

## **BUSINESS TERMS AND CONDITIONS**

### **GENERAL TERMS AND CONDITIONS**

#### **I. General definitions**

##### **(1) Scope of Application**

General Business Conditions govern the entire business relationship between the customer and ProCredit Bank (hereinafter referred as "the Bank"). In addition, particular business relations are governed by Special Conditions or Agreements. These General Business Conditions are agreed with the customer when the account is opened, the product is enabled or an order is given.

##### **(2) Amendments**

Any amendments to these Business Conditions shall be notified to the Customer:

- a. upon their publishing on the premises of the Bank Branches or in public media and/or,
- b. in written on the official bank website and/or on the e-banking platform.

The amendments shall be deemed to have been approved unless the customer submits written disapproval. Customer's remarks and claims must be made known to the Bank within 10 business days from notification of the amendment and changes.

#### **II. Banking secrecy and disclosure of banking affairs**

##### **(1) Banking secrecy**

The Bank has the duty to maintain secrecy on the entire personal data and those related to agreements between the customer and the Bank, or any customer-related facts and evaluations of which it may have knowledge (Banking secrecy).

The Bank may only disclose information concerning the customer if:

- a. the information is required by authorities which are legally entitled to do so.
- b. the customer has consented thereto and authorizes the Bank to disclose banking affairs.
- c. to its customers and only for the banking information of the requesting customer itself.

##### **(2) Disclosure of banking affairs**

Any disclosure of details of banking affairs comprises statements and comments of a general nature concerning the economic status, the creditworthiness and solvency of the customer.

##### **(3) Authorization for processing and transfer of customer personal data**

The Client is aware that his personal or financial data disclosed to the Bank, throughout its relationship with ProCredit Bank, may be transferred from the Bank for the realization of services to the Client, including the processing of loan applications and other services / products applications, as a result of the transfer of some banking services to Quipu GmbH in Germany and to ProCredit Bank in the Republic of Kosovo. For this reason the transfer will be carried out in accordance with Law No. 987 dated 10.03.2008 "On the Protection of Personal Data", as amended and Instruction no. 41, dated 13.06.2014 "Allowing certain categories of international personal data transfers to a country that does not have a sufficient level of data protection", with the aim of ensuring a sufficient level of data protection according to legal definitions.

The Client gives its full and free consent to the processing, administration, transmission and transfer of such data, being fully aware of why the data will be processed over the lifetime of the relationship with the Bank and according to the terms and conditions defined in the legislation in force for the protection of personal data. This authorization is also valid for third parties at the country and abroad such as: correspondent banks, beneficiary bank, intermediary operators, etc. that perform such services, within the framework of services provided by the Bank in accordance with the terms of the respective contracts and with general business conditions, including countries that do not have a sufficient level of personal data protection.

##### **(4) Statements of the bank about storage of personal data**

The Bank stores, manages and processes personal data in accordance with Law no. 9887 dated 10.03.2008 "On the Protection of Personal Data", as amended as well as by the Instruction no. 20 dated 03.08.2012 "On Processing of Personal Data in the Banking Sector".

The Bank is committed to protecting personal data within its premises and systems; The Bank guarantees that bank employees and companies providing services to the Bank are obliged to maintain confidentiality in accordance with the provisions of the Law on Protection of Personal Data and the principles of data protection. The Bank declares that the Client's data will not be used for any other purpose than for use at the time of collection or for purposes directly related to banking products and services. In the event that the Bank will process / transmit / transfer data for other purposes than the fulfilment of the terms and conditions for the provision of financial / banking services under this document, the Bank shall obtain the Client's consent as required by applicable laws and regulations.

The Bank respects the principle of using data for specific and clearly defined purposes and consequently collects, processes, uses and stores the Client's data solely for the purpose of providing and performing financial / banking services to it.

The Bank declares that the Client has the right to receive information and paper documents at any time in connection with its data stored by the Bank without stating the reasons and at no cost. The Bank may, at Client's request, at any time delete any personal data collected by the Bank, correct or update it in accordance with applicable legislation. The Bank is also available to the Client at any time for any further questions on data protection and on how the Bank processes the Client's data as well as who processes such data.

### **III. Liability of the Bank**

#### **(1) Orders passed on other banks participating in the payment system**

If the contents of an order are such that the Bank typically entrusts another participating bank with its further execution, the Bank shall perform the order by passing it on to the other participating bank in its own name. In such cases, liability of the Bank shall be limited to:

- obtaining complete and correct information from the ordering customer according to the conditions set out in national, International regulations or internal banking regulations, completing of this information in respective forms and confirming of this information from the ordering customer by signing the form.
- the careful selection and instruction of the other participating bank on carrying out the order.

#### **(2) Force majeure**

The Bank shall not be liable for any losses caused, as a result of the delay or failure to meet its obligations by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign high authorities).

### **IV. Right of disposal upon the death of the customer**

Upon the death of the customer, the Bank shall allow disposing the amounts to the successor based on the court or notary office decision on issuing a contract of inheritance. If required by the Bank, any document in a foreign language must be submitted legalized and translated into Albanian.

Upon the death of the customer, who has been an account holder with an authorized person, the rights of the authorized person to act on the account shall cease to apply. The Bank shall be obliged to refuse to carry out actions by the person authorized upon being informed on the customer's death.

### **V. Applicable law**

Albanian law and national and international regulations governing banking instruments and products shall apply to the business relationship between the customer and the Bank.

### **VI. Keeping of Accounts. Periodic statements of current accounts**

#### **(1) Issue of periodic statements**

The client can, in any case, dispose financial statements and transfers carried out in his account via online electronic platform for internet banking services (hereinafter referred to as e-banking). Unless otherwise agreed, the Bank shall issue a periodic statement for a current account at the end of each calendar year, or in other cases upon requested by the customer itself, according to the applied charges in force in the Bank working conditions, thereby settling the claims accrued by both parties during this period (including interest and charges imposed by the Bank).

#### **(2) Time allowed for objections; approval by silence**

Any objections a customer may have, concerning the incorrectness or incompleteness of a periodic statement or amendments concerning banking products conditions that he uses or change of costs and fees of these products, must be submitted in written no later than 10 working days after receipt of the statement or notification. Failure to make objections in due time shall be considered as approval by silence.

### **VII. Correction entries made by the Bank**

Correction of wrong entries made by the Bank based on the information or request of the ordering customer.

- a. Incorrect entries on current accounts of the Bank due to inaccuracies of information provided by the ordering customer (e.g. due to a wrong account number) may be corrected by the Bank if the latter is granted the consent of the beneficiary customer.
- b. The ordering customer shall be entitled to the right to request via e-banking platform, within the same working day he signed the order on acting by the Bank, the reverse of the action ordered by him, in case that his account has not been debited. The bank, while performing this corrective entry (reverse entry), shall bear no responsibility to the third parties (beneficiaries of the amount affected, and shall not be liable for the total return of the amount if the beneficiary has a lower balance than the amount of initial action required to be corrected).

The bank shall be entitled to the right to make correction entries of transactions (both in debiting and in crediting) of their complete value and only for transactions that have occurred due to technical or human errors by the Bank itself. These correction entries can be made without the approval of the customer, whose account has been credit or debited due to the wrong entry of the Bank. If more than 5 working days have passed, the Bank shall notify the customer in advance of any reverse entries and correction entries made.

### **VIII. Foreign currency transactions and risks inherent in foreign currency accounts**

#### **(1) Credit entries for foreign currency transactions with the customer**

If the Bank concludes a transaction with the customer under which it owes the provision of an amount in a foreign currency, it shall discharge its foreign currency obligation by crediting the account of the customer in the respective currency. Currencies that Bank concludes transactions are EURO/USD/CHF/GBP/CNY.

Only in cases when the client does not have an active account in the transaction currency and it is impossible to activate it within 48 hours, the Bank maintains the right to conclude the transaction in its active account in the account currency.

