

Pursuant to article 19 of the Statute of **OTP banka Srbija AD Beograd** (hereinafter: the Bank), the Executive Board has in its session held on 4<sup>th</sup> June 2019 and on 20<sup>th</sup> September 2019, brought the following:

**SPECIAL TERMS FOR THE USE OF ELECTRONIC BANKING SERVICES FOR INDIVIDUALS (consolidated version)**

**1. Terms and definitions**

**Electronic Banking Service** – means a set of services of the Bank related with providing payment and financial services by use of information and telecommunication technology.

**e-banking** – means a service allowing the use of various functionalities and banking services including payment transactions on the Internet, via e-mail platform of the Bank.

**m-banking** – Means a service which, through electronic platform of the Bank, enables the use of various functionalities and banking services including payment transactions through smart telephone.

**Vocalia** – a telephone banking service that enables access to information about products and services that the users have with the bank as well as the submission of requests for the execution of simple transfers.

**Mobilija** – a service of SMS banking that enables users to get information about products and services that they have with the Bank through this channel as well as notifications about executed transactions and the maturity of different obligations per specific products which Clients use at the Bank.

**User manual** – means a document of the Bank containing explanation of the manner of work and use of a particular service as part of the Electronic Banking Service, which is available in Bank branches and on Bank website [www.otpsrbija.rs](http://www.otpsrbija.rs)

**User** – means an individual who concluded a Framework Agreement, which regulates contractual relation for the opening, maintenance and closure of payments accounts/packages, terms and conditions of providing payment services and payment transactions, as well as the use of e-banking services, in line with the General Terms for providing payment services for individuals and other acts set forth in the Framework Agreement.

**Transaction** – A payment transaction of the e-banking service.

**Instrument for identification, authorization and/or signing** – means information and procedures for an identification or the User necessary for accessing Electronic Banking Service and for the authorization of Transactions and the signing of documents and/or giving consent for establishing contractual relation with the Bank (e.g. user name, password, PIN, client's phone number, one-time password, token, qualified electronic certificate and/or other identification instrument).

**PIN (Personal Identification Document)** – numerical password which the user gets from the Bank through a channel of safe communication or method which is used as an instrument for identification, authorization and/or signing on one or more services within the electronic banking service.

**Token** – Means a safety device used to log on to electronic banking services and to authorize transactions, i.e. to approve conclusion of contract with the Bank.

**mToken** – means a program connected with the mobile device of the User through m-banking application and through which a one-off password and/or PIN may be generated to log on to the electronic banking service or to give consent for the use of some of the electronic banking services or Transaction authorization, i.e. approve the conclusion of contract with the Bank in terms of the use of services or products under the Bank offer.

**Electronic payment card (mCard)**– means a payment card issued by the Bank which has been successfully digitalized in the m-banking application. The electronic payment card may be used at points of sale fitted with contactless POS terminals for the processing of payment transactions. The Bank determines the types of payment cards which by their features may be subject to successful digitalization and informs users accordingly through the m-banking application.

**One-time password** – a password that the User gets from the Bank through a channel for safe communication and which can be used only once, following which it becomes invalid and cannot be used for another identification of the User i.e. authorization of the Transaction .

**Time schedule**– a special Bank Act which defines the time of receipt and the time of execution of orders, the conditions and manner of the execution of transactions, both domestic and international , as well as the conditions for the execution of other payment services. The Time schedule plan is available to Users in the branches of the Bank and on the website of the Bank [www.otpsrbija.rs](http://www.otpsrbija.rs)

**Price List of Fees** - is a special Bank act that defines all types, amounts, terms of calculation and collection of fees and expenses which the Bank charges to the User for the performance of transactions and payment services. The Price List of fees is available to Users in Bank branches and on Bank website [www.otpsrbija.rs](http://www.otpsrbija.rs)

**Request for a change of data** – A form or series of action aimed at initiating procedure for change of personal data of the User and/or reporting loss of identification means, authorization and signature, and is available to Users at network branches of the Bank and on the Bank website [www.otpsrbija.rs](http://www.otpsrbija.rs). The Client is obliged to fill and sign this request and submit it to the Bank.

