Welcome to UniCredit Bank d.d. General Terms and Conditions For Retail Clients

Based on UniCredit Bank d.d. Supervisory Board Decision No. 02-6459-21/2015 dated 29/10/2015, the Bank Management Board, at its meeting No. 36/2015, held on 19/11/2015, adopted the revised version of UniCredit Bank d.d. General Terms and Conditions for Retail Clients, as follows:

UniCredit Bank d.d. General Terms and Conditions For Retail Clients

- Revised version -

I INTRODUCTION

UniCredit Bank d.d. General Terms and Conditions for Retail Clients (hereinafter General Terms and Conditions) define:

1. Standard operating terms and conditions applied by UniCredit Bank d.d. (hereinafter the Bank) when doing business with retail clients/private individuals, who enter into a relationship with the Bank through its branch network, for the purpose of using services not intended for their business or any other commercial activities – service users (hereinafter the Clients);

2. Terms and Conditions for establishing such Client/Bank relationship and method of their mutual communication;

3. Terms and Conditions of doing transactions between the Bank and its Clients.

II GENERAL PROVISIONS

1. DEFINITIONS AND ACRONYMS

1.1. DEFINITIONS

Client, for the purpose of the General Terms and Conditions, is:

- any private person who opens or has an account opened with the Bank;
- any private person on whose behalf or for whose benefit an account is opened or kept with the Bank;
- any private person who performs any financial transaction through the Bank, i.e. uses any of the services provided by the Bank.

Banking services are the services provided by the Bank to the Clients - users of its services - on the basis of a Loan Agreement, Term Deposit Agreement, Account Opening and Maintenance Agreement, Payment Card Issuing and Using Agreement, Account Overdraft Agreement, as well as other services provided by the Bank in accordance with law.

Business Relationship - any business or other contractual relationship established by the Bank or concluded with the Client, which is related to performing of Bank's activities.

Bank’s by-laws, for the purpose of the General Terms and Conditions, are documents enacted by the competent bodies of the Bank according to regulated procedure, which regulate operations with Clients under specific products, including, but not limited to, product approval and utilisation terms and conditions, interest, fees, etc.;

Loan Agreement has the meaning as established by the Law on Contracts;

Deposit Agreement has the meaning as established by the Law on Contracts;

Account Opening and Maintenance Agreement has the meaning as established in the regulations, which govern contractual relations and payment operations;

Revolving Loan Agreement is the loan agreement which enables the user to make multiple withdrawals of the approved loan amount, within a certain period of time, under the same conditions, whereby the available loan amount is increased by the amount of repayments thereof;

Payment Card (either credit or debit one) is a non-cash payment instrument, which enables Card Holders to make cash withdrawals and/or payments of goods and services;

Credit Card is a payment card, which allows Card Holders to make cash withdrawals and/or payments of goods and services on credit;

Debit card is a payment card, which allows Card Holders to make cash withdrawals and/or payments of goods and services up to the amount of available funds at the Card Holder’s bank account;

EFT POS (Electronic Fund Transfer Point of Sale) is a Point of Sale terminal used for conducting electronic transactions;

ATM (Automated Teller Machine) is a self-service device for withdrawal and deposition of cash;

Current Account Overdraft – Bank product, which allows the client to use greater amount of funds than the available amount on the account at the given moment. The amount of the overdraft is expressed in a defined amount;

Direct Channels - remote communication system, which enables using of banking and other financial and/or non-financial services via electronic channels without simultaneous physical presence of the Client and Bank at the same place;

Nominal Interest Rate (NIR) is an interest rate expressed as a fixed or variable percentage to be paid on annual basis per disbursed loan and/or received deposit unit. Interest rate may be either fixed or variable;

Effective Interest Rate (EIR) is an actual cost of a loan or other financial service which is paid or received by the Client, whereas such costs are a percentage of the aggregate value of the service provided on annual basis. EIR represents the current value, on annual basis, of all present and future obligations agreed between the Client and Bank. The conditions and method of EIR calculation are defined by FBA regulations;
2. STANDARD TERMS AND CONDITIONS OF THE BANK

2.1. GENERAL PROVISIONS

2.1.1. By General Terms and Conditions the Bank provides a fair relationship toward the Client and application of good business practices, and it acts with professional attention in its relation with the Client, in conformity with valid legal regulations and applicable by-laws of the Bank (Product Catalogue, Tariffs of Fees and Interest Rates of Products and Services for Retail Clients, etc.)

2.1.2. Mutual trust is the basis of all business relationships between the Bank and its Clients.

2.1.3. The Bank will make the General Terms and Conditions available to its Clients, by displaying them in commercial premises of the Bank and posting on the Bank web site, thus ensuring that Clients will be informed about the General Terms and Conditions.

2.1.4. The Bank assumes the obligation towards its Clients only within the General Terms and Conditions, unless the contrary has been explicitly stipulated in writing. The General Terms and Conditions shall be applied to relationships between the Client and the Bank, and the Bank on the basis of the following: offer, request or other type of application form signed by the Client, written contract between the Client and the Bank, other forms of business cooperation between the Client and the Bank, requiring no agreement in conformity with Bank's regulations and by-laws.

2.1.5. In addition to the General Terms and Conditions for certain products, the Bank may create specific conditions also for a particular product and/or service, which also represent a part of the contractual relationship between the Bank and the Client. In case that some particular issues have been regulated otherwise by special conditions as compared to the General Terms and Conditions, such special conditions shall prevail in practice.

2.1.6. In case of inconsistency of one or more provisions of the agreement, concluded between the Bank and the Client, and these General Terms and Conditions, the agreement provisions shall be applied.

2.1.7. Provisions of the General Terms and Conditions shall prevail in the application and in relation to dispositive legislation which regulates contractual and other relationships.