#### **(2) Temporary limitation of performance by the Bank**

The Bank's duty to discharge a foreign currency obligation shall be suspended to the extent that and for as long as the Bank cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or the obligation is denominated, due to political measures or events in the country of the respective currency. To the extent that and for as long as such measures persist, the Bank is not obliged either to perform at some other place outside the country of the respective currency, in some other currency (including the country currency) or by providing cash. The right of the customer and of the Bank to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.

#### **(3) Money Laundering Prevention**

In order to prevent the Bank from being used for money laundering obtained from illegal activities and for financing terrorism, ProCredit Bank shall implement and operates in accordance with Law No. 9917 dated 19.05.2008 "On the prevention of money laundering and financing terrorism" as amended, with Regulation No. 44 dated 10.06.2009 of the Bank of Albania on the Prevention of Money Laundering and Financing Terrorism, and with Law No. 157 dated 10.10.2003 "On measures against financing terrorism". The Bank shall be entitled to identify and verify the customer and his data through identification documents upon concluding business relationships as well as in all other cases provided by law.

The Bank shall be entitled, whenever it deems it reasonable, to request the customer to submit other identification/supplementary documents in order to complete the verification of the data submitted by the client. The bank identifies the customer each and every time he/she comes at the Bank's counters. The Bank has the right not to execute the Customer's order regarding the execution of financial transactions, if the Client's identification is not fully realized.

Any domestic/international transaction shall only be performed and executed with countries and/or beneficiary customers who are not part of the international list of countries or persons that are subject of sanctions imposed due to their position and role in supporting money laundering related activities and financing of terrorist activities. The bank shall not be liable for fund return in case the transfers ordered by the customer are not realized and/or client funds are blocked due to the implementation of international sanctions imposed by USA, OFAC, EU, etc.

### **IX. Obligation of the Customer to cooperate**

#### **(1) Amendment of Customer Personal Identification Data, Address and Representative Power to the Bank**

A proper settlement of business requires that the customer notify the Bank without delay of any changes in the customer's identifying personal data (name, father's name, surname, date of birth), address and phone number, email address, business address as well as changes on its ownership, as well as the termination of, or amendment to, any

powers of representation towards the Bank conferred to any person (in particular, a power of attorney). This obligation of notification also exists where the powers of representation are recorded in a public register and any termination thereof or any amendments thereto are entered in that register. The Bank has the right not to allow any transaction by the Customer in his account if the latter has not updated his data at the Bank upon the request made by the Bank.

In any case, the Customer should come once a year to the Bank to confirm or update his data registered in the Bank.

The Customer shall be legally liable for the authenticity of the information or documentation that he declared to Bank. The documentation that is submitted must be within the expiry term/ usage term indicated in the document. The customer shall submit to the Bank the original documents (or certified copies of the original by the notary). If the documentation is issued in a foreign country, it must be legalized/stamped with an apostille, and translated into Albanian language.

#### (2) Clarity of orders

Orders must unequivocally show their contents. Orders that are not worded clearly or are not complete may lead to queries, which may result in delays or inaccuracies/errors in execution. In particular, when giving orders on debiting an account (e.g. transfer order), the customer must ensure that the information provided, complete identification of the beneficiary by providing his name, surname, as well as account number and bank code, are complete and correct. Additions, confirmations or repetitions of the orders should be specified and drafted as such. The Bank shall use all its means to correct any misstatement due to incorrect information provided by the Customer, but it shall not be held liable and shall not be responsible for any liability if the correction does not take place. The Customer is obliged to submit to the Bank all the justifying documentation required by the Bank pursuant to the execution of a transaction, in particular deposits or various domestic or international transfers.

#### (3) Special reference to urgency when executing a transfer order.

If the customer feels that a transfer order needs to be executed particularly promptly, the customer must notify the Bank of this fact separately through communication channels published on the Bank official website.

#### (4) Examinations of and objections to notifications received from the Bank.

The customer must immediately examine account statements, other statements, advises of execution of orders, and information on expected payments and transactions ordered by itself as to their correctness and completeness and immediately, within the same working day, raise any pertinent objections.

#### (5) Notifying the Bank in case of non-receipt of statements.

The customer must notify the Bank immediately if notifications or forms expected by the Bank are not received. In this case, the Bank is obliged to answer the Customer within the time frames set forth in the form that the Client may withdraw at the Bank, or in its website.

#### (6) Obligation executed in account.

In case of Customer's obligation due to the Bank, the Customer authorizes the Bank to debit all of his accounts and, in the event of lack of balance, transfer this obligation into a negative balance by applying an interest rate as provided in the Business Terms and Conditions in force at that time. The Bank will notify the Customer in any case about debiting and transfer of his/her obligation and liability into a negative balance.

### **X. Cost of banking services**

#### (1) Interest and commissions.

The interests and commissions are reflected in the Business Terms and Conditions, which are available at the premises of the branches of the Bank and also in the official website of the Bank. If a customer uses a service listed there and if no special agreement has been made between the Bank and the Customer on this service, the Bank shall apply the interests and commissions stated in the Business Terms and Conditions. Accrued commissions for banking services will be held according to the service currency or as specified and indicated in the Business Terms and Conditions. In the event of a negative balance in the Customer's account when holding the commission, then this amount shall be held by the Bank from the first account of the Customer that has a positive balance at that time or in the future or in the first crediting that the Customer will benefit in any account.

#### (2) Changes of interests and commissions

Commissions for services that the Customer uses continuously in the context of business relationships (for example a current account) may vary. In any case, the application of these changes shall be made by means of prior notification

to the Customer following notification methods provided and indicated in the relevant Agreements entered into between the Customer and the Bank or in any of the forms selected by the Bank as a means of notification: individually, in writing via electronic means of communication, by posting notices or brochures in the bank premises or in the official website of the bank, through mass media communication. The Bank shall withhold the obligations that the customer is due in case of insufficient funds and balance in the respective account using funds that are available in all the Customer's accounts.

### (3) Additional expenses

The Customer shall pay or reimburse all costs incurred by the Bank when it implements the instructions or acts to the interest of the Customer (in particular, postal charges, third-party commissions for product benefiting or services provided upon his order), or commissions applicable as a result of the requests from state authorities such as tax authorities and bailiffs that require blocking and/or execution of funds in the Customer account.

## **XI. Circulation and processing of banknotes in the Bank**

Based on the applicable law in force, the Bank has the right to confiscate banknotes/coins suspected of being counterfeit or deliberately damaged (double series) received from cash deposits carried out at the ATM, Drop Box, or at the counters of the bank. Confiscated banknotes are submitted for further expertise to the National Analysis Center at the Bank of Albania. The Customer may request a copy of the expertise within a 50-day term from the moment of confiscation to receive a final answer about the confiscated banknote.

In the event that money results authentic (valid) from the expertise, the Customer shall be notified accordingly by the Bank and the amount of money shall be credited to his account.

If it results that more than 50% of the surface of a local banknote/coin (ALL) exists then it shall be accepted against the nominal value. The Customer will immediately be credited in his/her account for the total amount of money he submits.

If it results that less than 50% of the local banknote/coin exists, it cannot be accepted by the Bank against the nominal value. The Customer should communicate with the staff of the bank to follow the process and sign the necessary documentation required pursuant to initiating a request for reimbursement of funds to the Bank of Albania.

The Bank shall not accept damaged banknotes (EUR/USD) to that extent that questions the validity of the banknote or are inadequate for circulation.

## **XII. Right of the Customer to termination**

The Customer is entitled to terminate at any time, entirely and partly, the business relationship, except when based on a specific agreement, the Bank and Customer have previously agreed about any termination clause or expiry term.

## **XIII. Right of the Bank to termination**

### (1) Notice based termination

The Bank may terminate the business relationship entirely at any time, unless there is special agreement between the Bank and the Customer in which they have previously agreed about any termination clause or expiry term. For specific reasons, the Bank shall reserve the right to terminate the service without providing an explanation related to such decision.

## **XVI. Conditions to be met pursuant to the continuation of Customer relations with the Bank**

The Customer must hold at least one current account at the bank in which he should execute a transaction every three months.

## **XVII. Execution venue and disputes settlement venue**

The venue of execution for both parties shall be the headquarters of the Bank in Tirana or, alternatively, in the branches of the Bank opened in those districts where the transaction is carried out. These General Business Terms and Conditions are compiled and drafted in Albanian and English. In case of discrepancy between the two versions, the Albanian version shall prevail.