**Request for using another product and/or service under Bank offer and Request for change of products and/or services in use under Bank offer** – a form or series of action using means of identification, authorization or signature whereby, a procedure for submission of application is initiated by means of e-banking service for the approval of a product or service under the Bank offer and/or request for change of approved conditions for products and services of the Bank, that is already used by the User.

**Internet browser** – is a program that enables the User to view web pages and multimedia content on them.

**General Terms** – means General Terms for the Provision of Payment Services to individuals which regulate mutual rights and obligations of the Bank and the User, in accordance with the Law regulating this area

**Framework Agreement** – means Framework Agreement of payment services in accordance with legislation regulating the area of payment services.

**Individual contract** – means a concrete contract on the opening and servicing of current account, as well as other payment accounts, irrespective of their title, which have been labelled payment accounts, which are in accordance with the regulations governing the payment service area designated as payment accounts as well as a specific contract that regulates the terms and conditions for the approval and use of payment cards from the Bank's offer.

**Specific contract** - means a specific agreement on the use of a product from the Bank in the field of financial services.

Terms and notions defined in the General Terms which have not been defined otherwise in these Special Terms, shall have the same meaning as in the General Terms.

**2. General provisions**

These Special Terms represent an appendix and integral part of the Framework Agreement. Under these Terms, the Bank uses them to prescribe the terms of use of each individual service and product under the Bank offer by means of the Electronic Banking Service, the rights and obligations of the User in the Electronic Banking Service, as well as the rights and obligations of the Bank in providing e- Electronic Banking Service.

By concluding the individual contract as constituent part of Framework Agreement, the User confirms that he/she has received, read and fully understood all conditions of use of Electronic Banking Service, that he/she consents to their application and assumes all rights and obligations proceeding from them, and also accepts the offered volume and content of Electronic Banking Service.

For all that is not regulated by these Special Terms, the terms of the individual agreement and the General Terms apply.

The Bank is entitled and may, at any time, proceed with adjustment or change of conditions, volume, content or terms of use of Electronic Banking Service. The Bank shall post on the Bank website all information on the change of conditions, volume, content and terms of use of Electronic Banking Service and advise the User in a contractual way accordingly.

### **3. The procedure of contracting Electronic Banking Services**

By concluding this Framework Agreement, the User becomes the user of Electronic Banking Service under terms and conditions regulated in details in the Framework Agreement in accordance with these Special Terms.

The Bank provides the User access parameters for use of the Electronic Banking Service in the form of user number located on individual contract and password, by SMS or at e-mail address of the User.

The User manual for each service as part of the Electronic Banking Service include the description and manner of use of the specific service and is exclusively educational in character. It is available to the Users on the Bank website [www.otpsrbija.rs](http://www.otpsrbija.rs) and/or within a specific service, as well as in writing, upon explicit request of Users in Bank branches.

The User is obliged to proceed to initialization of retrieved means of identification, authorization and/or signature, according to the User manual. . During initialization, the User defines his/her PIN and password for access to functions: means of Instrument for identification, authorization and/or signing.

In the submitted Request, the User can ask to be assigned a new Instrument for identification, authorization and/or signing or keep the Instrument for identification, authorization and /or signing previously assigned to him for the access to Electronic Banking Services. If he requests a new Instrument for identification, authorization and/or signing to be assigned to him, the Bank shall, after establishing the contractual relation with the User in the aforementioned way, deliver to the User a user name and password and/or a security device for identification. The Instrument for identification, authorization and/or signing can also be an mToken issued at the request of the User – in that case the User can also be assigned an activation code for the activation of the mToken.

The Instrument for identification, authorization and/or signing is the property of the Bank and the User is obliged to return it at the Bank's request, except in the case when the User paid a one-time fee for its issuance. The same or different Instruments for identification, authorization and/or signing can be used for accessing to the Electronic Banking Service.