2.2. BANKING PRODUCTS AND SERVICES

2.2.1. The Bank makes available the entire range of its banking services to its Clients, as follows: account opening and maintenance, domestic and international payment operations, various types of loans, payment cards, electronic and mobile banking services, SMS service, term deposits in BAM and FCY, sight deposits, renting of safe-boxes, foreign exchange services, YES! Account Package, as well as other banking and financial services for the purpose of daily business activities of the Bank in relation to the contractual relationship between the Client and the Bank, for the purpose of identifying his/her FATCA status, as well as to forward personal data to a legal entity of corresponding form of organization, which performs services and activities for the Bank, deriving from the core activity of offering banking services and products. Upon approval of the Client via available means of communication (letter, telephone, electronically, fax devices, etc.), which was presented by the Client to the Bank at the time of signing the Agreement, the Bank is entitled to inform the Client about products and services within its business activities, which are aimed at promotion of products and services in the form of leaflets, brochures, electronic messages, as well as all other means of business communication and commercial presentation. Having signed the Agreement, the Client confirms that he/she has been informed in advance about the intention of using personal data mentioned in the agreement and about his/her right to oppose to such processing. The Bank shall protect data against loss, destruction, change, unauthorized access and any other misuse of personal data in its databases.

2.3. BANKING SECRECY AND PERSONAL DATA PROTECTION

2.3.1. The Bank will strictly protect the secrecy of transactions and services that it provides, as well as of the Client's and his/her related persons' data, in accordance with applicable laws and other regulations.

2.3.2. By signing the Agreement and/or Statement, the Client gives an explicit consent for the Bank, in line with the Law on Banks and Law on Personal Data Protection, to collect, organise, store, change, take, use, transfer or combine his/her personal data, related parties' data, and other data considered as banking secret, as well as data on contractual obligations, method of their settlement and adherence to contractual provisions, as well as to forward personal data to competent bodies for the purpose of daily business activities of the Bank in relation to the contractual relationship between the Client and the Bank, for the purpose of identifying his/her FATCA status, as well as to forward personal data to a legal entity of corresponding form of organization, which performs services and activities for the Bank, deriving from the core activity of offering banking services and products. Upon approval of the Client via available means of communication (letter, telephone, electronically, fax devices, etc.), which was presented by the Client to the Bank at the time of signing the Agreement, the Bank is entitled to inform the Client about products and services within its business activities, which are aimed at promotion of products and services in the form of leaflets, brochures, electronic messages, as well as all other means of business communication and commercial presentation. Having signed the Agreement, the Client confirms that he/she has been informed in advance about the intention of using personal data mentioned in the agreement and about his/her right to oppose to such processing. The Bank shall protect data against loss, destruction, change, unauthorized access and any other misuse of personal data in its databases.
By signing the Agreement and/or Statement, the Client gives an explicit consent for the Bank to process, use and/or transfer his/her personal data, information, facts and circumstances made available to the Bank for the purpose of entering into this Agreement, as well as such data that will become available to the Bank in the course of implementing this Agreement, to UniCredit Group members both in the country and abroad, for the purpose of implementing rights and obligations as per these General Terms and Conditions, the Agreement, as well as related rights and obligations arising from valid laws and regulations, as well as for the purpose of creating consolidated client database of the above-mentioned Group, implementing due diligence measures of the Client, providing informative offers for products and services offered by the Group members, for the purpose of risk management, preventing money laundering and terrorism financing, and FATCA (Foreign Account Tax Compliance Act) status identification.

By signing the Agreement and/or Statement, the Client gives an explicit consent for Bank and UniCredit Group, which the Bank belongs to, allowing for his/her personal data, information, facts and circumstances made available to the Bank for the purpose of establishing a commercial banking relationship, as well as such data that will become available to the Bank in the course of maintaining the commercial relationship, to be processed, used and/or transferred for the purpose of compliance with the reporting obligations to US Tax Authority - Internal Revenue Service (hereinafter IRS) on US Taxpayers in accordance with the Foreign Account Tax Compliance Act and implementing the activities of FATCA Agreement. FATCA status is established for all private persons and legal entities, for whom any indicator is identified, which requires FATCA application.

2.3.3. For the purpose of regular and uninterrupted maintenance of the commercial relationship, the Client and his/her legal representative, custodian and/or attorney undertake to inform the Bank about any change of his/her name, surname, address, authorised persons (including the scope of their authorisation, in particular based on a Power of Attorney) as well as other data defined by the Agreement between the Client and Bank.

2.4. AUTHORIZED PERSONS

2.4.1. The Client may authorize other person to conclude the contract with the Bank on his/her behalf and for his/her account, in which case the Bank shall determine the identity of the authorized person and sign the contract under a Power of Attorney certified by the competent authority and issued within the previous 6 months.

2.4.2. The owner of the account, opened on behalf of a private person, may authorize one or more other persons (proxies) to operate with the funds in such account. Authorized persons act on behalf and for the account of the Account Owner, as the person granting the authorization, within the limits and pursuant to the issued due authorization on the Bank’s form or the authorization certified by the competent body, and the identity of such person must be established on the basis of ID documents.

2.4.3. The authorized person mentioned in the previous paragraph is not authorized to grant new or to withdraw the existing authorisations. The authorized person can have the same authorities as the Account Owner only in case of the owner’s death, on the basis of a valid decision on inheritance and special power of attorney certified by the competent body.

2.4.4. In case of any amendment or supplement of authorization to dispose with the account, such as change of the Authorized person’s name (for example, due to marriage), change of residence or change of any other fact of importance for the Client’s relationship with the Bank, the Client must notify the Bank of such amendment in writing without any delay.

2.4.5. The Bank will request the Client to submit for check-up certified copies and/or originals of documents by which the above-mentioned data are proved (for example, identity card, passport, etc.) and to sign a new form with his/her data.

2.4.6. Any data amendments and/or supplements will be legally binding for the Bank only starting from the moment of their receipt in the form of a written notice at the Bank’s premises.

2.5. NEGOTIATING PHASE

2.5.1. In the negotiating phase, the Bank shall inform the Client about all important characteristics of the service offer in the form of standard fact sheet on representative and personalized service sample, in the written or electronic form.

2.5.2. The Bank shall provide the client with information on and relevant explanations of the terms referring to the Deposit/Loan Agreement, Account Opening and Maintenance Agreement, Authorized Overdraft Agreement, Payment Card Issuing and Use Agreement, Card-based Loan Agreement, other banking products and services, in line with its evaluation or requirements of mandatory regulations, in a manner that will enable the Client to compare different offers of providers of the same services and assess whether the agreement suits his/her needs and financial situation.

