign on the card's signature panel (strip) (back of the card) to provide a comparative basis of the signature in case of objections.

**7.2.4** The client will be provided with a 4-digit PIN via SMS, if he does not receive the 4-digit number (PIN) within 24 hours, or if he forgets or loses the PIN, he must visit us at the nearest branch nearby or contact +383 (0) 38 666-666 or +383 (0) 38 222–988. Sometimes we c anonly issue a replacement PIN, but in other cases we may need to issue a new card. A card or PIN replacement fee may be required and youmust follow the procedurës for obtaining a replacement card or PIN.

**7.2.5** The client can change his PIN through the ATM terminal, with a new PIN that only he knows about.

#### 7.3 Use of the Card

**7.3.1** The cardholder can use the card for purchases at all merchants and online wherever they accept cards with the logo on the card, as well as to withdraw cash from ATMs of institutions licensed for this purpose or from e-banking, both within the territory of the Republic of Kosovo and abroad.

**7.3.2** All transactions carried out via the card at POS/EFTPOS (Electronic Fund Transfer Point of Sale) and ATM terminals, where the card is physically present, as well as via the Internet, telephone or other electronic means of communication in which the card is not physically present, they are considered as use of the card.

**7.3.3** When using the card to pay for purchases (goods or services) via POS, if requested by the merchant, the cardholder isobliged to prove his identity.

**7.3.4** The order given by the Cardholder for the authorization of a transaction can only be returned before the authorization of the transaction.

**7.3.5** It is forbidden to use the card for abusive, ilegal purposes, including the purchase of goods and services that are prohibited according to the laws in force of the country where the transaction is carried out, the law where the Merchant is located, the laws where the Cardholder is normally resident or the laws that regulate the general conditions for banking business. This may lead to criminal prosecution of the Cardholder, who also bears full responsibility for the damages caused. The cardholder also bears full responsibility for damages caused to him or third parties by making purchases/paying for the aforementioned services, for example, relieving the Bank of any responsibility or liability in case of such use.

**7.3.6** If unauthorized use is suspected, the Cardholder may request the Bank to block the card, through the BKT Call Center service: at +383 (0) 38 666-666 or +383 (0) 38 222-988

**7.3.7** Each transaction will be considered fulfilled by: placing the Cardholder's signature on the invoice issued by the POS/EFTPOS devices, by entering the PIN in the ATM or POS/EFTPOS, by placing the order via the Internet, telephone or electronic means other electronic communications.

**7.3.8** The Cardholder is obliged to keep the PIN of his card confidential from other persons, exempting the Bank from responsibility for any kind of damage caused by the disclosure and use of the PIN by third parties.

**7.3.9** 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 asked to set the unique card data and after this step is asked to set the FNP (one-time password) which will be received via SMS on the mobile phone, the four-digit FNP received with the transaction details serves as a unique identifier in online/internet purchases. Cardholders should ensure their phone details are updated with the bank as this will enable them to successfully complete the online/online purchase. Any other action relieves the Bank from responsibility and the Cardholder cannot dispute any damage caused to the Bank due to his actions or omissions.

**7.3.10** The Bank can determine restrictive limits for the purchase of goods and services at the POS, on the Internet as well as forCashwithdrawals.

#### 7.4 For transactions by means of Installment Payment:

**7.4.1** The CreditCard Installment Program, hereinafter referred to as Installment Payment, enables the Cardholder to make purchases in monthly installments using the available limit of his card, for goods and services that are marketed from the point of sale determined by the Bank, for the number of installments and conditions determined by the Bank.

**7.4.2** Installment payments under normal conditions include the possibility of purchasing in installments with interest of 1.15% monthly interest per installment which is disclosed in the Card Terms and is called the Monthly Installment Interest. In other cases, the Cardholder benefits from special offers with 0% interest rate for Installment Payment, for specified periods at identified merchants, as published and communicated by BKT from time to time to clients.

**7.4.3** Cardholders can make purchases with Installment Payment for goods and services whose price is at least 15 EUR.

**7.4.4** The monthly installment (which contains principal and interest) will be billed to the Cardholder in the next Monthly Statement where the expense is included and every subsequent month until full payment of the purchase price and interest. The monthly installment is part of the monthly liability like any other expense.

**7.4.5** The Bank reserves the right to exclude any Cardholder from further participation in the Installment Payment Program, in case it deems that the Cardholder has violated one or several of the card's conditions. The suspension and exemption from payment in installments does not lead to the closure of transactions completed and accepted by BKT before this decision.

**7.4.6** The number of installments, the value of each installment and the duration of the Installment Payment cannot be changed without the approval of the Bank.

**7.4.7** In the case of receiving notification of an early repayment, the Bank will charge the Cardholder's account with the amount of the remaining installments, deducting the part representing the interest from the Early Settlement Date until the end of the period provided for the Payment with installments.

#### 7.5 For the Prima Extra Program

**7.5.1** The Prima Extra program enables the Cardholder to earn bonuses (in the form of monetary values or points) for purchases made at merchants predetermined by the Bank.

**7.5.2** The amount of the bonus or earned points varies according to the Bank's agreemnt with the merchant (usually defined as a percentage of the purchase amount) or according to the Bank's offer announced in communications withCardholders. Collected and spent bonus/point amounts will be displayed in the Cardholder's Monthly Statement

**7.5.3** The bonus earned from the additional card will belong to and be valid for use on the additional card.

**7.5.4** The Bank reserves the right to refuse any use of the bonus or cancel any amount of bonus/ points if the Cardholder violates the gjeneral conditions for individual banking services, if his cardis cancelled/closed or the account linked to the card is not active.