In case of damage, blockade, loss or expiry of term of use of the means of an Instrument for identification, authorization and/or signing, the Bank may, at written request of the User, proceed to replacement and charge replacement cost in accordance with the applicable Price List of fees.

In order to be able to use the Electronic payment card, the User is obliged to implement the process of digitalization of payment card in the m-banking application on the device which supports the payment card digitalization option.

### **4. Extent and use of Electronic Banking Service**

The Electronic Banking Service related to Transactions enable the User to:

- review the balance of all current and other accounts of the User at the Bank (hereinafter: Account);
- Review payments orders executed via one of services as part of the Electronic Banking Service;
- Review of statements/excerpts of account turnover on performed transactions of the User over a certain period of time, in line with the framework agreement;
- Execute transactions, namely:
  - o Transfer of funds between the User's accounts at the Bank;
  - o Transfer of funds between the accounts of two Bank's Users;
  - o Execution of payment orders in domestic payment operations
  - o Deposit of funds to a credit card of the User at the Bank;
  - o Exchange operations
  - o Payment that only need to be confirmed by single-level authentication, under a list of payment beneficiaries which the Bank defines beforehand, and which the User may additional expand at will;
  - o Payments at points of sale of the Merchant fitted with contactless POS terminals, by means of electronic payment cards, which have been safely digitalized in accordance with the rules of card schemes.
  - o Issue of request for payment at the point of sale of the merchant, through standardized two-dimension QR Code – and through instant transfer system of approvals;
  - o Transfer of funds to recipient of payment, by sending SMS messages and instructions for activation of link to payment recipient by e-mail for the selection of channel for retrieving sent funds (payment cards and/or current account of the recipient of payments, all in accordance with the functionalities of the payment card of the payment recipient, i.e. of Bank ATMs, pursuant to the Framework Agreement.
- Other services in accordance with the terms for the use of an individual Electronic Banking Service that the Bank shall subsequently introduce in its offer, about which the User shall be notified in time and in an agreed manner.

In addition to the foregoing, the Electronic Banking Service also enables the:

- Management of personal finances;
- Modification of personal data;
- Communication channel with the Bank regarding all established contractual relations between User and the Bank;
- Initiating request for change of conditions of used products and/or services under the Bank offer, used by the Client, by using appropriate instrument of identification, authorization and/or signature;
- Initiating, approval and full implementation of use of products and/or service from the Bank offer by using appropriate Instrument of identification, authorization and/or signature.

The User shall ensure appropriate computer (hardware and software) equipment and communication equipment, which may vary depending on the specific service within Electronic Banking Service (channel i.e. service or application) that he wishes to use. In special circumstances, the bank has the right to propose specific technical conditions for the use of specific service as part of the Electronic Banking Service (temporary or permanent) about which it informs the User in a contracted manner defined i.e. in a way defined by the General Terms, individual contract i.e. specific contract and/or by these Special Terms the manner of modifications and the manner of notification of which the User agrees with (including but not limited to sending e-mail, SMS messages, statements/excerpts on account turnover, internet presentations of the Bank, Viber, at Bank branches and by other channels of communication with the Bank which the User selected).

The use of digital payment card is supported solely at points of sale that accept payment cards of the same card scheme as part of which the electronic payment card has been issued.

The electronic payment card may be used without accept to internet but only for a maximum of 10 (ten) transactions, following which connection to the internet is necessary.

The use of electronic payment card shall not be possible in case that the payment card digitalized in m-banking has been blocked, terminated or has expired.