2.5.3. The Bank shall furnish the Client, who intends to enter into an agreement with the Bank, at his/her request and free of charge, with the relevant sheet on representative and personalized service sample, in the written or electronic form.

2.6. ASSESSMENT OF CLIENT’S CREDITWORTHINESS

2.6.1. Before giving an offer and entering into a Loan Agreement, Revolving Credit Card Agreement, or Pay-later Card Agreement, the Bank shall assess the Client’s creditworthiness on the basis of data provided by the Client and consultation of a database on Client indebtedness, upon a written consent of the Client.

2.6.2. Prior to entering into a Card-based Cash Loan Agreement, the Bank is required to identify availability of Client’s card limit for repayment of monthly installments.

2.6.3. The Bank is free to decide on the selection of its Clients in accordance with applicable regulations and its by-laws, including the discretion to reject conclusion of the contract and/or providing service to the Client.

2.7. CLIENT IDENTIFICATION

2.7.1. Before, during or after the execution of a transaction or establishment of a commercial relationship with a Client, the Bank shall undertake legally prescribed activities and measures for prevention and detection of money laundering and terrorist financing, including identification activities and measures, as well as monitoring of Client's operations by obtaining required data and documentation.

2.7.2. The Client undertakes to submit necessary documentation to the Bank for the purpose of establishing a commercial relationship with the Bank as required by valid legislation and Bank’s by-laws.

2.7.3. The Bank is entitled, in case that documents are not submitted in accordance with the request of the Bank, as well as based on the appraisal of the competent units of the Bank and decisions of its bodies, to freely choose clients with whom it will enter into business relationships, which includes also the discretionary right of the Bank to reject establishing of the business relationship, as well as transaction execution, and if the business relationship with the Client has already been established, the Bank will terminate it without Client’s consent.

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1. A private person has FATCA status if one of the following indicators is identified: US residence, US citizen, US place of birth, US permanent address, green card, dual citizenship, and any other indicator defined by FATCA regulation, which is available on IRS web site.

A legal entity has FATCA status if one of the following indicators is identified: state of incorporation is USA, domicile state is USA, US Taxpayer status, i.e. possessing a Taxpayer Identification Number (TIN), beneficial owner of 10% or more equity share is a private person with FATCA status, and any other indicator defined by FATCA regulation, which is available on IRS web site.
3.2.1. Right of Withdrawal from the Agreement with the Bank

3.2.1.1. The Client shall have the right to withdraw from the Loan Agreement, Pay-later Card-related Cash Loan Agreement, Authorized Overdraft Agreement, or Credit Card Agreement, within 14 days after the date of entering into such agreement, without giving any reason for withdrawal.

3.2.1.2. In case of a Loan Agreement collateralised by a mortgage and in case of agreements, whose purpose is financing of real estate acquisition, the Client may withdraw from such agreement, provided he/she has not started to use the loan, i.e. financing.

3.2.1.3. Prior to expiry of the 14-day period after the date of entering into the Loan Agreement, Pay-later Card-related Cash Loan Agreement, Authorized Overdraft Agreement, or Credit Card Agreement, the Client shall notify the Bank in writing about his/her intent to withdraw from such agreement.

3.2.1.4. The Client is required to have a receipt confirmation for the notification delivered to the Bank.

3.2.1.5. The date of receipt of the Client’s notification by the Bank shall be considered the date of the Client’s withdrawal from the agreement.

3.2.1.6. The Client, who withdraws from the concluded Loan Agreement, which is secured by a mortgage, as well as the Agreement whose purpose is financing of real estate acquisition, is required to reimburse the Bank for actual costs incurred in connection with the conclusion of the Agreement.

3.2.1.7. If the Client withdraws from the concluded Loan/Overdraft/Credit Card Agreement, in addition to which he/she has been provided with ancillary service as well, the Client will not be bound anymore by the agreement on ancillary services, except when the Client has already started using such service in line with respective agreement.

The Client has to specify explicitly in the written notice of withdrawal that he/she withdraws from such ancillary services, as well.

3.2.2. Early Loan Repayment

3.2.2.1. The Client is entitled to settle his/her liabilities under the Loan Agreement and/or Pay-later Card-related Cash Loan Agreement, completely or partially, at any time, in which case he/she is entitled to a reduction of the total loan price by the amount of interest and costs for the remaining period of the contract validity (early repayment).

3.2.2.2. The Bank is entitled to charge an early loan repayment fee, based on the signed contract, and in conformity with valid legal regulations.

3.2.2.3. The Bank is entitled to charge the early repayment fee if such loan is prepaid in a period when a fixed nominal interest rate was applied, and in case of a loan agreement approved for real estate acquisition if either a fixed or variable interest rate was applied, as well as if the loan repayment amount in one-year period exceeds BAM 20,000.00.

3.2.2.4. The Bank cannot require any early loan repayment fee in the following cases:

- if the repayment is executed based on the signed contract on insurance whose purpose is security of repayment,
- if the repayment is executed during the period for which variable interest rate had been contracted, except for the loans approved for real estate acquisition,
- in case of early repayment of an authorized account overdraft.

3.2.2.5. The early loan repayment fee shall not exceed the amount of interest, which the Client would have paid during the period between the day of the loan repayment and the day the loan should have been repaid according to the agreement.
3.2.3. Complaints by Clients and Other Complaints

3.2.3.1. If the Client, guarantor or any other person, who personally ensures settlement of Client’s liabilities, considers that the Bank does not comply with the obligations of the signed contract, fair trade practices, Bank’s General Terms and Conditions and provisions of the Law, he/she can send a complaint directly or by mail to the Bank’s address or electronically to the e-mail address of the Bank info@unicreditgroup.ba, in accordance with the internal procedure of the Bank on handling Clients’ complaints.

3.2.3.2. The Bank is required to apply the relevant procedure upon a submitted written complaint of the Client and provide an answer to the Client within 30 days after the date of complaint’s receipt. The Bank’s procedure upon submitted complaints is defined by the relevant internal regulation on addressing Clients’ complaints.