**7.5.5** The Bank has the right at any time and without prior notice or liability of any kind to terminate the program, cancel or change bonus benefits, change, add or remove any of these terms and conditions, remove or change partner merchants of the Program, modify or limit the value of the bonuses and/or the manner of their use, although none of these acts reduce the value of the bonus/points already accumulated. All matters and disputes shall be subject to the final decision of the Bank.

#### 7.6 Procedure in Case of Loss/Theft/Abuse of Cards

**7.6.1** In case of loss/theft, abuse of the card, or in case of confiscation of the card from the ATM, the Cardholder is obliged to immediately notify the 24-hour emergency number of the BKT Call Center: at +383 (0) 38 666-666 or +383 (0) 38 222 – 988. The numbers are also on the back of the card.

**7.6.2** The Bank will take the necessary actions to block/suspend or cancel the card both in cases where it is notified directly by the Cardholder and without the latter's request, in case the Bank has 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 the situation or his will.

**7.6.3** The canceled card will be replaced with a new card with the Bank's approval. The expenses for the replacement of the card will be kept from the Client's account or from the Bank depending on the case

**7.6.4** The client is obliged to notify the bank immediately in the following cases: he notices any abuse, fraud regarding his PIN/password, the card transaction was carried out without obtaining approval from the holder, he notices an error or discrepancy in the account his next to the launcher.

#### 7.7 Validity and Renewal of the Card

**7.7.1** The card is valid within the time limit set on the card (expiration period) in the limits and for those operations allowed by the Bank.

**7.7.2** The card is renewed by the Bank one month before the expiration date. If the Cardholder does not want his card to be renewed, he must inform the Bank at least two months before the card's expiry date, otherwise the renewal will be considered accepted. The bank has the right to cancel the renewal of the card when it sees fit, without necessarily being obliged to give explanations.

7.7.3 The Cardholder and/or Guarantor are responsible for all costs resulting from card renewal.

#### 7.8 Repayment of Liabilitys

**7.8.1** The Cardholder agrees in advance that all amounts of transactions carried out by means of the card and all related fees arising from the use of the card will be considered the liability of the Cardholder and will be debited from his account related to the card.

**7.8.2** Cash purchases and withdrawals in foreign currencies will be billed in EUR converted according to the Bank's exchange rate on the day of the transaction.

**7.8.3** The cardholder is informed about the transactions carried out by the use of the card and the fees imposed for these transactions through the Monthly Statement which is sent via e-mail

or at the client's request can be obtained in print at the Bank's branches, as well as through the Branch's account Internet.

**7.8.4** The amount and type of fees will be specified in accordance with the working conditions of the Bank, at the time of the transaction.

**7.8.5** The Payment end date is the last date on which the minimum monthly payment must be paid. The Minimum required is the minimum amount of the total liability that results in the Monthly Statement and is mandatory to be paid by the last payment date. If it is not paid on time above the minimum required, then provisions and penal interest are applied.

### 7.9 Objection of Transaction

**7.9.1** The cardholder has the right to dispute/complain in writing about any transaction no later than 30 days from the date of the transaction. The Bank will handle the case in accordance with Master Card/Visa rules.

**7.9.1** The amount of the disputed transaction will not be deducted from the Cardholder's liabilitys until a decision is made. The Cardholder is in any case obliged to settle the liability and if the complaint results in the Cardholder's favor, he will be reimbursed by crediting the same amount as on the date of the transaction.

#### 7.10 Responsibilities of the Bank and the Cardholder

**7.10.1** The cardholder bears full responsibility for transactions carried out using lost/stolen or misused cards, until the moment of notification to the 24-hour emergency number designated by the Bank. After the notification, the Client no longer bears financial responsibility for the ascertained losses, except in cases where he acts with abusive intentions.

**7.10.2** The cardholder of the main card has full responsibility towards the Bank for the total liability arising from the use of the main card and/or additional cards.

**7.10.3** The cardholder is responsible for the authenticity of the account data when completing the application on behalf of himself and the person authorized by him, as well as for updating these data in case they change

**7.10.4** The cardholder is responsible for any type of forgery of his signature or/and transaction documents.

**7.10.5** The Cardholder recognizes all liabilitys regardless of the originality of the transaction documents and his Signatures.

**7.10.6** In case of use of the card by third parties, the Cardholder/Guarantor is obliged to accept all liabilitys arising from this use (amounts of transactions carried out, interests, commissions, late interest, etc.).

**7.10.7** If the Cardholder dies, the guarantor or his successors accept responsibility and payment of all card liabilitys.

**7.10.8** The cardholder bears no financial liability in cases where the card is used without the physical presence and/or electronic identification of the instrument itself, except in cases where he acts in conditions of fraud/negligence. The use of a confidential code or another similar means of identification are not sufficient to recognize the liability to the holder.

#### 7.11 Credit Card limit

**7.11.1** The Bank sets a certain credit limit and at the time of handing over the card informs the Client about the total limit approved in the application form in the "To be completed by the Bank" section. This limit can be changed at the request of the Cardholder and the approval of the Bank, or by the Bank informing the Cardholder of this change by individual notification via SMS and e-mail.

**7.11.2** The bank allows exceeding the card limit up to 10% above the total approved limit. In cases where we exceed the total approved limit, the Bank applies late interest in the form of the provision for exceeding the limit defined in the Card Terms, the provision itself is billed to the Cardholder in the Monthly Statement.

**7.11.3** The bank has the right to determine the cash withdrawal limit with the credit card and to change this limit at any time by notifying the cardholder via SMS notification, e-mail as well as on its official website www.bkt-ks.com and publications in all branches of the Bank.