#### **Access to Electronic Banking Service**

The User accesses Electronic Banking Service in a manner provided for and through an appropriate service, as follows:

- e banking – by using an internet browser
- m banking – by using a service downloaded from a publicly accessible location provided by the Bank
- Vocalia – by calling a telephone number which the Bank has assigned for this service
- Mobilia – by sending an SMS to the short number assigned by the Bank for this service

#### **Identification, authorization and and/or signature**

##### **-Identification**

During the access to Electronic Banking Service the User identifies himself with an Instrument for identification, authorization and/or by signing in a following way:

- Identification by User name and password by entering a combination of a unique username, that the User obtained from the Bank, and the password created by the User;

- Identification by user name and PIN code: by entering a combination of a unique user name, that the User obtained from the Bank, and PIN code of the User;
- PIN id: by entering a unique PIN created by the User;
- Identification by Token: by use of a Token as a basic/additional instrument for accessing, identification and/or authorization of Transactions
- Identification by a Qualified Electronic Certificate: by using a medium on which the Qualified Electronic Certificate of the user is located on and by entering the PIN code.
- Identification by biometric characteristics (fingerprint, face reddening, etc.),
- Client identification by way of video communication:.
- Identification in any other way provided by the applicable legislation.

##### **-Authorization**

The transaction is considered authorized if it is executed by the User identified in one of the manners described in subheading **Identification**.

The Bank can, at any time, request from the User an additional authorization of an individual Transaction through the Instrument for identification, authorization and/or signing, in following way:

- by Token: the Transaction is authorized by entering and confirming a one-time password generated by the Token device based on a query obtained during the execution of a Transaction;
- by entering and confirming a one-time password that the User obtained through a channel for safe communication;
- By biometric characteristics (finger print, facial recognition etc.)
- by a qualified electronic certificate: the Transaction is authorized by using a medium on which the electronic certificate is issued on and by entering and confirming the user PIN code;
- 
- In any other way provided by applicable legislation.

The time of receipt of payment order and time of performance of Transaction, as conditions and terms of Transaction performance, shall be carried out in accordance with the Time Schedule.

##### **-Signature**

By using of specific service as part of the Electronic Banking Service, the User can submit a request for the approval use of one of products and/or service under the Bank offer, or for the modification of an individual service or product in use. Additionally, the User may give approval, by way of specific service as part of the Electronic Banking Service, to the Bank to proceed to the analysis of his creditworthiness on the basis of his profile and credit history, as part of the request for approval of credit product. After filing request for approval of product service by e-banking, or change of conditions of a product and/or service in use, the User may select the way to realize a specific request:

1. Electronically, where the complete procedure from request to approval is done through the use of "online" Electronic Banking Service, through additional confirmation by using a Qualified Digital Certificate or through consent by way of two-factor authentication.
2. By submitting the contractual documentation to the address of the User, wherein a person authorized

- by the Bank, at the User's request, delivers the set of obligatory documents for signing,
3. by visit of the User to one of the branches of the Bank and by signing the set of obligatory contractual documents.

In case the User decides to perform the complete process from request for approval of a product and/or service of the Bank or modification of product and/or service already used for approval and implementation through one of the services within the electronic banking Service, the contractual documentation is drafted on a durable data carrier, in electronic form (electronic documents) and signed by qualified electronic certificate of the User, i.e. the User consents to it by way of two-factor authentication (or optionally, by another means of identification, authorization and/or electronic signature if allowed by legislation), in accordance with the provisions of applicable legislation regulating this area.

In operating with electronic documents, the Bank has the obligation to apply suitable technological procedures and equipment which provide the protection of these documents, in accordance with applicable legislation regulating this area.

The User is obliged to guard the instruments and information for identification, authorization and formation of a qualified electronic signature from unauthorized access and use and bears any responsibility for the misuse and unauthorized use of these assets and data by third persons as well as in case of their loss. The User is obliged to request the cancellation immediately in any case of loss or damage to the instrument or information for the formation of a qualified electronic signature. The User is obliged to submit to the Bank all needed data and information about changes that influence or can influence the accuracy of determining his identity, without delay, immediately after the changes have been made.

Whenever the consent of the User for establishing or modifying the contractual relation, as well as performing the Transaction was given by appropriate means of identification, authorization and/or signature, the Bank and User agree that such established or modified contractual relations i.e. performed Transaction shall be considered effective, with proof of evidence and in written form, in line with the provisions of legislation regulating this business area.

