

## GENERAL TERMS OF USE INTERNET PAYMENT SERVICES

### I INTRODUCTORY PROVISIONS

In relation to the General Terms and Conditions for transaction accounts of users of the Bank's payment services, these General Terms and Conditions are considered Special, and regulate the rights and obligations of users of payment services when using the internet payment service, as well as the rights and obligations of Ziraat Bank Montenegro AD (hereinafter: Bank) in providing internet payment services.

These General Terms and Conditions, together with the Agreement on the provision of internet payment services constitute the Agreement, and the Agreement, the General Business Terms and Conditions for transaction accounts of users of the Bank's payment services, the Agreement on opening and maintaining a transaction account, the Time Schedule for the execution of payment transactions, the Bank's Fee Tariff and the Bank's Exchange Rate List which is valid on the date of application, constitute the Framework Agreement .

The mentioned documents are available in printed form in the organizational parts of the Bank as well as on the Bank's website: <http://www.ziraatbank.me> .

#### Payment service provider

Ziraat bank Montenegro AD is, in terms of the Law on Payment Operations ("Official Gazette of Montenegro" No. 62/13 dated 31.12.2013 and "Official Gazette of Montenegro" No. 6/14 dated 04.02.2014) provider of payment services, for which he has an authorization to perform activities issued by the Central Bank of Montenegro in accordance with the Decision of the Central Bank of Montenegro O. No. 0101-4014/71-2 dated 06.04.2015.

Address of the Bank: ul. Slobode no. 84, 81 000 Podgorica

Registration number: 40009452

ID number: 03048136

Business account number: 575-1-22

SWIFT: TCZBMEPG

Phone number: +382 20 442 200

Fax: 382 20 442 200

E- mail address: [office@ziraatbank.me](mailto:office@ziraatbank.me)

Website: <http://www.ziraatbank.me/>

Regulatory authority: Central Bank of Montenegro

#### Field of application

General conditions refer to national and international payment transactions of Bank's Users.

#### The meaning of the expression

Certain terms used in these General Terms and Conditions have the following meanings:

- 1) **Acts of the Bank** in the sense of the provisions of the General Terms and Conditions are all documents and decisions made in the prescribed procedure by the competent authorities of the Bank and which are available to the User of payment services through individual distribution channels, and regulate the rights, authorizations and obligations of the User of payment services and all other persons who assume the rights and obligations towards the Bank as well as the Bank itself (eg: Special general conditions, Decision on fee tariffs, etc.);
- 2) **Payment transaction** is a payment, disbursement or transfer of funds initiated by the Payer or the Payee, regardless of the obligations between them;
- 3) **The user of payment services** is natural person, legal person or entrepreneur, who concluded the Framework Agreement with the Bank (hereinafter :**"User of payment services" or "User"**);
- 4) **The contract** is the contract on the use of the internet payment service that the User concluded with the Bank;

- 5) **Internet payment** is a service that enables the User to remotely access his transaction account electronically with the following basic functionalities: preparation and execution of payment orders; review of balances, transactions and statements related to executed payment transactions; review of the archive of executed payment orders, etc.  
Digital certificate written on a Smart Card or Token is used for secure data exchange between the User and the Bank.
- 6) **E-mon OfficeBanking Service** is a software application for internet payments produced by ASSECO SEE, it is intended for processing internet payment services for Users who are legal entities and entrepreneurs;
- 7) **E-mon Web service** is a web application for internet payments produced by ASSECO SEE, it is intended for processing internet payment services for Users - natural persons;
- 8) **A qualified personal digital certificate** represents the serial number of the certificate;
- 9) **The means of identification are:**
  - **token** is a hand-held portable USB device that serves to identify the user of payment services and authorize payment;
  - **Username and strong password.**
- 10) **Monetary means** are cash (banknotes and coins), account funds and electronic money;
- 11) **A payment order** is an instruction that the Payer or Payee submits to the Bank requesting the execution of a payment transaction;
- 12) **National payment transaction** is a payment transaction in the execution of which the Payer's payment service provider and/or the Payee's payment service provider who provide payment services on the territory of Montenegro take part;
- 13) **International payment transaction** is a payment transaction in which one payment service provider provides a payment service in the territory of Montenegro, and another payment service provider in the territory of a third country, as well as a payment transaction in which the same payment service provider provides a payment service for one user of payment services in the territory of Montenegro, and for the same or another User on the territory of a third country.
- 14) **Special general conditions** are conditions prescribed by the Bank for a specific product or service (eg general conditions of use of internet payment services, etc.);

## II PROCEDURE FOR CONTRACTING INTERNET PAYMENT SERVICES

### Prerequisites

In order for the User to be able to use the Internet payment service, it is a necessary condition that he has an open transaction account with the Bank, as well as that he has adequate computer equipment and an Internet connection.