**7.11.4** At the initial moment of delivery of the credit card to the cardholder, 50% of the total limit of the card will be available for online use on the Internet. The cardholder retains at all times the right to change this percentage, reducing or increasing it according to his needs from 0% to 100% by submitting a request to BKT branches or from the e-banking account.

#### 7.12 Credit Card Account

**7.12.1** The bank will automatically open a separate account for the specified credit, through which it will record the corresponding debits and credits for each action related to the use of the card and the charging of fees on it, as well as an account where the client makes card payments and according to the type of account and category of the client, the costs for maintaining this account will be applied.

**7.12.2** Based on the use of the card, once a month the Bank will calculate the liabilitys of the Cardholder, who will be responsible for the liquidation of this liability according to the monthly statement.

**7.12.3** In cases where during the month there were no actions on the card account or/and when the balance of the card account is positive, the Monthly Statement will not be prepared.

**7.12.4** The cardholder has the right to choose the cycle of issuing the Monthly Statement, cycle I (date 25 – statement of balance – 05 last date of payment) and cycle II (date 10 – statement of balance – 20 last date of payment) according to the terms that the Bank offers and is responsible for learning his liability before the last date of payment. Transactions that were not recorded in the sent monthly statement, will be recorded in the subsequent one. However, if there is a transaction that has not been registered within 30 days after it was carried out, the Cardholder is obliged to inform the Bank immediately.

**7.12.5** Based on the general conditions for individual banking services, the Monthly Statement constitutes a complete legal proof of the Cardholder's transactions and liabilitys to the Bank as a result of the use of the credit card (main or additional). Monthly statements belonging to additional cards will be sent to the main cardholder in the monthly statement of the main card.

# 7.13 Credit Card Liability and Interest

**7.13.1** The cardholder, regardless of his right to submit objections/claims, is obliged to pay off the liability invoiced in the Monthly Statement (at least its minimum amount) within the deadline set by the Bank.

**7.13.2** The minimum amount of the liability that the Cardholder must pay is defined as a percentage of the total liability and its rate is defined in the Card Terms. In cases where the Cardholder fails to pay the mandatory minimum, then the mandatory minimum in the new Monthly Statement is the mandatory minimum carried forward plus the current mandatory minimum.

**7.13.3** The interest rate is determined by the Bank and is subject to changes by it by informing the Cardholder in advance of these changes through notification by SMS or e-mail as well as on its official website www.bkt-ks.com and postings in all Bank branches. If the Cardholder does not object to the changes in writing within 30 days, then they will be considered accepted by him.

**7.13.4** If the Cardholder fails to pay the minimum amount due within the specified payment date, he is considered in delay.

**7.13.5** The bank has the right to initiate legal procedures for the mandatory execution of the general conditions for individual banking services, which is accompanied by the payment of the principal amount, accumulated interest and late interest on the amount of the principal debt/ overdue principal, that the Cardholder owes to the Bank.

**7.13.6** The calculation of the late interest rate will be the annual rate (Nv), which consists of the reference rate increased by 8 percentage points fixed rate. The reference rate will be published by CBK every six months. On February 1, the rate based on the average for the July-December period is published and is valid for the next period from February 10 to August 9; whereas on August 1 of the calendar year, the rate is published that takes as its basis the average for the January-June period and is valid for the next period from August 10 to February 9. In case the CBK has not published the new reference rate, the recently published reference rate of the CBK should be used.

**7.13.7** The late interest will be calculated for the amount of the principal in delay along the number of calendar days in delay depending on the number of calendar days of the year (365 or 366), applying the mathematical formula as follows:

# KV=(B \* Nv \* D)Nd

where:

KV - late interest for the accounting period;

B - Principal debt (principal) in delay;

NV - Annual rate of late interest;

D - The number of calendar days of late interest during the accounting period;

Nd – Number of calendar days of the year (365 days – common year, 366 days – leap year).

The late interest calculated for each accounting period (usually monthly) is added to the accrued interest, so the accrued interest is the total sum of all interest accrued for all overdue principal payments up to the day of calculation.

- The execution of the assets of the Cardholder, available at the time of declaring the impossibility of repaying the loan, including all other liabilitys, changes of any form, improvements, replacements and other contracts in accordance with this contract. - Payment by the Cardholder of all administrative, judicial, notarization, provisions, fees and costs for the negotiation, completion of the settlement and execution of the Bank's rights, including the collateral according to the contract.

## 7.14. Annual Fees and Other Charges for Using the Credit Card

**7.14.1** The cardholder pays the annual provision, interests and provisions for transactions performed, cash withdrawal expenses and other expenses related to the use of the card. He is informed in detail about these expenses through the Monthly statement.

**7.14.2** The annual commission is presented in the Cardholder's first Monthly Statement and in the respective Monthly statement of each subsequent year.

#### 7.15 Suspension of Use/Closing of Credit Card

**7.15.1** The Bank has the right to suspend the use of the credit card, to request the total liability, including unpaid installments if there are doubts that they will not be paid by the Cardholder (main and/or additional). The Bank has the right to request the blocked collateral (110% of the limit) or any asset (movable or immovable) of the Cardholder or the Guarantor to partially or fully pay the card liability.

**7.15.1** The closure of the card by the Cardholder is valid only if he notifies the Bank beforehand, settles any liabilitys related to the card and at the same time returns the card to the Bank for cancellation. A member of staff will destroy it by cutting through the magnetic strip, insurance number and card number so that they are unreadable. This will be done in front of you so you can be sure that the card can no longer be used, in which case all closing actions will be reflected in the following Monthly Statement.

#### 7.16 General Conditions for Credit Cards

**7.16.1** The Cardholder irrevocably authorizes the Bank to debit the Cardholder's account linked to the card, on the last day of payment of the liability, with the amount of the total liability or the minimum payment, without prior notice.