## **SPECIAL BUSINESS TERMS AND CONDITIONS**

In addition to the General Business Terms and Conditions, shall also be applied the Special Business Terms and Conditions of the Bank. The Special Terms and Conditions set forth below or other terms and conditions applied to specific products and services in agreement with the Customer will prevail over the General Terms and Conditions.

## **I. Current account and saving account**

Current account is a mutual two-way account between the Bank and the account holder. The account is used as a tool for all incoming payments for the Client (incoming/credit) and for all outgoing payments from the Client (outgoing/debit). The customer can benefit the current account only by being supplied with one of the packages of services for current accounts and related products offered by the bank. In any case, the Customer must be provided with products, savings accounts, debit card and e-banking. The closing of the current account lead to automatic closing of all related products. The accounts of Individual customers are not allowed to be used for business purposes. All transactions in the accounts of Business Customers, as a natural person or legal person, are intended for a sole purpose, the administration of the respective activity, and allow only the execution of transactions for business purposes.

## **II. Saving accounts**

### **(1) Saving accounts**

Savings accounts serve as a means of accumulation of funds even through regular or irregular payments. They are not used to run business operations or payment transactions.

## **III. Time deposits**

### **(1) Maturity term/Duration of Deposits**

The duration of the deposit begins on the day the deposit amount is credited to the time deposit account and ends on the exact day when the agreed deadline expires, or if this day is not a Bank's Business Day, on the next business day. The possible terms applicable for these products are set out in the Business Terms and Condition.

### **(2) Availability/Closing of deposit account**

Over the duration of a fixed time deposit agreement, neither deposits nor withdrawals are allowed, including the interest obtained as well as the deposit principal. In special cases, withdrawals are allowed prior to related maturity. In such cases, the interest rates/sanctions for early deposit breakdown shall be applied based on the business terms and conditions in force. However, the principal of the deposit shall not be affected in any case, unless it is authorized by the Customer itself.

The changes to the amount of the deposit and closing of the account are only permitted on the maturity date specified in the individual time deposit agreement and, according to the cases specified in the special agreement between the Bank of the Customer, previously agreed upon. In the event of an order on imposing an executive sequestration by the bodies entitled based on the law, then the deposit shall be automatically closed and the Bank is obliged to transfer a certain amount of deposit on behalf of these bodies and all the remaining amount is transferred to the current account of the Customer. In these cases, interests/penalties for deposit breakdown shall not be applied.

In case of time deposits through which the Customer is entitled to the right to obtain periodic interest (monthly/quarterly etc.), within the deposit validity deadline, closing the account before the deadline shall be accompanied with restitution, by the customer, of the interest obtained or withdrawn by him/her at that moment. If it's not possible or in case of failure to deposit this interest from the Customer at the closing time before the deposit deadline, the latter authorizes the Bank to act on the deposit principal in order to cover up this interest.

## **IV. Other banking products terms and conditions**

(1) Offering and obtaining banking products is done in accordance with the business terms and conditions, working conditions in force in the bank and special agreement signed between the Customer and the Bank. Special products such as debit card, e-banking service, or credit products are provided based on the special terms and conditions applicable for these products and special agreements related to them.

### **(2) Interest and capitalization**

The interest rate and its capitalization are determined in the business terms and conditions in force in the bank as well as in a special agreement signed between the Customer and the Bank.

According to tax legislation, the interest income is subject to income tax. This interest tax is debited to the customer at the time when the accrued interest is credited. These taxes are paid by the bank on behalf of the beneficiary.

The Bank grants gross interests only to legal persons and parties that are exempted by law (Article 33 of the Law No. 8438, dated 28/12/1998, as amended by Law No. 9458, dated 21/12/2005 "On Income Tax") and to blind people according to Law no. 8098/1996, article 4.

### (3) Changes and amendment of the banking products terms and conditions

The Bank shall notify the Customer about the changes and amendment of the terms and conditions of offering the products:

- a. through notifications posted in the premises of the Bank or related publication in its website
- b. notification as specified in the agreement between the Customer and the Bank.

The Customer must submit a written notice to the bank within 10 business days from receipt of the notice, in case of an objection or claim regarding the changes of the terms and conditions. Upon the expiry of this deadline, the amended conditions will be considered accepted by the customer.

### (4) Deposits and withdrawals

The Customer may deposit and withdraw amounts to/from his account according to the terms and conditions set forth by the Bank only through the automatic machines made available (based on a special agreement with the Bank) which are permanently operational in 24/7 service zones, in branches and agencies of the Bank.

### (5) Joint and individual obligations

With regard to current accounts, the Bank only recognizes only one account holder and one or more authorized persons. For liabilities arising from current accounts, the account holder and authorized persons depending on the rights and obligations recognized in the authorization act issued by the account holder are jointly and severally liable, which means that the Bank may request the repayment of all or part of the liabilities to each of them: account holder or authorized person(s).

### (6) The authorization acts that are acknowledged and authority level for third parties

The authorization acts that are acknowledged by the Bank are as follows:

- a. Court decisions (for individuals, NPOs, etc.).
- b. Extract issued from National Business Cent (for legal persons and natural persons).
- c. Notary procures.
- d. Authorizations (for state institutions).
- e. Statute and incorporation act registered at National Business Center.
- d. Authorization form of the account holder issued in the presence of the authorized employee of the Bank.

The level of the authority for carrying out actions on accounts as well other actions for services related to the account shall be determined by the authorisation document for actions on accounts from third parties or by a power of attorney compiled by the notary. In these authorization forms, it should be unequivocally and clearly expressed the accounts, the type, and currency of the account, as well as the actions to be carried out by the authorized third party.

### Account related information and other notices

Account related information and other notices shall always be sent by the Bank to the account holder's designated address upon his request or upon his presence at the Bank's counters.

The notice on the termination of business relationship or notice on the intended termination of the business relationship shall be sent to the account holder according to the notification manner as specified and indicated in the individual agreement.

### (8) Right to withdrawal

#### a. Special withdrawal right of the account holder and authorized persons.

The account holder may withdraw from the account and may terminate all agreements regarding account's holding and their debit and credit. This right is restricted if accounts are frozen/blocked by an order of the competent authorities to which the law recognizes such right or when these accounts are offered as a guarantee upon the request of the account holder himself/herself.

Also, the account cannot be closed if it is linked to other active products that are not closed in the bank (credit card, OVD, loans, etc).

The authorized person or persons may also withdraw from the account and may terminate all agreements relating to the account/s holding and debiting and crediting thereof, but the aforementioned right is restricted or not recognized if this right is expressly limited to the act of authorization accepted by the Bank and based on which the authorized person/s is/are registered as such in the current account/s.

**b. Granting and terminating representation rights**

The authorization of third parties to execute transactions from an Account may be issued only by its account holder. Cancellation of this authorization by the account holder leads to the termination of these representation rights. Such cancellation shall not be effective until it has been accepted in writing by the Bank. It is the responsibility of the account holder to immediately submit the revocation act of the authorization to the Bank, notifying the latter in writing. The Bank shall not be held liable for transactions executed by the authorized person whose representation rights have expired if it has not been notified about this fact by the account holder.

**c. Closing accounts**

The account holder may close the account individually at any time, always upon the settlement of the obligations that are carried in the account or unpaid commissions in favor of the Bank. Also, the account cannot be closed if it is linked to other active bank products that are not closed in the Bank (credit card, OVD, loans, etc).

**(7) Banking transactions on behalf of juveniles**

Every individual under the age of 18 is considered a juvenile. Parents or legal custodians act in lieu of a juvenile/minor who has not reached the age of 14 activating only one/several accounts. Furthermore, the relationship can be expanded by activating a time deposit account on behalf of the juvenile.

Juveniles who have reached the age of fourteen.

