

**GENERAL TERMS AND CONDITIONS
for issuing and usage of VISA and MasterCard****I. GENERAL**

These General Terms and Conditions constitute the rights and obligations of Raiffeisen Bank Kosovo J.S.C (hereinafter referred to as the "BANK") and the customer (hereinafter referred to as "the CARDHOLDER") with respect to VISA and VISA Electron (hereinafter referred to as "VISA") and MASTERCARD and Maestro Card (hereinafter referred to as "MASTERCARD") issuing. The General Terms and Conditions come into force between the parties as from the date of application for VISA and MASTERCARD.

1. The BANK issues VISA and MASTERCARD to individuals after submission by letter of an Application for Issue of a VISA and MASTERCARD.

2. VISA and MASTERCARD represents a means of access for the CARDHOLDER to an account to which the VISA and MASTERCARD is linked, using Personal Identification Number (PIN Code) or authorized signature.

3. The BANK does not issue cards by proxy.

4. VISA/MASTERCARD is the property of the BANK and will remain so at all times.

5. VISA/MASTERCARD is used for payment and non-payment transactions on the territory of Kosova and outside, conforms to the legislation of Kosova and rules of VISA and MASTERCARD International.

6. The VISA Electron/Maestro Card will be automatically ordered based on submission of an application for opening the account.

7. The CARDHOLDER is obliged to pay all fees as per the Bank's Tariff list.

8. Access to the funds on the account may be obtained through all ATM's (Automatic Teller Machine) and POS (Point of Sale) terminals for payments of goods and services at merchants or cash withdrawal at bank offices indicated with the trademark of VISA/MASTERCARD.

9. By using VISA/MASTERCARD, amounts in cash may be withdrawn or goods/services paid for from the funds available on the account and within the defined limits according to the current Terms, Conditions and Tariff of the BANK.

10. The CARDHOLDER undertakes to ensure the necessary funds are always available on the account. The account can be replenished in the following ways:

- by cash deposits at the cash counters of the BANK;
- by internal bank transfers or transfers from other banks –national or international.

11. The BANK settles the amount of any transaction using VISA/MASTERCARD in the order the Bank receives them.

12. When VISA/MASTERCARD is lost, stolen or damaged, the CARDHOLDER may be able to withdraw cash over the counter at the Raiffeisen Bank branches without the card within the balance of the account.

13. Any interest applied to the funds of the account will be according to the current Terms, Conditions and Tariff of the BANK.

14. If the BANK is not advised within 45 days from the date of the occurrence of a transaction on the account it assumes all recorded transactions to be correct.

15. When using VISA/MASTERCARD in countries with national currency other than EUR, the exchange rates of VISA/MASTERCARD and /or the BANK are applied.

16. Funds transferred to the account are available to the CARDHOLDER on the same business day, if the amount is replenished through the offices of the BANK.

17. The VISA/MASTERCARD can be cancelled based on:

- CARDHOLDER written request for cancellation of VISA/MASTERCARD

18. When there is suspect unauthorized usage of the VISA/MASTERCARD, the CARDHOLDER may request blocking of the card by the BANK.

19. The CARDHOLDER is obliged to inform the BANK without delay of any changes in the initial data on the Application for Issue of VISA/MASTERCARD.

II. VISA/MASTERCARD

20. The CARDHOLDER shall obtain the issued card and the sealed envelope containing the PIN-code within 3 (three) months after he has submitted an Application for the VISA/MASTERCARD.

If the customer fails to obtain VISA/MASTERCARD within this period, the validity of the card is terminated automatically.

21. The CARDHOLDER is required:

- **to sign on the signature panel on the reverse of the VISA/MASTERCARD when receiving the card at the BANK;**
- **to use the VISA/MASTERCARD personally without release to any other person or persons and to keep it secure from being damaged,**
- **to keep secret the PIN-code, taking all measures to prevent it from becoming known to any other person.**

22. The validity of VISA/MASTERCARD is 2 (Two) years and expires at the end of the month of the respective year printed on the card.