3.2.3.3. In case that the Client is not satisfied with the answer of the Bank to the submitted complaint, or the Bank fails to answer within the set term, the Client is entitled to notify the Bank in writing and to file a complaint to the Banking System Ombudsman, which has been established within the Federal Banking Agency.

4. CONDITIONS AND FORM OF COMMUNICATION

4.1. WRITTEN COMMUNICATION

4.1.1. The Bank and the Client may communicate verbally within their commercial cooperation, but only written documents have the material importance for their formal and legal relationships.

4.1.2. Written communication between the Client and the Bank takes place via the Bank’s address, i.e. its relevant organizational unit and the address presented by the Client to the Bank.

4.1.3. Information sent by the Bank to the latest known address, which was submitted to it by the Client, is considered duly delivered and will be considered as received by the Client at the moment of sending to the same, as follows:
- If sent by fax – on the date of sending to the Client, which is proved by a receipt confirmation from the fax machine;
- If sent by e-mail – on the date of sending the electronic message, which is proved by a sent message confirmation;
- If sent by post mail – upon expiry of the usual time necessary for arrival of a postal item, including sending of postal items to the address of a third party authorized to receive correspondence on the Client’s behalf, in accordance with the Client’s explicit written statement given to the Bank.

4.1.4. The Bank shall not bear legal or material liability for damages, if any, suffered by the Client or third parties, due to the fact that the Client has not received some bank’s notification or letter, which was forwarded to the latest known address reported to the Bank by the Client.

4.2. CONFIRMATION OF WRITTEN CORRESPONDENCE

4.2.1. Any written correspondence between the Client and the Bank, made in person and provided by these General Terms and Conditions, will be considered to be received by the Bank only after the Client’s copy of document is certified with the Bank’s seal on the arrival or after written confirmation of receipt is issued by the Bank.

4.3. DOCUMENTS RECEIVED/ SENT BY THE BANK

4.3.1. In the case of delivery of documents to the Bank or sending documents by the Bank in accordance with the Client’s order, the Bank will inspect the documents with reasonable care in order to make sure that they are in accordance with the instructions.

4.3.2. The Bank neither takes nor can bear responsibility with regards to validity or completeness of received documents, and it will not be liable for any harmful consequences which may arise in connection with correct interpretation or translation.

4.3.3. Documents of foreign origin presented to the Bank as a proof of identity or authorization will be carefully examined with regards to their compliance with the laws, regulations and by-laws of the Bank. Such documents of foreign origin are submitted together with their official translation by a certified translator to one of the official languages of the Federation of B&H/Bosnia and Herzegovina.

4.3.4. If the Client fails to provide all required documents in the legally valid form, the Bank will not be liable for any damages and losses suffered by the Client or third party due to such reasons.

5. RESPONSIBILITY OF CONTRACTING PARTIES

5.1. THE BANK’S LIABILITY FOR DAMAGES

5.1.1. In the business relationship between the Bank and the Client, the Bank is not liable for the following damages:
- which occurs due to force majeure, armed conflicts, emergency situation, earthquake and other natural disasters, strike, interruptions in telecommunications and other traffic, changed circumstances, errors in data transmission via telecommunication networks and due to other circumstances beyond Bank’s control;
- caused as a consequence of actions taken by competent government bodies or as a consequence of obstruction of its operations, which the Bank could not prevent or avoid;
- resulting from the Client’s business moves made on the basis of a verbal communication with the Bank or written communication containing no unconditional obligation of the Bank.

5.1.2. The cases specified in this item will be valid also in the case that the Bank, due to legitimate reasons, ceases or limits its operations on particular days or during a particular period of time.

5.1.3. The Bank shall take reasonable measures, which are required in order to minimize or limit any influence that would cause damage for the Client.

5.2. CLIENT’S LIABILITY

5.2.1. The Client is responsible for any and all losses which may be caused by the fact that the Bank has not been informed about some deficiency in connection with legal, i.e. business capacity and legal authority of the Client, i.e. other authorized persons.

5.2.2. The Client is liable for compensation of all costs and losses, which may be caused as a consequence of forgery, incompleteness, legal deficiencies or incorrect interpretation and/or translation of documents, that he/she delivered to the Bank within transactions carried out with the Bank.

5.2.3. Instructions of any kind delivered to the Bank by the Client must be clear and explicit.
6. TERMINATION OF CONTRACTUAL RELATIONSHIP

6.1. METHODS OF TERMINATING THE CONTRACTUAL RELATIONSHIP

6.1.1. The contractual relationship between the Client and the Bank may be terminated for the following reasons:

- realisation;
- expiry of the period for which the contract is concluded;
- due to death of the client;
- notice of termination;
- by unilateral or mutual cancellation.

6.2. PROCEDURE OF CANCELLATION AND/OR TERMINATION OF THE CONTRACTUAL RELATIONSHIP

6.2.1. The Bank is entitled to cancel the Loan Agreement if the loan has been used contrary to its purpose, in case of Borrower’s insolvency or death, provided the Bank, as the Creditor, would face considerably worse position in such cases.

6.2.2. Unless otherwise agreed and/or provided by the relevant laws and other regulations, both the Client and the Bank may, at their own discretion, at any time, cancel the mutual business relation, but each party is required to settle all debts to the other party.

6.2.3. The termination takes legal effect immediately, unless otherwise agreed between the Client and the Bank or provided by these General Terms and Conditions or relevant laws and other regulations.

6.2.4. On the cancellation/termination date, the entire loan amount becomes due automatically together with accrued interest and other subsidiary claims.

6.2.5. The Bank reserves the right that in case of any breach of non-pecuniary contractual obligations by the Client, it can cancel the contract or apply the rules on liquidated damages in line with the Law of Contractual Relationships, which shall be fully defined by the Agreement.

