

GENERAL TERMS AND CONDITIONS OF ELECTRONIC BANKING

INTRODUCTORY PROVISIONS Description and definition of terms

Section 1

Under general terms of electronic Banking (“hereinafter referred to as general terms and conditions”) “Raiffeisen Bank of Kosovo J.S.C” regulates the rights, obligations and conditions for business operations and utilisation of electronic Banking (hereinafter: electronic Banking - “Raiffeisen CONNECT”)

Section 2

Electronic Banking - Raiffeisen CONNECT is the electronic way of conducting Banking activities which enables Client to:

- Review your account balance,
- Review transactions made in your account,
- Send domestic and international payment orders (also orders with payment cue in advance),
- Print out information from the saved payments, transaction items, accounts and other documents,
- Exchange electronic messages with the Bank (messages and requests),
- Security from the unauthorised access to the data base.

Definition of terms:

- **Bank** – “Raiffeisen Bank of Kosovo” J.S.C, UCK Street Nr. 51, Prishtina,
- **Order** – it is the procedure when the Client through Raiffeisen CONNECT system upon the successful identification proceeds with the requests including the data for carrying out banking transactions. When the order is prepared according to the instructions for utilization of Raiffeisen CONNECT electronic service it is equally valid as the order is prepared and signed with your own hand,
- **Payment order** is one of the requests that Client upon the order procedure sends to the Bank,
- **Client** is the Bank’s Client to whom the Bank enables carrying out of banking transactions in the electronic way,
- **Authorized person** is the physical person to whom the Client has granted the right for using Raiffeisen CONNECT service,
- **Security card “Smart Card”** is a security instrument which serves for identity verification, encryption of information, authorisation and electronic signing of the payment orders,
- **Personal identification number (PIN)** is a serial of numbers which in combination with the card number enables identification of the user and the authorised person,
- **Transaction account** is the account which the Client has opened at the Bank for carrying out payments.

ATTAINING OF RIGHTS FOR USING ELECTRONIC SERVICES

Conditions for using of Raiffeisen CONNECT service

Section 3

For using Raiffeisen CONNECT service the Client must make available the necessary equipment including access to internet/web

Section 4

The Bank allows the usage of Raiffeisen CONNECT service to the Client who has:

- Submitted the Raiffeisen CONNECT application form in the complete manner.
- Authorised one or more persons for using Raiffeisen CONNECT service unless it has decided to use it exclusively.
- Open the account with the Bank through which it will carry out banking transactions.

Section 5

The Bank has the right to reject the request without specifying the reason for such decision.

AUTHORISATION TO USE THE ELECTRONIC BANKING

Authorized persons

Section 6

Client can have several authorised persons who are registered to use Raiffeisen CONNECT by granting them either full or limited access rights into account. Type of authorisation is given by the Bank representative upon the Client's request.

The E-Bank has 6 levels of authorisation:

- Authorisation for imputing information (data entry),
- Authorisation for preparation of payment order,
- Authorisation for sending of payment order,
- Authorisation for viewing,
- Authorisation for administration.

The authorisation for sending the data has only the person whom the Client has authorised to operate with the funds in the account.

Section 7

The Client may terminate the authorisation. The Bank will respect termination of authorisation if the Client notifies the Bank by:

- Fax,
- In writing.

PROCEDURE FOR CONNECTING THE CLIENT The Procedure of Technical Connection

Section 8

Upon the approval of the request the Client will receive:

- Program package to use Raiffeisen CONNECT e-Banking service,
- Protection package,
- Digital certificate (applicable for businesses),
- Instruction/user manual,
- Parameters to access the electronic Banking,
- Parameters to access Raiffeisen CONNECT.

Section 9

For the secure exchange of the business transaction between the Bank and the Client, one should use the digital certificate. Digital certificate is the confirmation in the electronic form which connects the data for verification of the electronic signature, thus confirming of user identity.

ORDERS AND INSTRUCTIONS

Section 10

The Client may use the e-Banking services twenty-four hours a day. However the execution of orders and instructions, is dependent on the business hours of the Bank, and other institutions and systems involved, e.g. , settlement systems, clearing systems such as SWIFT or BPK-se EICS.

Section 11

Instruction and orders shall be made by sending appropriate data and shall be processed by the Bank after the complete arrival of the data at the Bank. An order or instruction, once made, can be revoked only through timely direct contact with the Bank i.e. before the order or instruction has been executed.

Section 12

The Client must check the completeness and accuracy of all data before sending them. Responsibility for data sent by the Client /Raiffeisen CONNECT user lies with the Client. The risk of an indiscretion or return of the order or instruction as a result of the order or instruction as a result of the sending of inaccurate or incomplete information shall be borne by the Client.

Section 13

The Bank shall have the right at any time and without statement of reasons to refuse to provide information or accept instructions, orders or communications via Raiffeisen CONNECT and to demand written confirmation.

OBLIGATIONS OF THE CLIENT AND THE AUTHORIZED PERSONS

Responsibilities

Section 14

The Client and the authorised person are obliged to:

- Keep the security parameters, access codes, Bank's program equipment and the digital certificate away from the third party users for which they take full responsibility for any damage caused by the third party unauthorized individuals,
- Immediately inform the Bank for all irregularities as per the previous paragraph,
- In addition to general terms and conditions respect also other technical guidelines of the Bank.