23. A transaction with VISA/MASTERCARD can be effected if there is sufficient balance on the CARDHOLDER'S account, correctly entered PIN-code or self-signed.

24. If the CARDHOLDER forgets his PIN-code, s/he may request a new one and pay a fee, as per the current Terms, Conditions and Tariff of the BANK.

25. The following payment transactions can be effected using VISA/MASTERCARD, indicated with the mark of the VISA/MASTERCARD:

25.1 Cash withdrawals:

- through ATM terminals – in the national currency of the country, where the transaction occurs or any other currency offered by the Acquiring Bank. The maximum amount per transaction is limited by the available maximum limit for withdrawal from the terminal and the limit of the card. The CARDHOLDER authorizes withdrawal by entering a personal PIN-code. Receipts when provided from ATMs must be kept by the CARDHOLDER for future reference and verification and in the event of any dispute;
- through POS terminals/imprinters, installed at bank offices or exchange bureaus indicated with the mark of VISA/MASTERCARD. The maximum amount for the withdrawal is restricted for the limit of the card. The CARDHOLDER presents an identification card or passport and authorizes the withdrawal. The receipt of the POS terminals should be kept by the CARDHOLDER for future reference and verification.

25.2 Payments of goods (services) through POS terminal /imprinter installed at the merchants, displaying the VISA/MASTERCARD logo as well as for MO/TO and internet payments. The maximum transaction amount is restricted by the limit of the card.

The receipt from the POS terminals should be kept by the CARDHOLDER for future reference and verification.

26. The CARDHOLDER hereby gives relevant irrevocable consent and authorizes the BANK to collect without prior notice all relevant fees and commissions from the account, according to the current Terms, Conditions and Tariff of the BANK. This refers to BANK charges, arising in connection with enquiries by the CARDHOLDER for amounts included in the statement that are not recognized by the CARDHOLDER.

IV. ADDITIONAL VISA/MASTERCARD

27. The BANK will issue, at account holder's request, an additional VISA/MASTERCARD to other individuals, as per



BANK policy. The issuance and usage of VISA/MASTERCARD Additional Card is at the account holder's responsibility.

28. VISA/MASTERCARD can be issued based on a completed application from the account holder. An additional VISA/MASTERCARD can be issued only to individuals over 18 years of age.

29. All fees, commissions or other expenses resulting from the usage of VISA/MASTERCARD are charged to the account. In the event of insufficient funds-charges may be passed to connected accounts.

30. All other provisions of the current General Terms and Conditions are applied to VISA/MASTERCARD.

V. BLOCKING, ACTIVATION, DEACTIVATION

31. In case of loss, theft, confiscation, destruction or misuse in any other way of VISA/MASTERCARD, the CARDHOLDER should inform the BANK by phone or fax provided by the BANK info card in order to have a VISA/MASTERCARD blocked. The CARDHOLDER or another person authorized by him should also submit a written application for blocking of a VISA/MASTERCARD within 48 hours, considered as from the moment of communicating the message orally. If s/he fails to do so, the BANK does not bear any further responsibility for transactions that might be effected with the card.

32. VISA/MASTERCARD can be blocked on one of the following grounds:

32.1 Automatically from an ATM in case of consecutive entry of three incorrect PIN codes;

32.2 Following notification:

- a message from the CARDHOLDER, communicated by phone or fax for lost, stolen, confiscated or misused in any other way VISA/MASTERCARD;
- written request, filed by the cardholder or another person, authorized by him, for blocking the VISA/MASTERCARD.

32.3 From the BANK when:

- violation is occurred of the present General Terms and Conditions by the CARDHOLDER ;
- when restraint order is received in the BANK for the CARDHOLDER'S accounts.