The User is obliged to keep privacy of means of communication, authorization and/or signature (all passwords, username, token, etc.) that he uses for access to the Electronic Banking Service and the User shall be liable for all damage arising from non-observance of this provision.

The Bank will archive all information related to the Transactions that User has performed through one of available channels of communication (including but limited to the electronic mail, regular mail, SMS, voice recording, log from application servers, etc.) in regard to the predefined time intervals.

The User should take care of the excerpts/statements on turnover of account and notifications received from the Bank and is obliged to review them and inform the Bank on each and every disagreement or eventual errors of data.

#### ***Limit of payment transactions within e-banking service***

For the performance of transaction by e-banking and b-banking, the Bank prescribed a 200,000.00 RSD limit, which Client may modify at any time by filing appropriate request to the Bank.

The limits of transactions made by means of Electronic payment cards have been defined in accordance with the General Terms.

#### **5. Protection of personal information and confidential information**

The Bank process the personal data for the purpose of execution of its operations, in accordance and in the manner regulated by General Terms in Chapter XXIII Confidentiality and protection of information on payment services.

#### **6. Obligations and responsibilities of the User**

The User is obliged to:

- Use means of identification, authorization and signature in a way that ensures their confidentiality, i.e. not to write down, disclose or make available to third persons the username, password, PIN and data generated by Token/mToken, and accept full liability for all obligations arising from the use of means of identification, authorization and/or signature;
- Immediately and with no exception, inform the Bank about the loss or unauthorized use of Instruments for identification, authorization and/or signing, about other forms of misuse of Instruments for identification, authorization and/or signing or Electronic Banking Services, and about any use of these which are not defined or in accordance with these Special Terms, individual contracts i.e. specific contract and/or User manual,
- Enter accurate data while executing Transactions through one of the services as part of the Electronic Banking Service and bear the risk of entering inaccurate and/or unnecessary information and the misuse of Electronic Banking Service in his own environment,
- Report the change of any personal information necessary for the use of Electronic Banking Services by filing a Request for the modification of information to the Bank,
- Execute all Transactions in accordance with the Framework Agreement, and with legislation and by-law regulations regulating this area, i.e. fulfill all contractual obligations in accordance with applicable legislation.
- Secure control of access to devices used for Electronic Banking Service,
- Behave responsibly and sensibly on internet, in the sense that he will not open e-mails with unfamiliar links or malicious programs and allow the device used to access the Electronic Banking Service to be infected by the malicious program which can cause financial damage to the User,
- Take security protection measures on devices used to access Electronic Banking Service, use programs for protection from malicious programs and access Electronic Banking Service exclusively from a device that does not have programs of a malicious nature.
- Regularly follow official internet presentation of the Bank, especially Bank notifications related to Electronic Banking Service and react adequately in accordance with them.

In case the User does not comply with his obligations from this paragraph, as well as in case of breach of other provisions of these and the Special Terms, General Terms, other provisions of the Framework Agreement, and individual

contract, it shall be considered that the User had acted with gross negligence and he shall bear full damage caused by his conduct.

#### 7. Responsibilities of the Bank

The Bank is not responsible:

- If case the execution of the Transaction is not possible due to the User's mistake.
- For the unavailability of Electronic Banking Services, incurred as a result of technical problems in the computer equipment of the Bank and/or the User, interruption in telecommunication channels, power shortages or as a result of force majeure.
- For computer (hardware and software) and communication equipment that the User uses to access Electronic Banking Service.
- In the case of possible misuse of Instruments for identification, authorization and/or signing by the User or third person, up to the moment that the User officially reports to the Bank its invalidity, cancellation, theft, loss or misuse.
- in case of unavailability of m-banking service to the User who attempts to install this service on a device that functions on an operating system older than the 2 last versions of the available operating systems,
- in case of unavailability of m-banking service, to the User who attempts to install this service on a device illegally unlocked or intended for foreign market (done jailbreak or root).