### Minimum technical conditions and measures for safe use

In order to use the internet payment service, the User must meet the minimum technical requirements and that his computer has the minimum recommended configuration.

#### Minimum technical requirements:

- Operating system Windows 10 (32/64 bit), Windows 11 (32/64 bit);
- Resolution 1024 x 768
- USB-A port
- Browser Microsoft Edge with the latest upgrade or later, Mozilla Firefox with the latest upgrade, Google Chrome with the latest upgrade;
- Internet connection speed 512Kbps, recommended 2Mbps and more;
- For computer protection: some type of firewall protection and end point protection (antivirus, antimalware) are activated;
- The operating system and the selected browser determine the hardware.

#### Minimum recommended computer configuration:

- Intel Pentium Core 2 Duo 1.86GHz processor or equivalent AMD processor;
- Working memory 2GB;
- Graphics card with supported 2D acceleration and 256MB DRAM, Resolution 1024 x 768;
- Free hard disk space 10 GB.

#### Measures that Users should take for safer use of internet payment services:

- After finishing work with the E-mon OfficeBanking service, it is mandatory to remove the USB token from the USB port.
- For Users - natural persons, it is necessary to log out of the web service.

- Maintaining, updating the computer's operating system and applications with the latest patches from the manufacturer;
- Computer protection with end point protection software (antivirus and antimalware) and regular updating of the antivirus definition, as well as starting regular scanning of the system with the end point protection program;
- Protecting computer access with a password;
- Not recording or disclosing to others, personal data for accessing the internet payment service;
- Computer protection against theft, loss and unauthorized access to data;
- Using a stable version of the Internet browser used to access the E-mon Web service and taking care of the pages visited from the devices that access the E-mon services, because some inappropriate pages increase the risk of infecting the computer with malicious programs;
- Access to the E-mon Web service exclusively through the official website of Ziraat Bank Montenegro AD ( <http://www.ziraatbank.me> );

### **Required documentation**

Before concluding the contract, the User is handed the documentation that needs to be filled out.

#### **E-mon OfficeBankingService for legal entities and entrepreneurs**

- Application form for legal entities;
- Data on the authorized User;
- Request for issuing a digital certificate.

The User authorizes one or more natural persons to use the internet payment application and at the same time determines the level of their authorization for the disposal of funds in the account and execution of payment transactions.

If he already has a digital certificate issued by another Montenegrin bank, the User does not have to request the Bank to issue a new one, because the existing certificate can be used to use the Bank's internet payment service.

In this case, the User is not charged for the digital certificate for two years and the security smart card (token) with personalization.

#### **E-mon WEB Service for natural persons**

- Application form for natural persons;

### **Conclusion of the contract**

After it has been determined that the submitted documentation is correct, that the User has computer equipment that meets the minimum technical requirements and the recommended computer configuration, the Agreement on the provision of internet payment services is signed.

The contract is concluded for an indefinite period, and is signed by authorized persons of the Bank and the User or persons authorized to represent the User.

The Bank reserves the right to request any additional documentation from the User.

The Bank will, as soon as possible, from the date of receipt of the Request and complete necessary documentation approve or reject the Request except in the case of a request for additional documentation, in which case this deadline may be extended.

The Bank is not obliged to explain the reasons for rejecting requests for the provision of internet payment services.

## **III DELIVERY OF E-MON PACKAGES**

#### **E-mon OfficeBanking Service for legal entities and entrepreneurs**

After the conclusion of the contract, the User is informed of the deadline in which the software package and the accompanying documentation with the following contents will be delivered:

- Confirmation of receipt;
- Installation CD;
- Cards with Pin code - Token;

#### **E-mon Web Service for natural persons**

The user is informed of the deadline in which the converted data will be delivered to access the web service of the internet payment service, which is accessed via the Bank's website.

## **IV ADDITIONAL SERVICES**

For additional services, a fee is charged in accordance with the Fee Tariffs for the Internet Payment Service.

**Additional smart card**

If the User who already uses the internet payment service subsequently requests the issuance of several smart cards (hereinafter: Card), a separate request must be submitted.