**7.16.2** When the Cardholder has one or more accounts with debit/credit balances in the Bank, by signing the general conditions for individual banking services, he irrevocably authorizes the Bank to debit, at its discretion, without prior notice, one of the accounts with the amount of his unpaid and/or delayed liability. While in cases where the credit is Insured by cash collateral, the Bank has the right to touch the amount left as a guarantee in all cases of non-payment of partial or total liabilitys by the Cardholder without the need for his or the guarantor's prior approval. The client is informed about these payments in the next monthly statement.

**7.16.3** The Bank does not interfere in the relations of the Cardholder with any third party and the latter has no right to raise any kind of claim to the Bank that he may have against third parties in relation to the transactions for which he used the card.

**7.16.4** The bank is not responsible for card or transaction rejections by merchants or financial institutions.

**7.16.5** The Client agrees and accepts that if the Bank deems credit Insurance reasonable, it has the right to ask the Cardholder and the latter has the liability to place a mortgage or Insurance lien.

**7.16.6** The cardholder and the guarantor accept without objection all liabilitys and costs arising from these liabilitys from the moment of signing the general conditions for individual banking services. All liabilitys mentioned above are accepted by the Cardholder and the guarantor jointly or separately.

**7.16.7** The Bank is not responsible if it is unable to fulfill the liabilitys arising from the terms of the cards due to the direct or indirect failure of machines or the communication system, strikes, major causes, or anything beyond the Bank's control.

# 7.17 Method of Calculation of Interests and Provisions

**7.17.1** The cardholder is charged with interests and provisions according to the payments he makes, the type and amount of the liability he covers with them (payments). All interest rates and provisions that may be applied are defined in the Card Terms at the top of the general terms for individual banking services.

**7.17.2** If the Cardholder repays the entire card liability before the Final Payment Date, no interest or commission is accrued to him, here the cases of cash withdrawals by credit card are excluded because daily interest is accrued.

**7.17.3** Late Payment Interest is calculated in cases where the Mandatory Minimum is not paid in full before the Final Payment Date or is not paid at all. It is calculated on the unpaid amount of the Mandatory Minimum, for as many days as it turns out to be uncovered at the rate defined in the Card Terms.

**7.17.4** Card interest is the normal credit interest that is applied to the card liability and is calculated in any case when the liability is not paid in full before the last payment date. It is calculated for the remaining part of the liability for as many days as it turns out to be uncovered at the rate defined in the Card Terms.

**7.17.5** Each payment of the card liability covers step by step the types of liability according to this priority:

- a) Provisions 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) Provisions and interests of the current period

7.18 For Nominal Interest Rate:

**7.18.1** The nominal interest rate expresses the annual rate on the basis of which the interest of the loan allocated through the credit card is calculated and is the loan interest in the Card Terms.

#### 7.19 For the Effective interest Rate

**7.19.1** The Effective Interest Rate (EIR) expresses the total annual cost of the loan that is allocated through the credit card to the client, expressed as an annual percentage of the value of the loan granted and calculated based on the following formula:

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

#### Where:

 ${f X}$  - is the EIR which can be calculated (by algebra or some computer program) when the other terms in the equation are known.

**m** - is the total number of loan installments, if the loan is used in installments, paid by the bank. **k** - is the consecutive number for loan installments, if the loan is used in installments, paid by the bank, therefore 1< k < m,

 $\mathbf{Ck}$  - is the withdrawal amount, the actual value of the loan made available to the client in period k,  $\mathbf{k}$  - t is the interval expressed in years and fractions of a year, between the date of the first withdrawal (the first installment of the loan) made available to the client (if the loan is used in installments) and the date of each subsequent withdrawal (each subsequent installment) of the loan made available to the client, therefore t1 = 0,

**m'** - is the total number of installments paid by the client for loan repayment and/or payment of expenses/fees;

I - is the consecutive 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, from the client in period I.

**IS** - is the interval, expressed in years or fractions of a year, between the date of the value of the first loan installment made available to the client (if the loan is used in installments) or the date of loan use, in case that the use of the loan becomes complete and the date of each installment for repayment of the loan and/or payment of the following expenses/fees paid by the client.

#### 7.20 For cash withdrawal credit card transactions:

**7.20.1** Cash withdrawal provisions inside and outside the country is applied as a percentage of the total amount (according to the rate announced in the Card Terms) cash withdrawn at ATMs inside the country, abroad or for advance payments from e-banking per transaction.

**7.20.2** Cash withdrawal interest is applied to each Cash withdrawal via card or advance from e-banking and is calculated for the total amount of Cash withdrawn from the day of Cash withdrawal (including the day of the transaction) until on the day of making the payment covering the withdrawal, with the Cash withdrawal interest rate specified in the Card Terms, the number of days (if the withdrawal is made during the weekend) is calculated from the previous business day.