-A juvenile/minor aged between 14 and 18

An individual of this group is legally entitled to act alone, without the presence of the parent or legal custodian if the income or savings are provided by his/her job. To prove this, he/she must submit employment contract, social insurance number, tax office certificate, or employment certificate issued by the employer. In cases when the income or savings in his accounts are benefited from the deposits of third parties (parents, grandparents etc.), the juvenile/minor may act based on the prior approval of the legal representative.

An individual of this group has the right to administer his/her assets, but always with the prior consent of the parent/legal custodian.

When the juvenile reaches the age of 18, he/she automatically gains the adult status and acquires the right to act alone in bank accounts without the need to obtain the prior consent of the parent/custodian, so the person enjoys full capacity to operate and use his/her accounts. From this moment the parent/legal representative no longer enjoys any right to operate the child account.

**(8) Dormant accounts**

A bank account is classified under "DORMANT" status if no transaction has been performed and executed by the customer for a period of 12 months from the last transaction, except for automatic transactions generated by the system of the Bank. The account is classified under "dormant" status regardless of the account balance. The customer has to come to the bank to activate a dormant account, according to the terms and conditions and documentation specified by the Bank. When the account has positive balance and for 12 months consecutively the account will not be closed, but it is not active (actions cannot be taken). In the case when the account still has available funds after the last transaction initiated by the Customer, the system will continue to apply and charge commissions until the zeroing of the account balance.

In the case when the account has a zero balance and no activity for 12 consecutive months (365 days) from the last transaction initiated by the customer, it will be closed. In this case, the system accumulates commissions for 6 months and the account will automatically be closed after 12 months from the last transaction of the customer.

**V. Transfers**

**(1) General principles**

The Bank executes transfer orders on behalf of the Customer, ordered only through the Internet banking platform (hereinafter referred to as e-banking platform), with due care and due diligence. The customer also has the duty to cooperate and exercise due diligence by completing all the justifying and supporting documentation required by the Bank. Through e-banking platform, the customer can perform and execute other foreign currency services such as foreign exchange transactions or payments, according to their terms and conditions as offered by the Bank.

**(2) Clarity of transfer orders**



Orders and instructions may only be given by the Customer via the e-banking platform and must clearly indicate the content of the transaction. In particular, when issuing transfer orders, the Customer shall ensure that the details of the transfer order for the execution of his request are correct, complete and error free regarding the name, last name of the beneficiary as well as the bank account number and Bank Identification Data, IBAN, Swift Code, Beneficiary Name, Beneficiary Bank Name. In addition, in adding a comment on the transaction, the customer should take care to determine the details of the payment such as invoice/receipt/contract number, date of documentation, etc.

The ordering customer is also required to submit the justifying information as required by the Albanian law. International transfers are subject to laws and regulations applicable to foreign exchange. The payment order with the transfer instructions is compiled by its orderer who has to verify it in advance and upon its signing, he/she is responsible for any consequences that may result from its improper compilation. The customer is entitled to refuse and decline the payment and withdraw the previous order only if his account is not yet debited. If any, all the costs in this case will be borne by the Customer.

In exceptional cases, any order issued by the Customer through the documents completed and signed by him/her shall be deemed received at the bank upon the signing by the Bank employee. Based on this signature, the employee confirms the presence and acceptance of this order in the Bank.

The execution of this order shall be subject to the valid balance of funds in the account of the orderer and subject to the time limits for the transaction. Only orders generated by the Bank's system confirm and certify their final execution.

#### (3) Payment emergency, compilation of standing orders

If the Customer deems that the order requires immediate execution, he shall notify the Bank about that fact in a particular way. The Bank may apply a separate commission for this service referring to the applicable Business terms and conditions. When the payment order is urgent, it is processed on the value date D, if the customer's request, together with the order on the e-banking platform is submitted within 15:30 hrs. for foreign currency transfers and within 13:30 hrs. for ALL transfers.

Confirmations or standing orders should be drafted as such.

#### (4) Reversals/Cancellation

A customer may withdraw or cancel a payment order that he or she has provided only if the amount subject of the transfer is not yet debited from his/her account.

The Bank may apply a special commission for the reversal and cancellation of the transfer (according to the business terms and conditions in force). The same will apply also to transfers between customers within the Bank as well as for domestic transfers.

#### (5) Duties related to due diligence

In case the Customer has contributed to the occurrence of any loss due to his fault, in particular by violating the customer's duties related to exercising due diligence, he shall be liable for the losses at a certain extent. Closing of the current account leads also to closing other related products.

## **VI. Internet banking services**

The Bank offers the possibility of conducting and executing online banking services (via the Internet). These services are made possible by using the security elements that are made available by the Bank, for example passwords, tokens and username, and signing a special agreement on the terms of use and operation of these services. The Bank reserves the right to update the security features in the future based on current applications and technological developments.

#### (1) Right to see account balance and movements

The Customer, only through the use of the username and password, is allowed to check the account balance and issue and print the account statements on his behalf at any time.

#### (2) Right to execute transactions between accounts

The customer upon being provided with the token or/and security code (Mtan) which shall be available through the phone number for every action that will be executed in the Bank electronic platforms, has the option of making foreign exchange transactions, transfers of payments in the ALL, EUR, USD, GBP, CHF, CNY currencies via the e-banking electronic platform at the standard exchange rate published in a bank or a negotiated preferential rate depending on the amount of exchange transaction.

#### (3) User name, code generating token and password

The Bank enjoys the right and is entitled to execute the orders of the customer with passwords and token.

The use of these tokens is equivalent to the customer signature. The customer is responsible for all the transactions ordered using the token made available by the bank.

#### (4) Loss and misuse of tokens

The Bank shall not be held liable for any loss or misuse of the tokens by the Customer, unless the Customer informs the Bank in due time. The Bank shall not be liable in the event of any direct or indirect damage that may result from incorrect installation or technical defects in the Bank's software.

### Definition of terms and services

**Order** is the procedure when the user via internet banking, after conducting successful identification, sends to the bank, the requests and data on the execution of the banking service. When the order is compiled according to the instruction of use, is as valid as the orders written by him.

**Payment order** is one of the requirements, that the user after the order procedure, sends to the bank.

User is the Customer, which the Bank allows to perform banking service via internet.

**Username** is a security tool that serves for verification of identity.

**Password** and token are security instruments that serve for user recognition.

When using the service of sending national/international payment orders through the internet banking service, the User states that transfers are implemented according to accompanied and justified documentation and that the latter is not used to justify other transfers for the same asset and for the same value. In any case, the User shall be held legally and personally liable if the abovementioned statement will prove to be false in the future.

### RIGHT TO USE INTERNET BANKING SERVICE

#### Terms and Conditions for use of internet banking service

Bank allows use of internet banking service to the user, who:

- has opened a current account at the bank, through which carry out payments.
- has submitted the completed and signed request for the use of this service.

For the use of the internet banking service, the user must have a personal computer/smartphone and access at the internet.

Use of internet services is allowed after entering:

- user name,
- password and
- digit code tokens/or any other security measure made available by the bank.

### RULES AND INSTRUCTIONS

The Client can use the internet banking service 24 hours a day. Execution of actions and orders is related to the working schedule of the Bank, institutions and other involved systems, for e.g. settlement systems, clearing systems such as SWIFT or APIS and AECH.

Actions and orders must be carried out through sending relevant data, which shall be then reviewed by the Bank. Cancelling an act or order is made only through direct contact with the Bank, so before the execution of the order or action takes place.

All the orders sent to the Bank by one person, by using codes of the Customer's identification (including the password and the digit code), in order to identify himself to the Bank, shall be deemed as the order sent on behalf and for the account of the Customer, regardless of the legal relationship that there exists between him and the Customer, and regardless of the fact that the order has been sent with or without the knowledge of the Customer.

The Customer must check the entirety and accuracy of all the data before sending them. The Customer shall be held responsible for the data sent by the person who uses the internet banking service. In addition, the Customer shall undertake the risk of irresponsibility or return of order or action as a result of sending incorrect or incomplete information. The Bank shall be entitled to the right that at any time and without stating the reasons, to refuse providing of information or accepting order execution through the internet banking service.