33. The BANK has the right to block and/or require VISA/MASTERCARD to be returned to BANK at any time. For any usage of the card prior to its returning back by the CARDHOLDER, the present conditions remain in force. The premature requirement for returning VISA/MASTERCARD, as well as termination of the validity will not affect claims for partial or complete recovery of the charges due to transactions with VISA/MASTERCARD.

34. A blocked VISA/MASTERCARD can be activated on one of the following grounds;

34.1A written application, filed by the CARDHOLDER, for activation of the VISA/MASTERCARD blocked due to:

- having been reported lost, stolen, confiscated or misused;
- consecutive entry of three PIN codes in an ATM;
- temporarily blocked as a penalty measure for not observing the General Terms and Conditions from the CARDHOLDER.

35. VISA/MASTERCARD can be deactivated on one of the following grounds:

- termination of the validity of the VISA/MASTERCARD
- not having been collected by the CARDHOLDER within three months from its issue;
- issue of a new VISA/MASTERCARD replacing the currently active VISA/MASTERCARD;
- return of a new VISA/MASTERCARD with incorrect data printed on it or other damage.

36. A deactivated VISA/MASTERCARD cannot be re-activated and has to be destroyed.

VI. RESPONSIBILITIES

37. After receiving a VISA/MASTERCARD and sealed envelope containing the relevant PIN-code, the CARDHOLDER bears responsibility for all consequences resulting from the usage of VISA/MASTERCARD.

38. The CARDHOLDER bears the full responsibility for any damages and losses for the BANK, which are caused within 12 (twelve) hours following the notification – the period in which the BANK is responsible to block VISA/MASTERCARD.

39. The Bank shall not bear any responsibility for transactions performed with VISA/MASTERCARD that has been lost, stolen, confiscated or misused, before receiving a written notification filed by the CARDHOLDER or another person authorized by him, or for 12 hours after receipt.

40. The BANK shall not bear any responsibility, if a written request filed by a third person or a message communicated by phone reporting loss, theft, confiscation or misuse in any way of VISA/MASTERCARD, turns out to be false or fraudulent and the BANK has taken the necessary actions, on the grounds of such information, for blocking VISA/MASTERCARD.

41. The BANK shall not bear any responsibility, if a merchant or a merchant organization refuses to accept VISA/MASTERCARD for payments of goods and services.

42. The BANK shall not bear any responsibility for transactions performed with VISA/MASTERCARD. This concerns all possible and admissible claims of paid goods and services, as well as in similar disputes, that are settled directly with the opposite side.

43. The BANK shall not bear any responsibility in case the CARDHOLDER could not manage to perform a transaction with VISA/MASTERCARD due to denial by VISA International or MASTERCARD International to authorize a transaction.

VII. TERMINATION OF VISA/MASTERCARD VALIDITY

44. The validity of VISA/MASTERCARD is terminated in the following cases:

- with expiry of VISA/MASTERCARD validity and if a written request for non-renewal has been filed by the CARDHOLDER, prior to the month in which VISA/MASTERCARD expires;
- unilaterally by the BANK, in case of violation of the General Terms and Conditions, with immediate effect;
- unilaterally by the CARDHOLDER – with one-day notice and against return of VISA/MASTERCARD;
- automatically by the BANK at expiry of the period (three months) for receipt of VISA/MASTERCARD

45. With the termination of VISA/MASTERCARD the CARDHOLDER is obliged to return VISA/MASTERCARD back in the BANK within 10 (ten) working days.

VIII. OTHER CONDITIONS

46. The act of entering a PIN-code using an ATM or POS keyboard has effect and force of a legally binding signature.

47. For any issues not specifically settled in these General Terms and Conditions, the General Business Conditions of the Bank shall apply.

48. The BANK reserves the right to amend unilaterally the present General Terms and Conditions, the General Business Conditions and notify the CARDHOLDER. The new edition of the General Terms and Conditions is binding on the CARDHOLDER.

Effective as from

Bank officer's signature

Customer's signature