# 7.21 Insurance

7.21.1 The client must:

- a) Keep the PIN and all details and Insurance devices confidential and take reasonable care of them, the card and the Insurance device in order to prevent their unauthorized use;
- **b)** The client must not save the PIN or password or Insurance data on his/her computer or mobile phone
- c) The PIN or password must never be recorded or used in a way that could result in them becoming known to another person
- d) The client must immediately inform the bank if he/she thinks that someone may know any of his/her Insurance data, or if the card is lost, or if it is stolen, counterfeited or if the Insurance is compromised even if it is not the fault of the client his/her

#### 7.22 Conditions for closing the Credit Card

**7.22.1** The Bank may close the client's card or terminate one or more services immediately if any of the following conditions apply. The Bank will make all reasonable efforts to inform clients immediately if any of the following cases apply:

- a) The client violates these conditions;
- b) The bank reasonably suspects that it has been given falsified information;
- c) The bank reasonably 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) The legal facts, certifications, declarations, affirmations, approvals and any other documents submitted are not true or were not made in the manner
  - and at the time provided in the general conditions for individual banking services.
- f) The approved Credit Card is used for a purpose other than that defined in the financing object.
- g) The cardholder is subject to bankruptcy procedures.
- h) The provisions of the general conditions for individual banking services are violated
- i) The actions and behaviors of the cardholder are clearly contrary to the law and this contract.
- **j)** The financial condition of the cardholder has deteriorated to the extent that it may make it impossible to repay the liability to the Bank.
- **k)** The cardholder is forced on the basis of a government order or authority to completely or partially replace its administrative staff or to limit/suspend fully or partially its activity.
- I) The current capital structure has undergone any essential negative change.
- **m)** In each of the above cases, the Bank reserves as a last resort the right of compulsory execution of the contract, which is accompanied by:
- n) Payment of the liability and accumulated interest that the Cardholder owes to the Bank.
- o) The payment by the cardholder of all administrative, judicial, notarization, commissions, enforcement fees, the completion of the proceedings and the execution of the Bank's rights.

# 8. DEBIT CARD

8.1 Initial terms for the Credit Card

**8.1.1** Based on the Law on the Payment System No. 04/L-155, Regulation of the Central Bank of Kosovo "On Electronic Payment Instruments" by signing this contract, the Cardholder declares that he has accepted in writing, read and understood the terms and conditions of the Bank for the cards and agrees with them.

**8.1.2** Master/Visa debit cards issued by the Bank shall be subject to the General Terms and Conditions in force published by it on the official website www.bkt-ks.com as well as in its branches, for the change of which the client will be notified as provided in the general conditions for individual banking services.

**8.1.3** The card belongs to and remains the property of the National Commercial Bank Kosova Sh.A. The cardholder is forbidden to transfer it to others, or give it to them for use, and is obliged to return the card to the Bank at its first request. After the end of the term, the holder returns the card to the issuer within the specified period of 30 days.

#### 8.2 Card Issuance

**8.2.1** Based on the Request of the Client holding a bank account, approved by the Bank, the latter issues a debit card to him, as well as to persons authorized in writing by him, in accordance with legal and banking regulations.

**8.2.2** The cardholder must personally receive the card and the corresponding PIN. If the card is not received by the Client within a period of 1 month from the date of notification, the Bank has the right to cancel it.

**8.2.3** Upon receiving the card, the Cardholder must immediately sign on the signature panel of the card to ensure the comparative basis of the signature in case of search-verification and/or objection.

**8.2.4** You will be provided with a 4-digit PIN 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 in other cases we may need to issue a new card. A fee may be required to change your card or PIN and you must follow the procedures for obtaining a changed card or PIN.

**8.2.5** The client can change his PIN through the ATM terminal, to a new PIN that only he knows about.

#### 8.3 Usage of the Card

**8.3.1** The cardholder can use the card to make purchases or to withdraw cash, at merchants, ATMs, deposits, bank branches or institutions licensed for this purpose, which accept cards with the logo cards, both within the territory of the Republic of Kosovo and abroad.

**8.3.2** All transactions performed via the card at POS/EFTPOS (PointofSale/Electronic Fund TransferPointofSale) terminals and ATMs where the card is physically present, as well as via the Internet, telephone or other electronic means of communication, in which card is not physically present, are considered card use.

**8.3.3** When using the card to pay for purchases (of goods or services) through the POS, if requested by the merchant, the Cardholder is obliged to prove his identity.

**8.3.4** It is forbidden to use the card for abusive, illegal purposes, including the purchase of goods and services that are prohibited according to the laws in force of the country where the transaction is carried out, the law where the merchant is located, the laws where the cardholder is a resident or to the law that regulates the general conditions for banking business. The cardholder also bears full responsibility for damages caused to him or third parties by making purchases/ paying for the aforementioned services, for example, relieving the Bank of any responsibility or liability in case of such use.

**8.3.5** If unauthorized use is suspected, the Cardholder may ask the Bank to block the card, through the 24-hour "CallCenter" service of BKT: +383 (0) 38 666 666. Each transaction will be considered fulfilled: with the signature of the Cardholder to the invoice issued by the POS/EFTPOS devices, with its confirmation via ATM, telephone or other electronic means of communication. Receipts received in any case must be kept at least until the payment is executed. The authorization given by the client to carry out a transaction, by signing or confirming it, cannot be revoked.

**8.3.6** The Cardholder is obliged to keep the PIN of his card secret from other persons, exempting the Bank from responsibility for any damage caused by the disclosure and use of the PIN by third parties.

**8.3.7** 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 au-

tomatically registered in the "Verified by Visa/MasterCardSecureCode" service. During the transaction the cardholder is asked to set the unique card data and after this step is asked to set the FNP (one-time password) which will be received via SMS on the mobile phone, the four-digit FNP received with the transaction details serves as a unique identifier in online/internet purchases. Cardholders should make sure to update their phone details with the bank, as this will enable them to successfully complete the online/internet purchase. Any other action relieves the Bank from responsibility and the Cardholder cannot dispute any damage caused to the Bank due to his actions or omissions.

**8.3.8** The Bank, referring to the Terms and Conditions, defines restrictive limits for purchases at the POS, on the Internet as well as for Cash withdrawals.

**8.3.9** The bank will hand over the PIN to the holder or the person authorized according to the laws in force in a sealed envelope, or through other forms that allow alternatives for giving the PIN in electronic form. The client can change his PIN through the ATM terminal, to a new PIN that only he knows about.