6.2.6. The Bank is entitled, at any moment, to cancel the business relationship, including in particular, but not limited to the following cases,

- if the Client fails or delays to meet any liabilities to the Bank and/or other creditor, or
- if, at the moment of applying and realization of a banking service or product, the Client provided the Bank with false documents or incorrect, untrue and incomplete data, which were relevant for decision-making on approval of the banking service;
- if the given security instrument for regular repayment of a debt is legally invalid, incorrect or untrue; or
- if the Client, at the Bank’s request, fails to provide additional security instrument for settlement of his/her liabilities based on the Agreement; or
- if circumstances or situations occur, which according to the Bank’s estimation, could endanger the capability of the Client to settle any of the liabilities based on the Agreement; or
- if Client’s employment status has terminated; or
- if the Client fails to report a change of the employer; or
- if the Client fails to provide required data and documents necessary for identifying his/her FATCA status, including statements, consents and other forms and information in line with FATCA regulation, or if the Client is subject to restrictions of business transactions relating to certain countries, organisations, persons, entities or goods defined by UniCredit Group rules on financial sanctions; or
- if the Client fails to provide required data and documents necessary for maintenance of the commercial relationship as defined by the Bank’s by-laws and relevant legislation/sublegislation, in particular the documents mandatory for the purpose of preventing money laundering and terrorist financing;
- if the Client refuses to sign or revokes an explicit consent for processing and transferring of his/her personal data, information, facts and circumstances, which have been or will be available to the Bank in the course of implementing the contractual relationship, including data, things and documents, which are considered as a business/banking secret.

6.2.7. The Bank will deliver a written notice of termination/cancellation letter to the Client to the address provided in the contract or subsequently submitted by the Client in writing.

6.2.8. The contract will be considered as terminated/cancelled on the date of receipt of a written notice of termination/cancellation letter by the Client and/or if the Client has not received such notice because he/she has changed the address of residence, but has failed to inform the Bank about the change timely, or if the Client avoids receiving, i.e. if the Bank fails to provide the notice of cancellation by registered mail to the address defined in the contract, in which case the date of termination/cancellation shall be considered the date when the currier service has confirmed delivery.

7. BANKING SERVICES

7.1. CLIENT ACCOUNT MAINTENANCE

7.1.1. General Terms

A current account is a special account in the local currency opened by the Bank for domestic natural persons – residents, having legal capacity, for the purpose of receiving personal income and other payments, i.e. credits and debits made up to the available amount in the account. The current account is opened also for foreign natural persons – non-residents, having legal capacity as well as temporary residence and work permit in Bosnia and Herzegovina, for the purpose of receiving personal income and other employment-related income, generated in B&H, including disbursement thereof up to the amount available in the account.

A student account is opened for students citizens of B&H, who study in Bosnia and Herzegovina and in other countries, as well as for foreign natural persons - non-residents, who study in B&H, either full-time or part-time, which is proved by an Index or e-Index of a faculty, art academy or university, the student is enrolled into, being the basis of the Bank/Client (Student) relationship.

A gyro account is a special account in the local currency opened by the Bank for domestic and foreign natural persons - residents and non-residents, having legal capacity, for the purpose of receiving personal income generated based on: service agreement, commission, part-time or additional job, royalties, patents and technical upgrades, prizes from games of chance and other prescribed sources, renting or leasing buildings and other real estate, other prescribed sources, and to carry out payments/debits up to the amount available in the account in line with valid decisions and regulations issued by competent bodies.

FX account is a foreign currency account opened by the Bank for domestic and foreign natural persons - residents and non-residents, having legal capacity, for the purpose of depositing convertible foreign currency funds with the Bank, in compliance with valid regulations of Bosnia and
Herzegovina and its entities, as well as for payment of imported goods and services, and other cross-border outflows and inflows (pensions, rents, and other regular and irregular inflows), as well as for FX cash withdrawal up to the amount available in the account.

Teens account is a local currency account opened by the Bank on behalf of a minor natural person - citizen of B&H (Account Holder), represented by a legal representative/guardian.

Account Card (kartolina) - is a special document, used by the client, together with his/her ID document, for withdrawals from the same currency account in Bank’s branch offices.

Card - is an instrument for disposal of current/ student/ FX/ teen account funds, enabling cash withdrawal at ATMs and payment of goods and services in the vendor-service provider network, up to the amount available in the account.

Available funds – cash funds deposited to the account (current, student, gyro, FX, consumer card account) and cash funds of the authorised overdraft, which may be approved by the Bank (current account).

Local natural persons – residents – are persons with domicile in B&H.

Foreign natural persons – non-residents – are persons with domicile abroad.

7.2. PURCHASE AND SALE OF FOREIGN CURRENCIES

7.2.1. The Bank carries out orders for purchase and sale of foreign currencies in accordance with the Law on the Foreign Exchange Transactions.

7.2.2. Cash conversion of foreign currencies is carried out with application of the appropriate foreign exchange rates for purchase/sale of cash contained in the applicable FX Rate List of the Bank.

7.2.3. Conversions on Client’s account are carried out with application of the appropriate foreign exchange rates for purchase/sale of foreign currencies contained in the applicable FX Rate List of the Bank.

7.2.4. The current FX Rate List of the Bank is displayed in the Bank’s premises.
7.3. DEPOSITS

7.3.1. The Bank enters into a Cash Deposit Agreement with the Client by which the Bank undertakes to receive and the Client undertakes to deposit a certain amount of cash with the Bank.

Based on such Agreement, the Bank shall open an account and make pay-out transactions at Client’s request up to the deposit amount. Once the Client has met its contractual obligation of depositing certain amount of cash with the Bank, the Bank is entitled to use such deposit and obligated to return the deposited amount consistent with the agreed terms and conditions.

7.3.2. Unless otherwise agreed, the Client shall be permitted to use the deposited amount at any time and the subject amount shall be payable on Client’s demand within working hours of the Bank.

7.3.3. Time deposit shall always be explicitly defined by an agreement that stipulates the time period duration, beginning and expiration of its term. In that case, upon expiration of a time deposit, the Client shall be entitled to use the deposited amount at any time, within the daily and weekly working hours of the Bank, unless the relevant agreement explicitly prescribes additional preconditions for the Client’s access to the deposit.