### USER LIABILITIES

#### Responsibilities

User is obliged:

- to maintain access parameters and figures and not provide information to the third unauthorized persons.
- The user shall be fully responsible for any damage that may occur.
- The user must change the original password once it gets it from the Bank. The password must not contain codes that are simple to be verified (such as phone number, his birthday or of his relatives, children's names, etc.)
- The user must carefully save the password and token and protect them from the use of unauthorized persons. Especially after changing the password, the User must not mark or store these security elements, except at the internet banking service terminal (internet banking).
- The User must immediately notify the Bank in case of irregularities or malfunctions. If for any reason there is a doubt that the password is recognized by an unauthorized person and the user no longer owns the token, he must immediately notify the Bank via phone number +355 (42) 389 389. The notification by phone must be accompanied by a written confirmation within a 3-day period.
- Upon receiving the notification, the Bank shall be responsible for taking all the necessary technical measures to prevent further losses on Customer's account. Financial expenses resulting as a consequence of such a case shall be charged to the Customer. If the Customer neglects the announcement, then he shall be held responsible for potential losses.

The User declares that he has been aware from the lender of the risk presented by the execution of transactions in foreign currency in case when his incomes are in ALL, as a result of unfavorable moves of ALL/currency exchange rate.

## **LIABILITIES OF THE BANK**

### **Guaranteeing execution of actions**

The bank guarantees the users to properly execute all the completed payment orders.

The bank is obliged to immediately inform the user for any changes or updates of the general terms and conditions. If the User does not agree with possible changes or additions, is eligible to unilaterally request termination of the use of internet banking service.

### **Data security**

Customer's personal or financial data collected by the Bank due to the operation of this contract shall be processed by the Bank in order to implement and maintain this contractual relationship between the Customer and the Bank, and shall be stored pursuant to the Law No. 9887, dated 10.03.2008 "On personal data protection", as well as Instruction No. 20, dated 03.08.2012 "On processing personal data in the banking sector".

The Bank and User are obliged to maximize the security measures, which enable minimizing unauthorized access, change or loss of data.

### **Responsibilities**

The Bank shall not be held responsible for any loss or lack of profit caused by the user of the internet banking service, as a result of errors in the transmission, delays, discrepancies, malfunctioning of any kind, intervention of third parties in the facilities of the telecommunication or internet, network hold-ups, intentional blocking of electronic access by third parties, or malfunctions presented by the part of the network provider.

The Bank shall not be responsible for the accuracy and entirety of the data it transmits. In particular, all information regarding accounts (account status, account statements, transactions) and general available data should be considered as temporary and not mandatory.

The Bank shall not be responsible for the internet banking service user terminal, for the technical access to the service, nor for the required software. The Bank shall not be responsible for the losses that occur during activities related to internet banking service due to pirate viruses or programmes in the customer or service user system.

If any security risk is noticed, the Bank shall be entitled to the right, at any time, to interrupt the banking services offered via the internet in order to protect the Customer until the danger is avoided. The Bank shall not be responsible for the losses resulting from such interruption.

The Bank shall not be held responsible for the loss caused to either the Customer or the service user due to his failure to meet the contractual obligations (Customer).

## **REQUIREMENTS**

### **Notification of Irregularities**

The User is entitled to the right to declare the stated irregularities, within 1 month from the date of executing the transaction. The bank is obliged to settle the claims 15 days after accepting the written request the Customer has made regarding the stated irregularities.

### **COMMISSIONS**

#### **Fee Determination**

The Bank establishes and changes commissions for the use of internet banking according to the Business Terms and Conditions. Customers can get the information on amending business terms and conditions at the Bank counters or on the Bank's website [www.procreditbank.com.al](http://www.procreditbank.com.al)

The commission for activation and use of the Internet banking service shall be held in the currency of the package and is part of the fixed service commission defined in the contract signed between the parties.

### **BLOCKING INTERNET BANKING SERVICE**

The Bank automatically blocks internet banking service access after three successive attempts conducted with incorrect password and incorrect digit code of the code generating token.

The Bank blocks access from the moment of phone notification until the customer is showing to one of the Bank's counters, where he'll file a written request for reactivation or reapplying the service.

The bank is entitled to the right to block the service without clarifying the reason for such a decision.

### **INTERRUPTION OF THE SERVICE USE**

The Customer or user of the internet banking service can end the contract (indefinitely) at any time through a written notice by attaching this announcement the code generating token.

The bank is entitled to the right to terminate the service, without clarifying the reason for such a decision.

In each case, the contract termination should not affect the remaining obligations of the customer or user of the internet banking service.

### **VII. Security rules governing the card use**

The Bank offers the possibility of carrying out and executing card transactions. These transactions are enabled through the use of the PIN code and card security elements. The cardholder must follow the security rules listed below:

1. The cardholder must ensure and take measures for online purchases carefully verifying the company and the website where the card-related data are input.

(Attention: When the purchase is made from a secure website, the website address containing the required credit debit card information will change from "http" to "https"). This fact verifies that the website contains a certificate of Secure Sockets Layer (SSL). The cardholder must check this certificate by clicking on the icon in the form of locker and thus ensuring that the company in question is true and the information sent through this site is illegible).

2. The cardholder must perform and execute transactions in a secure computer that is not accessible by other unauthorized persons (for example, it is recommended to execute transactions from the home computer or personal laptop).

3. It is recommended that at the end of each online purchase, the cardholder must print on paper or keep records of the transaction and possibly keep it until the card purchase process has been fully completed successfully.

4. The card holder should be careful not to provide card related data (password, PIN, or other data via email or phone) as the Bank never contacts the card holder to ask for this information.

5. If the cardholder fails to comply with these security tips, he or she shall be fully responsible for any losses that may occur until the Customer notifies the bank about card related problems and requests the card blocking.

The Bank shall not be liable for any loss or misuse of the Card by the Customer, in case the Client does not notify the Bank in due time. The Bank shall not be held liable in the event of any direct or indirect damage that may result from incorrect installation or technical defects of the Software.

### **CARD USE**

- The Customer may use the bank card to withdraw money/buy goods or services in all points of sale and ATM devices, with the card logo exposed, in Albania and abroad. Card use shall be subjected to the general terms and conditions defined in the Annex GENERAL TERMS AND CONDITIONS ON BANK CARD USE (for individuals) and Annex GENERAL TERMS AND CONDITIONS ON BANK CARD USE (business) - annexes which are part of this document.

During card use on ATM and sale points (online or no), where monetary values are withdrawn, deposited and payments for goods or services are made, the Customer should identify the card by entering the PIN code or the three-digit code (CVV2) located in the back of the card.

As a rule during card use at the sales points where buying of goods or services are made, the Customer must enter the PIN code and sign the receipt, keeping a copy of it.

- The Customer accepts all obligations for transactions made through the card (i) without his signature, but through identification by PIN code and/or three-digit code of the card security (CVV2), (ii) without his signature and without identification of any of the above-mentioned codes, in cases of purchases made:

- on the Internet,

- via email (electronically),

- Use of blocked, expired, invalid card, as well as use of card for illegal purposes is forbidden and may cause criminal prosecution of the Customer. The Customer shall be fully responsible for the caused damages.

- In case the card has expired, is damaged, has been declared invalid, etc. the Customer should hand it over to the Bank and Bank employee in charge or the Customer himself, must take the card out of use by destroying it in the shredding Machine located at the Service Point.

- The Customer undertakes to inform the Bank in writing if the information provided on the application form for the card changes.

- The Customer must maintain all the invoices and receipts, at least until the payment is completely executed and confirmed and to make it available to the bank whenever required.

#### **Violation of contract, Card Close**

The Customer may close the bank card, pursuant to the conditions set forth in this act (respective annex), at any moment, by presenting at the Bank and signing the respective forms.

#### **COMMISSIONS**

The Customer shall be informed in advance in writing at any Bank ATM for service commissions according to the following text:

Card service commissions notice

Attention!

1. This ATM is set by ProCredit Bank sha.

2. In this ATM you can withdraw and deposit in cash your money, within the limits stipulated by law, using the bank card issued by our Bank. For this service, you pay commissions defined on the applicable working terms and conditions in force at the Bank.