**Card reissuance**

**E-mon OfficeBanking Service** cards are issued with a certificate that is valid **for two** years from the date of issue.

Upon the expiration of the certificate, the User is issued a new card for which appropriate documentation is filled out.

**REGISTRATION OF NEW AUTHORIZATION**

If the User wants to change the authorization for using the internet payment service or add a new one to the existing one, it is necessary to submit the application form to the Bank with the completion of the new authorization.

**V OBLIGATIONS AND RESPONSIBILITIES OF THE USER**

The user undertakes to:

- Saves call access parameters, delivered software package and means of identification and does not give them to unauthorized third parties;
- He regularly monitors his business on the accounts;
- Immediately and without exception, inform the Bank about the loss or unauthorized use of User identification, as well as other forms of abuse of user identification or the internet payment service, as well as any use of the same that is not defined or does not comply with the instructions for using the internet payment service;
- The payment order contains all the necessary elements, as well as that all other preconditions necessary for the execution of the payment transaction are provided in accordance with the General Terms and Conditions for Transaction Accounts of Legal Entities and Entrepreneurs;
- Report the change of all data necessary to use the internet payment service by submitting a signed and certified Request for Data Change;
- Keeps the operating system on your computer up to date and installs the latest software patches from the manufacturer;
- Protect the computer with an antivirus program and regularly update the antivirus definitions daily and conduct regular system scans with the antivirus program;
- Protect computer access with a password;
- The User is obliged to immediately report the theft or loss of means of identification for using the internet payment service (smart card/token) to the Technical Support of E-mon DOO at e-mail: (+382) 20 408 801, Fax: (+382) 20 241 310, e-mail: [support@emon24.net](mailto:support@emon24.net), [podrska@emon24.net](mailto:podrska@emon24.net) or the Bank's IT service at [support@ziraatbank.me](mailto:support@ziraatbank.me) (+382) 20 442 219. The Bank will not be responsible if the User's computer is infected with malicious code or some other by means of an attack on the User's IT equipment, perform payment transactions that were not initiated by the User himself.

Damage caused by non-compliance with the provisions of these General Terms and Conditions by the User shall be borne by the User.

**VI RESPONSIBILITIES OF THE BANK**

The Bank provides the User with the internet payment service free disposal of funds on all transaction accounts up to the amount of available funds on the transaction account.

The Bank bears no responsibility for the unavailability of the internet payment service that occurred as a result of technical problems on the computer equipment of the Bank and/or the User, as well as in the cases provided for in the General Terms and Conditions for transaction accounts of legal entities and entrepreneurs.

**VII TECHNICAL SUPPORT**

Technical support for Users is provided by the Service Center for Electronic Business E-mon DOO Bul. Svetog Petara Cetinjskog no. 3 81000 Podgorica, Montenegro.

Help desk channels: (+382) 20 408 801, Fax: (+382) 20 241 310, E-mail: [support@emon24.net](mailto:support@emon24.net), [podrska@emon24.net](mailto:podrska@emon24.net). Technical support is available to help users on weekdays from 8:00 a.m. to 7:00 p.m., on Saturdays from 8:00 a.m. to 1:00 p.m.

## VIII FEES

The Bank calculates fees for internet payment services performed in accordance with Fee Tariffs for internet payment services.

The fee collection method is defined in the General Terms and Conditions for the User's transaction accounts.

The Bank's valid fees are available in the Bank's Branch Offices as well as on the Bank's [website: http://www.ziraatbank.me](http://www.ziraatbank.me).

## IX BLOCKING AND UNBLOCKING OF USE OF THE SERVICE

The User can block the use of the internet payment service at any time:

- by submitting a written request for blocking in any branch of the Bank, or a scanned copy to e-mail: [support@ziraatbank.me](mailto:support@ziraatbank.me), i.e. the Bank will block the internet payment service if:
- assess that for any reason the security of the User's data and funds is threatened;
- Internet payment service by the User, and at the Bank's sole discretion, represents a security threat or endangers the Bank's operations;
- The User settles his obligations irregularly;

In the cases specified in paragraphs 1 and 2, the User can unblock access to the internet payment service in person at the Bank branch by submitting a written request.

The request will be accepted if, according to the Bank's sole assessment, there is no longer a security threat as well as if there is no danger of repeating the security threat or jeopardizing the Bank's operations.

## X CHANGE AND TERMINATION OF AUTHORIZATION

Changing the User's authorized person does not mean changing the authorizations related to the use of the Internet payment service, so the User is obliged to independently take care of the cancellation or change of authorization for all persons to whom he has allowed the use of the Internet payment service.