7.3.4. The Bank shall calculate and pay interest on the deposit, which amount shall be defined by the agreement.

7.3.5. If the Bank decides to receive a certain amount of funds under cash deposit agreement as a savings deposit, a savings book shall be issued to the Client. All payment-related information shall be recorded in the savings book; therefore, the entries made in the savings book, verified by the Bank’s seal and by signature of the authorized person, shall serve as sole evidence of all payment transactions conducted between the contracting parties.

7.3.6. Deposits may be made fixed term deposits in both local and foreign currencies.

7.3.7. Deposit interest rates may be either fixed or variable. A variable interest rate is defined by the relevant Deposit Agreement as provided by the law, and it consists of a reference interest rate and Bank’s fixed margin, whereas it may be linked to EURIBOR, LIBOR or any other reference interest rate.

7.3.8. The amount of the nominal interest rate depends on the type of deposit, the currency in which the deposit has been made, and the amount and period of the time deposit. The Bank can apply interest rate ranges for the same type of the deposit, currency and the period of time of the deposit, depending on the deposited amount. Conditions of making the term deposits by type of savings are defined by internal regulations for term savings deposits and valid Decision of the Bank on Interest Rates for Retail Clients.

7.3.9. Interest rates on deposits are determined on annual level. Calculation of interest on general purpose term-deposits is carried out daily by applying the compound method on the basis of the real number of days in the month in relation to the year consisting of 365, i.e. 366 days.

7.3.10. Calculation of interest on dedicated deposits, which serve as security under a loan, is carried out by using the proportional method on the basis of the real number of days in the month in relation to the year consisting of 360 days.

7.3.11. The Bank calculates and indicates effective interest rate in accordance with valid regulations.

7.3.12. Upon entering into a Cash Deposit Agreement, the Bank is required to deliver a copy of the Deposit Disbursement Plan to the Client.

7.3.13. The Bank insures the deposit with the Deposit Insurance Agency in accordance with the Law on Deposit Insurance.

7.3.14. The Client may dispose with term deposit funds upon expiry of the agreed deposit period. The amount of the interest rate recognized to the Client in case of early termination of the time deposit is defined by internal regulations for term savings deposits of retail clients, applicable Decision on Interest Rates for Retail Clients, as well as the Agreement concluded by and between the Bank and Client.

7.3.15. If the Client wants to dispose with their term deposit funds prior to the expiry of the period fixed by the Agreement, he/she is required to file an Application for early withdrawal of the term deposit.

7.3.16. The terms and conditions of deposit-related operations are regulated by the Bank in the separate general terms and conditions for deposits, which will prevail in practice for all issues not regulated herein.

7.4. TRANSACTION ACCOUNT OVERDRAFT

7.4.1. The Bank may grant the Current Account User an account overdraft (Authorized Overdraft) in line with the by-laws, whereas the relevant Account Overdraft Agreement is entered into between the Bank and Client.

7.4.2. The authorised overdraft on a current account is approved for a specified period of time with a possibility of automatic renewal of the authorised overdraft, provided the conditions for such automatic allocation are met.

7.4.3. In case of an automatic renewal of the authorised overdraft, the Bank shall inform the Client, not later than one month before the overdraft period expiry, about the new overdraft amount and time period of such renewal, as well as the interest rate, and the Client is entitled to terminate the Agreement within 15 days after such notification receipt, completely free of charge and upon payment of all due amounts relating to the expired Overdraft Agreement.

7.4.4. Unauthorized overdraft represents account debit balance in excess of the amount to which the Client is entitled consistent with the authorised overdraft. If an unauthorized overdraft should still occur, the Account User is required to pay immediately the amount sufficient for coverage of the unauthorized overdraft, including the pertinent legal default interest payable, as well as all other expenses incurred thereunder.

In case of an unauthorized overdraft, the Bank is entitled to take any action that would eliminate the unauthorized overdraft and damage to the Bank as well as any action that would enable collection of the pertinent interest and expenses, especially:

- disabling Client’s further operation of the Account;
- offsetting the debt against the Account User’s receivables;
- debt enforcement;
- cancellation of the Agreement.

7.4.5. The Bank shall calculate interest on the amount of the used Authorized Overdraft and collect it from the Account using the interest rate and the procedure provided in the Decision on Bank’s Interest Rates for Retail Clients, as well as the by-laws regulating the interest calculation and revaluation method.

7.4.6. The Bank shall calculate interest on the amount of unauthorised overdraft and collect it from the Account using the interest rate and the procedure provided in the Decision on Bank’s Interest Rates for Retail Clients, as well as the by-laws regulating the interest calculation and revaluation method.

7.4.7. The Bank informs the Client, on monthly basis, via account statements, about the account movements, including the authorised overdraft amount, overdraft validity period, bank fee and commission charged for provided services.

7.4.8. The terms and conditions for Client account opening and maintenance procedure are regulated by the Bank in the separate general terms and conditions for accounts, which will prevail in practice for all issues not regulated herein.
7.5. CREDIT ARRANGEMENTS

7.5.1. The Bank makes placement of credit arrangements under the conditions set out in the Product Catalogue of the Bank.

7.5.2. The Bank grants exposures in domestic currency and in domestic currency indexed to a foreign currency.

7.5.3. The Bank approves funds to the Client in the form of a loan, authorized account overdraft and/or loans based on credit cards.

7.5.4. The Bank enters into a Loan Agreement with the Borrower and other parties of the loan transaction. In the negotiating phase, the meaning and consequences of such legal transaction, as well as the rights and obligations of the contracting parties arising from the subject Agreement are presented to the Client and all other parties of the concerned agreement.

7.5.5. Depending on the exposure type and amount as well as risk assessment of the particular exposure, the Bank shall determine security instruments individually for each exposure. In case that for the settlement of a particular receivable several security instruments have been provided by the Client or third parties, the Bank is authorized to make a free selection for the purpose of collection in terms of order and method of liabilities settlement from the security instruments in line with the contractual stipulations.

7.5.6. Interest rates on credit arrangements are determined on annual basis.

7.5.7. Interest rates on credit arrangements may be fixed or variable. Variable interest rate is defined by the loan agreement in the way defined by the law, and it consists of the reference interest rate and margin of the Bank and it may be linked to EURIBOR, LIBOR or some other reference interest rate.