3. In this ATM you can withdraw your money in cash even with cards issued by other banks, but in these cases, you will also pay a transaction commission that our bank will carry out with the bank which has issued the card.

5. Our bank shall not be responsible and does not reimburse the commissions you will pay for the services offered in this ATM, with cards issued by other banks.

6. Our Bank is always at your service.

7. For any problems and information required, please contact our Bank with this phone number+355 42 389 389.

The bank establishes and changes commissions for actions that can be carried out with cards pursuant to the Working Terms and Conditions. Customers can get the information on amending business terms and conditions at the Bank counters or on the Bank's website [www.procreditbank.com.al](http://www.procreditbank.com.al)

#### **VIII. DEPOSIT INSURANCE**

##### **Information on Deposit Insurance**

a. The deposits of individual customers, physical persons and commercial companies that are account holders are insured by the Deposit Insurance Agency, according to the provisions of Law no. 53/2014, dated 22.05.2014 "On Deposit Insurance", as amended. The Agency compensates the insured deposits in the cases when the Bank of Albania decides to liquidate the Bank or when it is voluntarily liquidated.

b. The Agency shall compensate the insured deposit, according to the provisions of this Law, for not more than ALL 2,500,000 (two million and five hundred thousand) for each depositor (account holder), regardless of the number of deposits or the deposit amount. The level of compensation for each Customer/Depositor is calculated on the aggregate amount of insured deposits of this depositor with the Bank, irrespective of the number of deposits, and type of currency deposited or payable. The persons authorized to operate the account, but are not account holders, do not benefit and are not considered in any case for the effect of the deposit compensation, according to the Law "On deposit insurance".

c. Compensation on behalf of insured deposits starts immediately after the Bank is notified in writing by the Bank of Albania on the intervention or about the decision of the voluntary liquidation of the Bank. The compensation process is carried out in accordance with the procedures set forth and stipulated in the Law "On deposit insurance" and in related by-laws. Compensation ends no later than three months from the starting date of the compensation process.

d. Compensation of the insured deposit is made as follows:

1. Through a transfer of the deposit compensation amount to another insured bank.
2. Through the payment of the amount in ALL of the person according to the compensation level.
3. Through an insured agent bank.
4. Deposit Insurance Agency is the institution established pursuant to the insurance of the customers' deposits and their compensation in compliance with the requirements of the Law. The key role of the Agency consists of:
  - Protection of depositors from the bankruptcy of the bank where they have deposited their savings.
  - Compensation of their deposits to the extent provided by the law.

More information on your Deposit Insurance can be taken at the Bank Counters or on its website, as well as on the website of the Deposit Insurance Agency [www.asd.gov.al](http://www.asd.gov.al).

## ANNEX 1

### **GENERAL CONDITIONS ON THE USE OF BANK CARD (CONTACTLESS PRIVATE DEBIT CARD / VISA CLASSIC FLEX CARD)**

#### **1. Card issuance**

1.1 The bank card shall remain property of the Bank at all times. The Contactless Mastercard Debit card is issued to any person above 18 years-old who meets the conditions set by the Bank itself and to minors who meet the conditions under the legislation in force. The Bank takes a decision to issue a card at the applicant's request and commits to inform him/her on its decision.

1.2 The additional card in the name of the person authorized person in the account may be issued at the request of the authorized person and requires the approval of the principal cardholder, subject to a power of attorney or authorization granting the applicant the right to operate the account. The main cardholder is responsible for any transactions made while using the additional card. If the Bank deems it appropriate, it will sign an agreement with the applicant to issue the card. The card must be personally drawn at the bank by the cardholder.

1.3 Only the cardholder has the right to use the card. Transfer to or use by third parties is prohibited.

1.4 The validity of the card is 5 years and expires effectively at the end of the month corresponding to the completion of the 5-year deadline, unless cancelled before this validity date by the cardholder or the Bank.

1.5 The client can also change the card code (PIN code) ProCredit Bank ATM, if necessary, against payment of commission according to terms of service.

The bank does not offer the card code-reset service in cases where the client does not have this number or fails to remember it. In these cases, the card becomes unusable and the client must be provided with a new card in order to benefit from the required service.

1.6 The principal cardholder undertakes to pay the obligations arising from the use of the card. The holder of the additional card is jointly and severally liable for any expenses incurred with the card bearing his/her name.

1.7 The cardholder undertakes – before effectuating any transaction with the card – to change the Personal Identification Number (PIN code) at the nearest ProCredit ATM in Albania and to store the Card and PIN Code separately and safely. The PIN code should not be noted on the card.

1.8 In the event that the card applicant fails to appear to withdraw it within a period of 3 months from the date of the notice, the Bank reserves the right to close the card albeit commissions for this card have been paid under this contract and the terms of service.

#### **2. Card use**

2.1 The cardholder may use the Card to purchase goods or services at all points of sale in Albania and abroad that have the Card's logo displayed. The cardholder may use the Card to withdraw cash at all ATMs and points of sale in Albania and abroad, that display the Card's logo. When using the card at points of sale, the cardholder must identify himself by entering his Personal Identification Number (PIN). d

2.2 The cardholder undertakes to pay all costs related to the transactions made by the additional cardholder, including

any applicable fees.

2.3 The cardholder may encounter obstacles in the performance of transactions that may result from: incorrect insertion of the Card Code; lack of funds in the account associated with the card; lack of line in the ATM chosen to perform the action; failure to meet any of the parameterized queries for authorizing the requested transaction; manufacturing error related to personalized card data; glitches in ATM or POS; incorrect insertion of CVV2, etc.

2.4 The cardholder shall comply with the rules on card security terms and conditions set out in the business terms and conditions provided to the client at the time of opening an account.

2.5 For VISA cards, the Bank offers 3D Secure service. This service is available on all sites bearing the "Verified by Visa" logo by providing clients with secure online shopping. The transaction is executed through a password that the client has set at the time of registration with 3D Secure service and only the cardholder knows.

2.6 For MasterCard cards, the Bank offers 3D Secure service. This service is available on all sites bearing the "Secure by MasterCard" logo by providing clients with more secure online shopping. The transaction is executed through a password / security code which the client receives via an SMS to the phone number he/she has registered with the bank at the moment of applying for the card. This code can only be used once and the client will receive a new code for each purchase.

### **3. Payment conditions**

3.1 The card is always in function of the cardholder's current account. This type of card may only be used by its holder if there are sufficient funds in the account, within the approved limit for uses stated in the bank's effective terms of service. If the client requests that this total fund limit be increased or reduced by a daily amount or for each transaction, then he should apply to the bank. The Bank shall not be held liable for any possible losses due to fraud, theft and third-party benefits, etc., which may arise from the increased card limit at the request of the client. In case of limit change applied by the Bank for all clients, the bank will notify them in advance through notices at branches, ATMs and official website of ProCredit Bank.

3.2 The cardholder authorizes the Bank to debit his/her current account in the amount of any performed transaction, payment, commission or fee applied according to the use of the card in Albania and abroad.

3.3 If the card is used in countries which use currencies other than the currency ALL, the cardholder accepts the foreign exchange rate and fees applicable by the Bank to VISA International and Master Card International.

### **4. Complaints**

4.1 In the event of any complaint concerning the quality and quantity of goods or services purchased, the cardholder must resolve this issue with the representative of the commercial entity where the transaction was executed. The Bank is not liable in the event of any complaint relating to the quality and quantity of goods or services purchased by card. The Bank, in these cases, at the request of the cardholder and for the purpose of protecting the interests of the injured client, enjoys the right only to initiate the "chargeback" process with the code "Not as described". The Bank is not liable whatsoever for the quality and quantity of goods or services purchased by card.

The cardholder is responsible for all the money spent on using the card, regardless of his/her right to file complaints. The cardholder may not cancel an order initiated by card unless the amount is specified in the order.

4.2 The cardholder shall have the right to complaint to the Bank for any debit arising out of a card transaction. This complaint is filed using the standard complaint form that is completed and submitted to each Bank service point within 120 days from the transaction date. In order to assess the cardholder's complaint, the Bank shall rely on and abide by the Visa Card / Master Card Operation Regulation; Visa Card Chargeback Guide / Master Card Chargeback Guide and Bank of Albania Regulations in force.