**8.3.10** For payments/withdrawals that are not made in EUR but in other currencies at the ATM/ POS/Online, the exchange rate of that day (the day of the transaction) is applied.

**8.3.11** The application of provisions and expenses related to the realization of transactions and not only are disclosed in the official price list of the bank.

# 8.4 Procedure in Case of Card Loss/Theft/Abuse

**8.4.1** In case of loss/theft/abuse of the card, or in case of confiscation of the card from the ATM, the Cardholder is obliged to immediately notify the number of the 24-hour "CallCenter" service of BKT: +383 (0) 38 666 666 This number is also found on the back of the card.

**8.4.2** The Bank will undertake the necessary actions to block (suspend or cancel) the card, both in cases where it is informed directly by the Cardholder, and without the latter's request in case the Bank has doubts about the legality and correctness of using the card. In these cases, the Bank is not necessarily obliged to notify the Cardholder or be influenced by the situation or his will.

**8.4.3** The client can apply for the reprint of a new card, which can only be obtained after the Bank's approval. The costs for reprinting the card will be borne by the Cardholder's account.

**8.4.4** The cardholder bears full responsibility for transactions carried out using lost/stolen or misused cards, until the moment of notification to the 24-hour emergency number designated by the Bank. After the notification, the Client no longer bears financial responsibility for the ascertained losses, except in cases where he acts with abusive aim.

#### 8.5 Validity of Card Renewal

**8.5.1** The card is valid within the time limit set on the card (expiration period), within the limits and for those operations that will be determined and allowed by the Bank.

**8.5.2** The card will be renewed by the Bank one month before the expiration date. If the Cardholder does not want his card to be renewed, he must inform the Bank at least 2 months before the card's expiry date, otherwise the renewal will be considered accepted.

**8.5.3** The renewal of the card will not be carried out in the following cases: if the debit card is not active, if the debit card is active and has never been used, if the main account of the debit card is in a passive (dormant) state, if The bank deems it reasonable, without necessarily being obliged to provide explanations.

**8.5.4** The cardholder is responsible for all expenses resulting from the renewal of the card according to the working conditions in force.

#### 8.6 Transacsions Liquidation

**8.6.1** The Cardholder agrees in advance that all transactions carried out by means of the Card and all related fees arising from the use of the Card will be debited from his/her account(s) linked to the Card.

**8.6.2** The Cardholder acknowledges and agrees that the amount of transactions carried out using the card at points of sale or ATMs will be his liability. The Bank is authorized to transfer the amount due from the Client's account to the Bank accepting the card.

**8.6.3** Purchases in foreign currencies will be invoiced in EURO currency, converted according to the Bank's exchange rate on the day of the transaction. Cash withdrawals in currencies other than the currency of the account from which the transaction is being performed will be billed in the account currency converted according to the Bank's exchange rate on the day of the transaction.

**8.6.4** The account holder is informed about the transactions made by using the card and the fees imposed for these transactions when the account is issued.

7.6.5 The amount and type of fees will be specified in accordance with the working conditions of the Bank, at the time of the transaction.

#### 8.7 Objection to Transactions

**8.7.1** The cardholder has the right to dispute/complain in writing about any transaction no later than 30 days from the date of execution of the transaction. The Bank will handle the case in accordance with MasterCard/Visa rules. The amount of the disputed transaction will not be deducted from the Cardholder's liabilitys until a decision is made. The Cardholder is in any case obliged to settle the liability and if the complaint results in the Cardholder's favor, he will be reimbursed by crediting the same amount as on the date of the transaction.

#### 8.8 Responsibilities of the Bank and the Cardholder

**8.8.1** The cardholder bears full responsibility for transactions carried out using lost/stolen or misused cards, until the moment of notification to the 24-hour service number designated by the Bank. After the notification, the Cardholder no longer bears financial liability for the ascertained losses, except in cases where the Cardholder acts with abusive intentions.

**8.8.2** The cardholder is responsible for the authenticity of the account data when completing the application on behalf of himself and the person authorized by him, as well as for updating these data in case they change.

**8.8.3** The cardholder of the main card has full responsibility towards 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.

**8.8.4** The cardholder is responsible for any type of forgery of his signature or/and transaction documents. The cardholder recognizes all liabilitys, regardless of the originality of the transaction documents and his signatures.

**8.8.5** The holder bears no financial liability in cases where the card is used without the physical presence and/or electronic identification of the instrument itself, except in cases where he acts in conditions of fraud/negligence. The use of a confidential code or another similar means of identification is not sufficient to recognize the liability of the holder.

**8.8.6** The client is obliged to notify the bank immediately in the following cases: he notices any abuse, fraud regarding his PIN/password, the IP transaction was carried out without obtaining approval from the holder, he notices an error or discrepancy in the account his next to the launcher,

**8.8.7** The cardholder is responsible for the authenticity of the account data when completing the application on behalf of himself and the person authorized by him, as well as for updating these data in case they change.

**8.8.8** In case of use of the card by third parties, the Cardholder is obliged to accept all the liabilitys arising from this use (such as payments for completed transactions, interests, commissions, interest delay, etc.).

# 8.9 Conditions for closing the Debit Card

**8.9.1** The Bank may close the client's card or terminate one or more services immediately if any of the following conditions apply. The Bank will make all reasonable efforts to inform the client immediately if any of the following cases apply:

8.9.2 These conditions have been violated;

8.9.3 The cardholder does not pay commissions or interest on time.

**8.9.4** The legal facts, certifications, declarations, affirmations, approvals and any other document submitted by the cardholder is not true or was not made in the manner and at the time provided in the general conditions for individual banking services.