7.5.8. If variable interest rate has been agreed, the Bank will publish and make available to its clients, in its branch offices and on the web site of the Bank, details on movement of the agreed changeable elements referred to in the previous paragraph.

7.5.9. The Bank calculates and indicates effective interest rate in accordance with the valid regulations.

7.5.10. Interest on credit arrangements and other receivables of the Bank is calculated by the linear method in relation to the year consisting of 360 days.

7.5.11. Interest on loans is calculated per month.

7.5.12. The default interest is calculated by applying the compound method of calculation based on 365 days, and in case the Client-Borrower fails to pay his/her due claims to the Bank.

7.5.13. All other conditions, which are not defined hereby, will be regulated by UniCredit Bank d.d. General Terms and Conditions or by separate Terms and Conditions for credit operations.

7.6. CARDS


7.6.1.1. A payment card is Bank’s ownership, it is issued in the name of the Client - Card Holder, and it is non-transferable.

7.6.1.2. The payment card may be used as an instrument of payment both in the country and abroad.

7.6.1.3. The payment card (hereinafter: the card) may be a debit, revolving credit and pay-later card.

7.6.1.4. A debit card is the card linked to a current account or FX account of the Card Holder and it implies that at the moment of payment or cash withdrawal there are sufficient funds available in the account.

7.6.1.5. A pay-later card is linked to the Client’s current account, while a credit card is linked to the repayment account of the revolving credit card.

7.6.1.6. The user of these cards is required to ensure the necessary coverage in the account within the set period. Users of revolving credit cards and pay-later cards are allowed to spend funds up to the limit defined by the Bank based on evaluation of the Card User’s creditworthiness.

7.6.1.7. Contactless card – it is a payment card, which in addition to a magnetic stripe and standard chip, also contains a special antenna enabling contactless payment via such terminals that support the contactless payment system.

7.6.1.8. Cash loan based on a pay-later card – it is a loan approved to Holders of Pay-later Cards.

7.6.1.9. Installment repayment - it is an interest-free installment repayment carried out by Credit Card Holders via vendor’s EFT POS terminals.

7.6.2. Card Issuing

7.6.2.1. The Bank enters into the Payment Card Agreement with the Card Holder.

7.6.2.2. A debit card is issued to a current and/or FX account holder with the Bank.

A pay-later card and/or revolving credit card may be issued to any adult person with permanent residence in Bosnia and Herzegovina, provided he/she personally secures legally binding relationship refuse to enter into the Agreement and to provide appropriate security instruments, the Bank is entitled to revoke the card.

The Card-issuance decision shall be made by the Bank, without any obligation to provide the Applicant with a rationale.

7.6.2.3. The card is issued with the validity term of four years (for debit cards) and three years (for credit cards and pay-later cards) and it expires on the last day of the month indicated on the card.

The card, whose use has not been cancelled in accordance with these General Terms and Conditions, shall be automatically renewed by issuing of the new card with new validity term. The renewed Card shall be issued to the Cardholder 15 days prior to the expiration date of the existing Card. The Card is valid until the last day of the month specified on the Card, whereby the validity of the renewed Card shall start from the first day of the following month. If a Cardholder revokes the card after it had already been issued based on the submitted request – application form, the Bank is entitled to charge the membership fee, as well as a card issuance fee in accordance with the Bank’s Tariffs. When reissuing a credit or pay-later card, in case the legally binding relationship is secured personally based on a signed Application Form, it is necessary to enter into a Card Agreement if such Agreement was not entered into at the moment of initial card issuing. If the Client and other parties involved in such personally secured legally binding relationship refuse to enter into the Agreement and to provide appropriate security instruments, the Bank is entitled to revoke the card.

7.6.3. Card Utilization

7.6.3.1. A payment card may be used on electronic devices (ATMs and EFT POS terminals), Internet points of sale and imprinter devices.

7.6.3.2. The Cardholder, whose name is imprinted on the card, is the only person authorized to use the Card.

7.6.3.3. The Cardholder can use the card only within the available balance (for debit cards), i.e. approved limit (for revolving credit cards and pay-later cards).

7.6.3.4. The Cardholder must not leave the card as a pledge or payment security instrument.

7.6.3.5. The Cardholder is bound to adjust usage of the card with the amount of funds on the card account for debit cards, i.e. amount of the approved limit for credit cards and pay-later cards. The Cardholder determines the available amount of funds for card usage by timely payment of funds to the specified account.
7.6.4. Debiting/Crediting of the Card Account and Checking of Transactions

7.6.4.1. The Bank will keep the card account ("Account") for the original Cardholder and it will debit the same for all transactions carried out by the card of the original or any additional user, as well as credit it for all payments that will be carried out in favour of the account. Any and all transactions generated abroad will be converted to the currency of the relevant card account at the applicable exchange rate of the Bank, or at the official neutral exchange rate of the Central Bank for conversion EUR to BAM and BAM to EUR.

7.6.4.2. The Cardholder can carry out payments to his/her own account without limitations in the amount and within deadlines for debit cards, as well as up to the amount of the limit and over the amount of the minimum required limit within the deadlines for credit cards. Payments to the card account can be made by third persons as well.

7.6.4.3. At the beginning of each month, the Bank will prepare and deliver statements (report on newly originated costs) of the card account for basic and additional Cardholders by mail, e-mail, at branch offices or in another agreed way. The costs imply all transactions and fees generated by using the basic and/or additional cards in the country and abroad in the relevant past period. In case of revolving credit cards, the Bank will notify the Cardholder about the amount by which it will debit his/her account on the 15th day in the month. In case of pay-later cards, the Bank will notify the Cardholder about the amount which his/her account will be debited on the 20th day of the month.

7.6.4.4. The Card Holder authorizes the Bank to debit his/her account for all expenses incurred in the country and abroad.

7.6.4.5. The Cardholder is required to check the account movements and to control the balance on his/her account according to the saved POS/ATM slips and statements received from the Bank.