#### 8. Fees

The Bank calculates and charges fees for the use of Electronic Banking Service and for the execution of payment Transactions to the User's account or via another form of charging in a contracted way, in accordance with the Price List of Fees which is accessible to Users and posted on the website of the Bank [www.otpsrbija.rs](http://www.otpsrbija.rs) and in network branches.

#### 9. Blocking/unblocking of use and cancellation of Electronic Banking Service

The User may, at any time, block the use of Electronic Banking Service:

- By making a phone call to 011 30 11 555
- By submitting a request in any branch of Bank
- By sending an E-mail with information to [stanovnistvo@otpsrbija.rs](mailto:stanovnistvo@otpsrbija.rs)

In these cases the User can personally unblock access to Electronic Banking Service at the Bank branch.

The User can, at any time, request for a blocking of the Token device:

- By making a phone call to 011 30 11 555
- By sending an E-mail with information to [stanovnistvo@otpsrbija.rs](mailto:stanovnistvo@otpsrbija.rs)
- By submitting a related request in any branch of Bank

In these cases the blocked Token device can be unblocked by submitting a request in any of the Bank's branches, by sending an E-mail with personal information to [stanovnistvo@otpsrbija.rs](mailto:stanovnistvo@otpsrbija.rs) or by making a phone call to 011 30 11 555.

For security reasons, the bank will automatically block the User's Token/mToken device if he enters the incorrect answer from the Token/mToken 5 (five) times during additional authorization.

In these cases, the User cannot unblock the blocked Token device, and the reissuing of the Token device must be performed. The User may unblock himself the m-Token through e-banking service, in person, at the Bank branch or at the Customer Center of the Bank.

The Bank will also block Electronic Banking Service if:

- It estimates that, for any reason, the security of the User's information and funds is compromised
- The use of these services by a User, under the exclusive estimation of the Bank, presents a security threat or threatens the operations of the Bank;
- The User does not fulfill his obligations to the Bank regularly, on any basis;

In these cases, access to Electronic Banking Service can be unblocked personally by the User at a Bank branch or through the Customer Centre of the Bank if, under the exclusive estimation of the Bank, there is no further treat, as well as if there is no further risk for the security threat or danger to be repeated.

A client has the right to cancel the use of one or all Electronic Banking Services by submitting a signed Request for closing these services in any branch of the Bank, wherein the day and time of the approval of such a Request for closing by the Bank is also considered the moment of canceling Electronic Banking Service.

All transactions ordered by Electronic Banking Service with the currency date in the future, which are not cancelled until the moment of canceling Electronic Banking Service, will be executed. Cancellation of Electronic Banking Service i.e. the contract on the use of one of said services by the User does not automatically entail the cancelling of the Framework Agreement or specific contract which the Service is related to. The cancellation of these contractual relations and account closing, whether due to loss of employment or due to the death of the User, automatically cancels Electronic Banking Services.

The Bank can cancel an Electronic Banking Service in case of cancellation of Framework Agreement defined by the General Terms as well as in cases defined by special contract.

#### 10. Submission of complaints

The client has the right to file a complaint about the functionality of Electronic Banking Service i.e. the execution of Transactions through the use of one or more of these services in a way defined in the General Terms for the Provision of Payment services in Chapter XXII, Information on the protection of users of payment services.



#### **11. Final provisions**

Provisions of these Special Terms shall come into force upon their adoption by the Executive Board at a session held on 04<sup>th</sup> June 2019 and shall apply as of 21<sup>st</sup> August 2019. The consolidated version is drafted on the basis of integral wording adopted at the session of the Executive Board held on 22<sup>nd</sup> May 2018 and amendments adopted at the session of the Executive Board held on 15<sup>th</sup> January 2019., and the business name of the Bank, was updated in this document in accordance with the Decision of the Executive Board dated 20<sup>th</sup> September 2019.

**EXECUTIVE BOARD OF THE BANK**