**8.9.5** The approved Credit Card is used for a purpose other than that defined in the financing object.

8.9.6 The cardholder is subject to bankruptcy proceedings.

**8.9.7** The provisions of the general conditions for individual banking services are violated.

**8.9.8** The borrower's actions and behaviors are clearly contrary to the general conditions for individual banking services.

**8.9.9** The financial condition of the Cardholder has deteriorated to the extent that it may make it impossible to repay the liability to the Bank.

**8.9.10** The Cardholder is obliged by an order or government authority to replace fully or partially its administrative staff or to limit/suspend fully or partially its activity.

8.9.11 The current capital structure has undergone any essential negative change.

**8.9.12** In each of the above cases, the Bank reserves as a last resort the right of compulsory execution of the relationship with the client, which is accompanied by:

- a) Payment of the liability and accumulated interest that the Borrower owes to the Bank.
- b) The affordability of the Borrower's payment of all administrative, judicial, notarization, provisions, enforcement fees, completion of proceedings and execution of the Bank's rights.
- c) The bank reasonably suspects that the card is being used for illegal purposes or to facilitate crime;

#### 8.10 Insurance

8.10.1 The client must:

- a) Keep the PIN and all details and Insurance devices confidential and take reasonable care of them, the card and the Insurance device in order to prevent their unauthorized use;
- b) The client must not save the PIN or password or Insurance data on the computer or mobile phone;
- c) The client must never register or use the PIN or password in a way that it becomes known to another person;
- d) The client must immediately inform the bank if he thinks that someone may know any of the Insurance data, or if he loses the card, or if it is stolen or if the Insurance is compromised even if it is not his/her fault.

# 9. ELECTRONIC BANKING SERVICES

#### 9.1 Overalls

**9.1.1** Electronic banking services refer to all banking services without the Client's presence in a Bank branch.

**9.1.2** The electronic banking service offered by the Bank includes transactions that can be performed by the Client by connecting online/offline to the banking system or by authorizing the Bank, via telephone, internet, or other electronic means.

**9.1.3** The Client guarantees that all information provided to the Bank through electronic banking services regarding the transactions and services included in this section are true, complete and up-to-date, and bears responsibility for all types of damages that may result from information that is not true, complete and up-to-date.

**9.1.4** The client accepts and undertakes in advance to comply with the rules set by the Central Bank of the Republic of Kosovo according to the Regulation on Electronic Payment Instruments and by the "Guidelines on Insurance" provided in point 18 and "User Manual" published on the bank's official website. The bank may change the "Insurance Guide" and the "User Manual" at any time, depending on technological developments, making all changes public on the bank's official website.

**9.1.5** The client acknowledges that he is properly informed about all the risks he may encounter while using electronic banking services. The Bank guarantees that it will make every effort to prevent third parties who may aim to acquire the Client's password/s and personal data by using high technology and monitoring network intrusions. The client must choose a platform as secure as possible in the electronic tool that he will use to connect to the Bank's system, according to the instructions received from the Bank. The client is responsible for keeping passwords and personal data confidential.

**9.1.6** The Client must choose a platform as secure as possible in the electronic tool that he will use to connect to the Bank's system, according to the instructions received from the Bank. The client is responsible for keeping passwords and personal data confidential.

**9.1.7** The Client guarantees that it will carry out transactions in accordance with the Bank's electronic banking products and services, using the Insurance elements that prove the Client's authenticity, recognized securely by the Bank's system and by means of each Bank's authentication and accepts the Client's order without his signature being necessary. The client is aware of, accepts and recognizes the Insurance elements such as his signature.

**9.1.8** The Bank, in cases where it deems it reasonable and without prior notice to the Client, may expand or reduce the limits or level of electronic banking services, or stop and discontinue such services and/or products in full or in part. The client declares that he will not apply to the Bank for losses or damages that he may suffer from the interruption of the service.

**9.1.9** The client declares and accepts that the Bank will not be responsible for any direct, indirect, special, economic or other damages resulting from the misuse, lack of maintenance or malfunction of any equipment, computer, software, telephone, smartphone, tablet and other similar portables, used by the Client, or of his misuse of the User Code, Password, Internet Browser or for any other reason for which the Bank is not responsible according to the legislation in force.

**9.1.10** The Client declares and accepts that the Bank will not be held responsible in any case for failures that may occur during the use of electronic banking services, or in any possible case from interruptions or stops of services for technical reasons, or for errors, damages, losses, delays or interruptions caused by hardware, software and/or other elements or units of the electronic banking system, or for access to information by third parties

**9.1.11** The client agrees to the terms and liabilitys of the electronic banking services and undertakes to pay the Bank all the fees and payments determined and applied by the Bank for the electronic banking services provided, in accordance with the price list published on the bank's official website.

**9.1.12** The client can be register in the e-banking service from the Bank's official website www. bkt-ks.com, or in the BKT mobile application which you can download to your mobile phone on the operating system OS or Android. By signing this contract, the Client accepts the terms and liabilitys of online banking. To log in to e- banking for the first time, you must have a client number and an active BKT card. If you do not have an active card, as soon as you open your account, a unique code valid only for e-banking registration will be sent to you by SMS within 24 hours.

**9.1.13** The Client is aware and accepts that for any banking product or service that he will receive in the future through the Bank's electronic banking services, he will be subject to the terms and conditions of this contract and others that he will accept accordingly electronically when receiving the product/service. Also, the Client will accept any liability or responsibility arising from the use of the product/service obtained through the electronic banking service.