### **5. Lost or stolen card**

5.1 The cardholder bears legal liability in the event of any potential misuse of the card. If the card is lost or stolen, the cardholder should immediately inform the bank at the nearest ProCredit Bank branch or call Card Support Operators at the phone number +355 42 389 389 in order to block it and then appear at the bank to close the card. Phone numbers are operational 24/7. The cardholder must also notify the Bank immediately in case: the card is destroyed, falsified, copied, if he/she observes any abuse or fraud with the PIN/password or CVV2 enabling third-party access to his/her account; the transaction was performed without the cardholder's approval; notes any errors or discrepancies in the card account. In the event the card is stolen or lost, the cardholder is liable for any possible misappropriations that occurred prior to informing the Bank.

5.2 If the card is found after being declared lost or stolen, it may no longer be used. The cardholder must immediately inform the Bank and return the card to the Bank for destruction.

5.3 In the event that the cardholder informs the bank of the loss or theft of the card, the Bank shall issue a new card. Expenses for card replacement will be debited from the cardholder's current account under the applicable Terms of Service.

5.4 The Bank reserves the right to block the card in the event of reported suspected transactions or reasonable suspicions that the card has been lost, stolen or misused, until clarification of the suspected facts or event and

immediately notify its holder.

5.5 The cardholder shall bear in mind the risks associated with authorizing other persons to obtain a card, in respect of theft or fraud that such persons may commit on online and offline systems.

## **6. Card and Contract validity termination**

6.1 After the expiry date of the card, the card becomes invalid and shall not be used.

6.2 The expired card must be returned to the bank upon receipt of the new card.

6.3 This contract is valid for an indefinite period of time and may be terminated at any time by either party with a written notice. The bank may terminate the contract immediately in the special cases provided for in this contract.

6.4 The principal cardholder, in the event of a notice of termination, shall return the card to the Bank together with any additional cards (if any) for which he/she is responsible.

6.5 In any case, the termination of the contract shall not affect the cardholder's outstanding obligations under this contract.

## **7. Card revocation**

7.1 The Bank may at any time revoke the cardholder's right to use the card. If the principal cardholder wishes to cancel the use of the additional card, he/she must inform the bank immediately.

7.2 Representatives of commercial units may confiscate the card, destroy it (cut it in half) at the presence of the cardholder and hand it over to the bank, in case of misuse by unauthorized persons other than the cardholder or when they have received such instructions from the bank.

## **8. Bank fees**

The Bank sets the fees according to the applicable terms of service published on the Bank's website [www.procreditbank.com](http://www.procreditbank.com), and the Forecasts in the general terms of this agreement.

## **9. Restrictions/Card blocking**

9.1 The Bank reserves the right to block the card at any time without prior notice in case of breach of the terms of this contract by the cardholder.

9.2 The Card remains the property of the Bank, which may, at its sole discretion, cancel the Card validity or block it at any time. In this case, the cardholder must immediately discontinue using the card and return it to the bank. The cardholder shall be held liable if he/she continues to use the card

## **10. Applicable law and Jurisdiction**

10.1 The contract for the issuance and use of the card consists of the Business Rules, the Application Form and the General Conditions. The Bank reserves the right to amend the Business Rules and General Terms and to notify the cardholder of such changes. If the cardholder does not agree to the amended Business Rules, he/she may within 30 days of being notified of these changes terminate the debit card contract by notifying the bank and returning the card to it for destruction. If he/she fails to do so, it will be understood that he/she has accepted the amended conditions. If the cardholder terminates the agreement after the application is approved and he/she is issued the card, he/she shall pay to the Bank the expenses incurred as a result of the card issuance process.

10.2 The Bank undertakes the responsibility that all cardholder's data be kept confidential and in accordance with the Albanian legislation in force. The cardholder must immediately notify the Bank in case of change of address, or changes in the information stated in the application form which may have an adverse effect on the normal use of the card, by appearing in person at the Bank branches.

All amounts, fees and commissions related to the use of the card will be collected by the bank in accordance with the bank's Terms of Service for service fees as well as Visa International & MasterCard International rules. Any use of the card that does not comply with: General Terms of Business; MasterCard Operating Regulation, Visa Operating Regulation; Chargeback Visa card guide; Chargeback Master Card Guide for Refunds or Recoveries, Bank of Albania Regulations in force; will cause the immediate termination of the contract and closure of the card, and the Bank has the right to take all legal steps necessary against the cardholder. This contract is drawn up in accordance with the provisions of the Civil Code of the Republic of Albania. Tirana District Court shall be the competent court for resolving disputes.

## **11. Translations**

11.1 The cardholder may receive a translation of the card use rules in English as well. However, in the event of discrepancies between the Albanian text and English text, the Albanian version shall prevail.

## **12. Notices**

2.1 The Bank shall notify the client in writing of any changes to its terms (agreement) before the changes become effective; these may be through notices on the Bank's official website and the Bank's public premises or by electronic means at the email address or mobile number provided by the client. The client shall provide the Bank with the mobile number and accurate and complete address(es) upon application and any changes thereof. If the client fails to provide the Bank with such data or to notify the Bank and does not update it in the banking system, then the Bank shall not be held liable and shall have no obligation to indemnify the client for the damage he/she may incur through this product



(Contactless Private Debit Card / Visa Classic Flex Card) from third parties with or without client's knowledge. Any changes shall be made public on the Bank's official website and at its public premises. In the event that the client has no objection to these changes, they shall become effective after the 10-day period.

**ANNEX - GENERAL TERMS AND CONDITIONS FOR BANK CARD USE**  
**(MASTER CARD DEBIT CONTACTLESS PRIVATE/VISA CLASSIC FLEX CARD/MASTER CARD DEBIT CONTACTLESS BUSINESS/VISA BUSINESS ELECTRONIC DEBIT CARD)**

**1. Card issuance**

1.1 The Bank card is and shall remain the property of the Bank all the time. The card shall be issued to individuals over 18 years old, who meet the conditions stipulated by the Bank itself. The bank makes the decision to issue the card based on the applicant's request and shall be responsible to inform the applicant on the decision made.

1.2 Additional card may be issued at the request of the additional applicant, upon the approval of the main Cardholder according to a power of attorney or authorization stating that the applicant can act on the account. All transactions and transaction fees related to Additional card shall be at the expense of the main Cardholder. If deemed necessary, the Bank and the applicant shall sign an agreement for issuing of the bank card. The cards must be personally withdrawn to the Bank by the Cardholder.

1.3 Only the Cardholder shall be entitled to the right to use the card. Transfer or use of the card by third parties shall be prohibited.

1.4 Term of validity of the card is 3 years for cards issued to business customers and 5 years for cards issued to individual customers and shall effectively expire at the end of the month upon the completion of the 3 or 5-year term unless it is cancelled before this term of validity by the Cardholder or the Bank.

1.5 Against payment of the commission (if any), the Bank can change the card code, if necessary. Changing of the code can be carried out by the Customer in any ATM of ProCredit Bank.

1.6. The main Cardholder shall be responsible for the payment of all the obligations arising from the card use. The additional Cardholder shall be jointly responsible for all expenses made with the card bearing its/her name.

1.7 The Cardholder, upon receiving his/her card at the premises of the Bank, must sign the card in the specified space. He/she shall assume to change the personal identification number (the secret PIN code) to the nearest ATM of the ProCredit Bank in Albania, before executing any possible transaction with the card and then save the card and PIN code separately and in safe places. PIN code must not be marked on the card.

1.8 If the applicant of the card does not appear for its withdrawal within 3 months from the day of withdrawing notice, the Bank shall be entitled to the right to close the card, even though application or renovation fee as well as maintaining fees are paid for this card.