BANK'S OBLIGATIONS

Guarantee of execution and the office hours

Section 15

The Bank guarantees the client the execution of all payment orders properly filled and submitted to the Bank.

Section 16

The Bank is obliged to immediately inform the Client for any change or amendments in the general terms and conditions document for using Raiffeisen CONNECT. If the Client does not agree with the changes and the amendments he/she can unilaterally request the termination for using Raiffeisen CONNECT.

SAFETY OF THE DATA

Mediation of the data

Section 17

The Bank shall use the personal data of the Client and the authorised persons solely for business operation of the Raiffeisen CONNECT and for marketing purposes.

Section 18

The data regarding the business operation through electronic Banking /Raiffeisen CONNECT represents business secrecy and the Bank will extend them only at the written request by the court and other cases when they are regulated in accordance to the applicable legislature in Kosovo.

Section 19

The Bank and the Client are obliged to apply a high level of security measures to minimize the unauthorised access and the changes or loss of the data.

LIABILITY

Section 20

The Bank shall not be held liable for any loss and/or missed profit incurred by the Client or Raiffeisen CONNECT user as a result of transmission errors, technical faults, interruptions of transmission, delays, omissions, malfunctions of any sort, interference by third parties in telecommunications installations or the Internet, overloading of the network, malicious blocking of electronic access by third parties or deficiencies on the part of the network provider.

Section 21

The Bank accepts no liability for the accuracy or completeness of the data it transmits.

In particular, all information regarding accounts (balances, statements, transactions) and generally available information shall be regarded as provisional and not binding. Data provided via e-Banking shall not be deemed to constitute a binding offer unless expressly described as such.

Section 22

The Bank accepts no liability for the terminal of the e-Banking Client or Raiffeisen CONNECT Service User, for technical access to Raiffeisen CONNECT services or for the necessary software. Neither does the Bank accept liability for losses or faults in the operation of Raiffeisen CONNECT as a result of computer viruses in the system of a Client or Service User.

Section 23

The Bank shall not be held in any way liable for losses suffered by the Client or Service User as a result of faults or interruption included maintenance work required by the system), particular those occurring during the processing of transactions or as a result of overloading of the Bank s automated machines or IT systems, unless the Bank is guilty of gross negligence. Under no circumstances shall the Bank accept liability for missed profits or contingent losses.

Section 24

In the event of security risks being detected, the Bank reserves the right at all times to suspend the services of e-Banking for the Client's protection until the risk is removed. Raiffeisen Bank Kosovo accepts no liability for losses arising from such suspension of services.

Section 25

The Bank cannot be held liable for losses incurred by the Client through the Client's non-performance of his contractual obligations, for missed profits, for expected savings that fail to materialise or for indirect or contingent losses.

BLOCKING PROGRAM UTILISATION Temporary disconnection of the user

Section 26

The Bank will automatically block the use of electronic Banking – Raiffeisen CONNECT if it determines the loss, stealing or the unauthorised access to the set of protective elements. Renewing the utilisation right of the electronic Banking will be established after changing the protection set.

CLAIMS The way of sending the claims

Section 27

Claims are delivered in writing through Raiffeisen CONNECT, post, fax or electronic mail. The Client claims irregularities upon the reception of the Banking report in which can be viewed the movement and the balance of the account. The Bank is obliged to solve the claims at the latest 15 Bank working days after the receipt.

COMPENSATIONS Basis for determining the tariffs

Section 28

The Bank charges the user for connection and utilisation of the Raiffeisen CONNECT service according to the existing tariffs. For each change in tariffs the Bank beforehand will inform the user.

TERMINATION OF THE RAIFFEISEN CONNECT SERVICE Permanent disconnection for the utilisation of the E-Bank

Section 29

The Bank will terminate the utilisation of the Raiffeisen CONNECT service under the following cases:

- When the user does not obey the general terms and conditions of Raiffeisen CONNECT as well as other guidelines of the Bank,
- After the main account has been discontinued,
- In case of death if there are no authorised persons,
- Lost of the business capability,
- Execution of the Bankruptcy proceedings,
- By the user request.

LOST PIN AND PASSWORD

Section 30

If pin and password for electronic Banking usage provided by Raiffeisen Bank is lost or stolen from representatives of legal entity or private person, he/she will be fully responsible to contact/inform immediately Raiffaisen DIRECT at 038/222-222. The process of delivering the message is done in sequence alignment by informing first verbally throughout the whole week(including weekends), and then by delivering written notice during normal business hours (08:30 am to 05:30 pm) Monday to Friday. Upon receiving information on theft or on loss of the pin and password from the client, the Bank officials will be responsible to take all the necessary technical measures to prevent further losses in customer's account by ceasing it. Any consequence resulting from this occurrence, client will be the one who will bear all the financial costs. If the client chooses to neglect the loss of his/her pin and password, it is him/her who will be kept accountable for potential losses.

Client's failure to prevent theft and loss of pin and password will result in applying for a new pin and password. Price for obtaining a new pin and password will correspond to a full price of €70 per Smart Card and €10 per Web password. In case the client loses or damages the card reader he will pay €30 for ordering new card reader.

FINAL PROVISIONS

Disputes and the effectiveness of the general conditions

Section 31

Every disagreement between the Parties that cannot be resolved by mutual agreement, it shall be solved in the relevant courts of Kosovo.

The terms of this Agreement shall be construed in accordance with applicable laws in Kosovo and existing UNMIK regulations.