**9.1.14** The Client undertakes to notify the Bank immediately in the event of at least one of the following events:

- a) The instrument that enables the client to make electronic payments is destroyed, misused, lost, stolen, forged/copied;
- **b)** notices any abuse, fraud in relation to his PIN/password, which makes it possible for third parties to access his account;
- c) the transaction with the Instrument that enables the client to make electronic payments, was carried out without obtaining approval from the client;
- d) notices an error or discrepancy in his account with the Bank;

9.1.15 The client agrees that:

- a) not to write his PIN/password in a visible place that allows a third person to read it;
- **b)** not to cancel an order initiated through the Instrument that enables the client to make electronic payments, unless the amount is specified in the order
- c) provide complete and accurate data for identification purposes

**9.1.16** The notification for the cases foreseen in point 13, is made through different means of communication made available to clients.

**9.1.17** The user of the banking application agrees to receive notifications from this application from the device where he/she last logged in.

**9.1.18** Communication through electronic banking channels with BKT is valid and accepted in writing by the client.

# 9.2 Safety Instructions

9.2.1 The Client must ensure that they change their password regularly.

9.2.2 The client must not give the user name and password to other persons.

**9.2.3** Passwords and Insurance codes must be kept secret. These should not be written down or given to other people to use, nor should they be given over the phone or via email. Make sure no one can see you while you are typing your password or PINs. Passwords should be chosen so that they are not easy to find or guess, as well as avoiding standard personal information such as: your birthday, your name or your relatives, etc.

**9.2.4** The client must take care not to allow other people to use his/her cards. They should be kept in a safe place and periodically checked if they are in order.

**9.2.5** The client must never provide confidential or personal data by email or any other means, even if the request appears to be from a legitimate, reliable source. BKT never requests personal data without the presence or prior consent of the client.

**9.2.6** The client should not provide other confidential information without confirming that the official website is secure. It should be checked that the address starts with https:// followed by the relevant name of the requested page and that the page shows a padlock in its bar somewhere below or above.

**9.2.7** The client must not allow any other person to use his/her device while the client is logged in to Internet/Mobile Banking.

**9.2.8** The Client must install anti-virus software and keep it up-to-date at all times. If it is not up-dated it is the same as if it does not exist at all.

9.2.9 The client must use a firewall to filter Internet traffic to and from the computer.

**9.2.10** The client must stay alert for Insurance updates provided by reliable software manufacturers and implement them in accordance with the instructions provided.

**9.2.11** The client must not Access any links or payments that require him/her to provide sensitive personal or confidental information or allow banking transactions to be carriedout. The full address of the page that the client wants to access in the respective browser must always be written.

**9.2.12** The client must not open e-mail messages without checking the identity of the sender and the subject. If there is any doubt about the origin of the message, it should be deleted immediately and no file or attached document that the email message may contain should be opened.

**9.2.13** The banking clients not to make any banking transactions on computers open to the public (eg internet cafes). Different types of programs enable hackers to access account information and personal data through computers that are open to the public.

**9.2.14** Care should be taken not to use websites that are open through email or other platforms. Internet Banking should not be accessed through any other site.

**9.2.15** After the client enters Internet / Mobile Banking, he will be informed about the date and time of the last access to the main page. From this information it can be checked whether the account has been used by another person, after the last use by the client.

**9.2.16** The account must be monitored. The accounts should be checked at least every two to four weeks. If the client is used to the traditional way and receives the account statement paper, it is recommended to read it within two weeks after arrival.

**9.2.17** The client must keep the devices he uses to access online banking well Insured. It is necessary to ensure that every device (tablet, smartphone, PC, laptop, etc.) used to access online banking is updated in terms of Insurance. This includes software such as anti-malware\anti-vi-rus\firewalletc. Youmustusepiratesoftware. Devices with a password must be locked, and it must be ensured that the client has exited the site if they have completed online banking

**9.2.18** Any incident or any doubt must be reported to the bank. The client must notify BKT immediately if he thinks there is something wrong or suspicious, and the instructions given must be followed.

9.2.19 In case the client uses the 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. should not be stored on the smartphone device. Always keep the smartphone carefully so that no one can see the data while accessing BKT Mobile.

- c) Only the updated version of the IOS/Android device system should be used.
- d) If possible by the manufacturer of the smartphone used by the client, updated anti virus software and a personal firewall should be used.

**9.2.20** After the client completes the banking operations, he must click on the secure exit button and close the online banking browsers (E-Banking/BKT Mobile).

**9.2.21** For a safe use of applications, it is recommended not to use rooted/jailbroken devices that have broken the manufacturer's warranty.

# **10. SUBMISSION OF COMPLAINTS**

**10.1.1** BKT Kosova encourages clients to submit their complaints through the following channels:

- a) Call to the Contact Center (038 666-666),
- **b)** E-mail at the address: ks-clientservice@bkt.com.al and the platform for sending messages to the bank's website,
- c) In person at the Central Office or branches of BKT Kosovo,
- d) Postal address: Administrative Office, PeytonTown, Rr. Ukshin Hoti No. 29, 10,000 Pristina, Kosovo
- e) Other channels not specified above.

**10.1.2** Every 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.

**10.1.3** After sending the complaint by the client, the client will receive the official confirmation of receipt of the complaint, from the official email (e-mail: ks- clientservice@bkt.com.al) or any other means of communication chosen by the client.

**10.1.4** Each complaint will be assessed by the responsible persons and the decision on the complaint will be communicated within the maximum period of fifteen (15) days from its receipt. For more complex complaints, the deadline can be extended and for any postponement, the client will be informed about the postponement, its cause and the expected date when the investigation and assessment will be completed.

**10.1.5** If the client does not agree with the response to the complaint, it can be addressed to the Central Bank of Kosovo, another public authority or alternative dispute resolution mechanism, or a lawsuit can be filed in court.