**2. Use of Card**

2.1 The Cardholder can use the card to buy goods or services, in Albania and abroad, at all the points of sale, which have the logo of the bank card exposed. The Cardholder can use the card to withdraw "CASH" money, in Albania and abroad, in all ATM machines and points of sale, which have the bank card logo exposed. During the use of card at the points of sale, the Cardholder must identify himself by entering the Personal Identification Number (PIN). When using the card at points of sale where goods or services are purchased or money is withdrawn, the cardholder must identify himself by entering his Personal Identification Number (PIN) and authenticating the payment slip with his personal signature, the same as the signature at the back of the card in its designated space, and must hold a copy of the payment slip. Any withdrawal of money at "CASH" withdrawal points may have a service fee, as defined by the Bank (see tariffs for services).

2.2 The Cardholder shall accept all debit amounts for transactions executed by the Card, without signature, but by CVV2 identification (the 3-digit security code located behind the card) in case of purchases by mail orders, phone transactions or via Internet (E-Commerce).

2.3 Use of the blocked, expired or invalid Card, as well as its use for illegal purposes, shall be forbidden and may lead to criminal prosecution of the Cardholder. The Cardholder shall be fully responsible for the occurred damages.

2.4 In case the card has expired, is damaged, has been declared invalid, etc. the Cardholder should hand it over to the Bank and Bank employee in charge must take the card out of use by destroying it in the shredding Machine located at every Service Point.

2.5 The cardholder must immediately notify the Bank in writing in case of changes of the information provided in the application form.

2.6 The cardholder undertakes to pay all costs related to the transactions made by the additional cardholder, including any applicable fees.

2.7 The cardholder may encounter obstacles in the execution of transactions that may result from: incorrect insertion of the Card Code; lack of funds in the account associated with the card; lack of line in the ATM chosen to perform the

action; failure to meet any of the parameterised queries for authorizing the requested transaction; manufacturing error related to personalized card data; glitches in ATM or POS; incorrect insertion of CVV2, etc.

2.8 The cardholder shall comply with the rules on card security terms and conditions set out in the business terms and conditions provided to the client at the time of opening an account.

2.9 For VISA cards, the Bank offers 3D Secure service. This service is available on all sites bearing the "Verified by Visa" logo by providing clients with secure online shopping. The transaction is executed through a password that the client has set at the time of registration with 3D Secure service and only the cardholder knows.

2.10 For MasterCard cards, the Bank offers 3D Secure service. This service is available on all sites bearing the "Secure by MasterCard" logo by providing clients with more secure online shopping. The transaction is executed through a password/security code which the client receives via an SMS to the phone number he/she has registered with the bank at the moment of applying for the card. This code can only be used once and the client will receive a new code for each purchase.

### **3. Payment terms and conditions**

3.1 The Bank card is always in function of the cardholder's current account. This type of card may only be used by its holder if there are sufficient funds in the account, within the approved limit for uses stated in the bank's effective terms of service. If the client requests that this total fund limit be increased or reduced by a daily amount or for each transaction, then he should apply to the bank. The Bank shall not be held liable for any possible losses due to fraud, theft and third-party benefits, etc., which may arise from the increased card limit at the request of the client. In case of limit change applied by the Bank for all clients, the bank will notify them in advance through notices at branches, ATMs and official website of ProCredit Bank.

3.2 The cardholder authorizes the Bank to debit his/her current account in the amount of any performed transaction, payment, commission or fee applied according to the use of the card in Albania and abroad.

3.3 If the card is used in countries which use currencies other than the currency ALL, the cardholder accepts the foreign exchange rate and fees applicable by the Bank to VISA International and Master Card International.

### **4. Complaints**

4.1 In the event of any complaint concerning the quality and quantity of goods or services purchased, the cardholder must resolve this issue with the representative of the commercial entity where the transaction was executed. The Bank is not liable in the event of any complaint relating to the quality and quantity of goods or services purchased by card. The Bank, in these cases, at the request of the cardholder and for the purpose of protecting the interests of the injured client, enjoys the right only to initiate the "chargeback" process with the code "Not as described". The Bank is not liable whatsoever for the quality and quantity of goods or services purchased by card.

The cardholder is responsible for all the money spent on using the card, regardless of his/her right to file complaints. The cardholder may not cancel an order initiated by card unless the amount is specified in the order.

4.2 The cardholder shall have the right to complaint to the Bank for any debit arising out of a card transaction. This complaint is filed using the standard complaint form that is completed and submitted to each Bank service point within 120 days from the transaction date. In order to assess the cardholder's complaint, the Bank shall rely on and abide by the Visa Card/Master Card Operation Regulation; Visa Card Chargeback Instruction/ Master Card Chargeback Instruction and Bank of Albania Regulations in force.

### **5. Lost or stolen card**

5.1 The cardholder shall be legally responsible in case of any potential misuse of the card. If the card is lost or stolen, the cardholder should immediately inform the bank at the nearest ProCredit Bank branch or call Card Support Operators at the phone number +355 42 389 389 in order to block it and then appear at the bank to close the card. Phone numbers are operational 24/7. The cardholder must also notify the Bank immediately in case: the card is destroyed, falsified, copied, if he/she observes any abuse or fraud with the PIN/password or CVV2 enabling third-party access to his/her account; the transaction was performed without the cardholder's approval; notes any errors or discrepancies in the card account. In the event the card is stolen or lost, the cardholder is liable for any possible misappropriations that occurred prior to informing the Bank.

5.2 If the card is found after being declared lost or stolen, it may no longer be used. The cardholder must immediately inform the Bank and return the card to the Bank for destruction.

5.3 In the event that the cardholder informs the bank of the loss or theft of the card, the Bank shall issue a new card. Expenses for card replacement shall be debited from the cardholder's current account under the applicable Terms of Service.

5.4 The Bank reserves the right to block the card in the event of reported suspected transactions or reasonable suspicions that the card has been lost, stolen or misused, until clarification of the suspected facts or event and immediately notify its holder.

5.5 The cardholder shall bear in mind the risks associated with authorizing other persons to obtain a card, in respect of theft or fraud that such persons may commit on online and offline systems.

### **6. Card and Contract validity termination**

6.1 After the expiry date of the card, the card becomes invalid and shall not be used.

6.2 The expired card must be returned to the bank upon receipt of the new card.

6.4 The main cardholder, in the event of a notice of termination, shall return the card to the Bank together with any additional cards (if any) for which he/she is responsible.

6.5 In any case, the termination of the contract shall not affect the cardholder's outstanding obligations under this contract.

#### **7. Card revocation**

7.1 The Bank may at any time revoke the cardholder's right to use the card. If the main cardholder wishes to cancel the use of the additional card, he/she must inform the bank immediately.

7.2 Representatives of commercial units may confiscate the card, destroy it and hand it over to the bank, in case of misuse by unauthorized persons other than the cardholder or when they have received such instructions from the bank.

#### **8. Bank fees**

8.1 Card application and maintenance fees shall be part of the fixed commission of the service for monthly use and maintenance of the banking products provided for in this contract.

#### **9. Restrictions/Interruption/Card blocking**

9.1 The Bank reserves the right to block the card at any time without prior notice in case of breach of the terms of this contract by the cardholder.

9.2 The Card remains the property of the Bank, which may, at its sole discretion, cancel the Card validity or block it at any time. In this case, the cardholder must immediately interrupt using the card and return it to the bank. The cardholder shall be held liable if he/she continues to use the card

#### **10. Applicable law and Jurisdiction**

10.1 The Bank reserves the right to amend the Business Rules and General Terms and conditions of this Annex and to notify the cardholder of such changes. If the cardholder does not agree to the amended Business Rules, he/she may within 10 (working) days of being notified of these changes terminate the bank card by notifying the bank and returning the card to it for destruction. If he/she fails to do so, it shall be understood that he/she has accepted the amended conditions. If the cardholder terminates the agreement after the application is approved and he/she is issued the card, he/she shall pay to the Bank the expenses incurred as a result of the card issuance process.

Any use of the card that does not comply with: Business General Terms and Conditions; MasterCard Operating Regulation, Visa Operating Regulation; Chargeback Visa card guide; Chargeback Master Card Guide and Bank of Albania Regulations in force; shall cause the immediate termination of the contract and closure of the card, and the Bank has the right to take all legal steps necessary against the cardholder.

*The last amendment of Business Terms and Conditions dates on 19.02.2020.*