If the User wishes to cancel the use of the internet payment service by individual or all persons authorized by him, he is obliged to submit a written Request for change and/or cancellation of authorization to the Bank.

In case of termination of authorization, the User is obliged to return the assigned digital certificates to the person for whom the use of the service is cancelled.

The Bank may temporarily disable or unilaterally cancel without notice the use of the Internet payment service to one or all authorized persons of the User without giving reasons.

## XI PROTECTION OF PERSONAL DATA AND CONFIDENTIAL INFORMATION – BANKING SECRECY

All information and data collected during the establishment of a business relationship with the User, as well as Data on the balance and circulation of funds on the transaction account, are considered bank secrets.

The Bank may only provide information that is considered a banking secret to the User, competent authorities and other institutions, upon written request, in accordance with the Law on Credit Institutions or with the express written consent of the User.

The Bank provides protection of personal data to every person regardless of citizenship, residence, race, skin color, gender, language, religion, political and other beliefs, nationality, social origin, property status, education, social position or other personal characteristics.

The User agrees that the Bank can undertake actions that precede the conclusion of the contract and actions in the process of fulfilling contractual obligations, as well as that it can entrust certain tasks related to the processing of personal data from its scope to the processor of personal data, in the country and abroad, in a written contract according to the law.

The Bank provides the necessary technical, personnel and organizational measures to protect personal data, in order to protect against loss, destruction, unauthorized access, change, disclosure, as well as against misuse.

## XII PROTECTIVE AND CORRECTIVE MEASURES

### Complaints and the Bank's responsibility for unexecuted or incorrectly executed payment transactions

The User can send a complaint to the Bank regarding the provision of this payment service, i.e. the execution of the Order, immediately upon learning, in writing, in person or by mail to the address



Ziraat bank Montenegro AD, Podgorica 81000, Ulica Slobode 84 or to the electronic address [reklamacije@ziraatbank.me](mailto:reklamacije@ziraatbank.me) and no later than 15 days from the date of consent for the execution of the Order in accordance with the General Terms and Conditions for Transaction Accounts of Legal Entities and Entrepreneurs.

### **XIII DURATION AND TERMINATION OF THE AGREEMENT**

The contract for the provision of internet payment services is concluded for an indefinite period of time, and ends upon cancellation, termination, closing of all the User's transaction accounts in the Bank.

The User may terminate the Agreement at any time by submitting a written request to the Bank.

The Bank is not obliged to comply with the User's request for cancellation of the Agreement if the User has overdue outstanding obligations to the Bank, and the same has not legally ceased to exist. The User agrees that the Bank may terminate the contract, by written notice with immediate effect, which occurs on the day of delivery in person, at the Bank's offices or on the day of delivery of registered mail with notice to the post office, in the cases provided for in the General Terms and Conditions for Transaction Accounts of Legal Entities and Entrepreneurs.

In the event that the User closes all accounts in the Bank, the Bank will automatically cancel the Internet payment service for the User.

### **XIV RESOLUTION OF DISPUTES – LEGAL PROTECTION**

If the User believes that the Bank does not comply with the provisions of the law regulating payment transactions, which refer to information obligations or provisions relating to rights and obligations in connection with the provision and use of payment services, he may submit a complaint to the Bank, to which the Bank is obliged to answer within 8 (eight) days from the day of receipt.

In order to resolve potential disputes from the Agreement that arise in connection with the application of the current law regulating payment transactions, a proposal for out-of-court settlement may be submitted to the Commission for Out-of-Court Settlement of Disputes in Payment Transactions.

The out-of-court settlement is carried out in accordance with the Rules of Procedure of the Commission, and the settlement concluded in the conciliation procedure has the character of an enforceable document.

#### **Jurisdiction and applicable law**

If, in order to resolve possible disputes that may arise from the Agreement, which the contracting parties could not previously resolve by agreement, proceedings are initiated before the court, the local jurisdiction of the actually competent court according to the Bank's headquarters is agreed upon.

In case of dispute, Montenegrin law shall be applied.

### **XV. FINAL PROVISIONS**

The Bank shall inform the Users on the changes of these conditions and their availability at the Bank's business premises of the Bank and on the web page of the Bank at: <http://www.ziraatbank.me>.

These General Terms and Conditions enter into force as of the day of publication on the Bank's official website and shall be applied starting from 23.02.2023.