7.6.5. Termination of the Card Use

7.6.5.1. The Bank is entitled to deny the right of a card use and to declare the card invalid, without explanation, if the Cardholder does not comply with these General Terms and Conditions, whereof it shall notify the user in writing.

7.6.5.2. The Cardholder may cancel the card use at his/her discretion and he/she will do so by signing a cancellation request in a branch office of the Bank.

7.6.5.3. All transactions concluded up to the date of the card return, regardless of the maturity date, as well as all possible costs (foreign currency costs, fees), shall be borne by the Cardholder.

7.6.5.4. The card, the use of which has been cancelled at any person’s request, must be returned to the Bank at once and destroyed, that is cut in half horizontally, below the magnetic stripe.

7.6.5.5. The Cardholder is entitled to have the payment card cancelled free of charge.

7.6.5.6. The terms and conditions for Client’s card transactions are regulated by the Bank in the separate general terms and conditions for cards, which will prevail in practice for all issues not regulated herein.

7.7. ELECTRONIC SERVICES

7.7.1. Direct Channels

7.7.1.1. Direct channels encompass a network of self-service devices (ATMs, info stands and other types of devices that the Bank puts at the User’s disposal during the contractual relationship). Direct channels also include the SMS service, Internet and mobile banking and other contracted direct channels, and offer information and/or possibility of executing financial and non-financial transactions as well as arranging banking and non-banking products and services. The list, scope and method of using direct channels are set forth in agreements and/or user manuals for individual direct channels. Within the relationship between the Bank and the User, the data which the Bank sends to the User or his/her proxy, via direct channels, has the same value and is interchangeable with the paper printouts which the Bank sends via mail. At User’s request, the Bank will certify the printout of this data in hard copy. Via direct channels, the Bank enables the following services:

• execution of payment transactions,
• monitoring account balance and account-related changes,
• exchange of notifications between the User and the Bank,
• contracting and submitting requests for signing-up for Bank’s individual products and services, as well as services of other companies, with which the Bank enters into special agreements on the use of Bank’s direct channels as sales channels or contracting their products and services,
• other services.

7.7.1.2. By contracting via direct channels, which offer the option of presenting a contract on performance of certain services to the User and through signing such contract electronically, the condition will be deemed met of a Permanent Medium on which the content of the subject contract should be accessible to the consumer consistent with the law.

7.7.1.3. Contracting via direct channels, which do not offer the option of presenting contract on performance of certain services to the User, is carried out at the explicit request and agreement of the User, with the prior identification; the moment at which such contract is signed is considered as the moment of User’s consent for the sign-up for the subject service. Within no more than 15 days after the contracted service, the Bank will provide the User with the text of the agreement.

7.7.2. Contracting of Direct Channels

7.7.2.1. The User can sign-up for one or more different direct channels.

For contracting and working with individual direct channels, the User must satisfy the following conditions:

• If requested, the User must provide the Bank with correctly filled-out original banking forms for sign-up for certain direct channels, in the manner prescribed for individual direct channels;
• The User must have at the Bank a transaction account and/or credit card and/or other product associated with certain direct channel (hereinafter jointly referred to as: the Client’s account),
• The Client is current on all its contractual obligations to the Bank.

Additionally, it will be deemed that the User has signed-up for certain direct channels if he/she agrees with the Bank opening of such type of account or provision of Bank’s service, which includes utilization of certain direct channels. At the same time, the User will be previously informed on the manner of using the particular direct channel through contract and/or User’s manual for Bank’s individual service.

7.7.2.2. The User can utilize individual direct channels no later than starting from the first following business day after he/she pays a service sign-up fee and takes over all necessary data and/or Identification and Authentication Devices necessary for the use of the subject channel.
7.7.3. Blockade and Closing of Direct Channels

7.7.3.1. Loss, theft or suspected misuse of Identification and Authentication Devices for the system of direct channels must be immediately reported by the User to the Bank's on-duty Client Support center, while the reported situation must also be filed in writing at a Bank's branch on the first following business day.

7.7.3.2. If the Bank suspects that there is misuse, it will block access to certain or all direct channels and/or accounts and inform the User of the same. The Bank will block access to certain or all direct channels and/or terminate the contract if the User does not honor contractual obligations, these General Terms and Conditions and other by-laws to which these General Terms and Conditions refer or constitute their integral part, without any notice period.

7.7.3.3. The User can, if he suspects the instance of misuse or threat of misuse, request a blockade of access to certain or all direct channels, by written request filed with any branch of the Bank or via telephone call to the Client Support (in which case it must submit a written request to a Bank's branch no later than on the first business day after placing such telephone call). The User is accountable for authenticity of the provided data. Upon receiving the request, the Bank disables access to information as well as sending of payment orders via direct channel, i.e. blocks utilisation of the direct channel by individual Users. The Bank will not be responsible for damage that occurred prior to receipt of the blockade request.

7.7.3.4. In agreement with the Bank, the User can terminate utilization of a direct channel, without any notice period, in a manner prescribed for a particular direct channel. On the day of termination, the Bank blocks the use of a direct channel and calculates all User's unpaid liabilities in line with the Bank's Decision on the Tariff of Fees for Retail Clients, whereby all orders sent to the Bank prior to termination will be executed.

7.7.3.5. Closing of direct channels can be done at any Bank's branch in writing by filing a request for cancellation of certain direct channel, when the User, at Bank's request, is obliged to return the Identification and Authentication Device which was allocated to him/her for operating that particular channel, except if he/she uses another direct channel which is manipulated by the same Identification and Authentication Device.

7.7.3.6. It is possible for the Client to cancel the services, contracted in a branch office of the Bank or via direct channels, if such services can be cancelled via direct channels, by providing his/her e-signature via the relevant Identification Device.

7.7.3.7. The terms and conditions for Client's transactions via direct channels are regulated by the Bank in the separate general terms and conditions for direct channels, which will prevail in practice for all issues not regulated herein.

7.8. SAFE-DEPOSIT BOXES

7.8.1. A safe-deposit box is a storage compartment of a steel closet in the specially protected vault area of the Bank and rented to bank customers for a fee. The commercial relationship with the Client is established by entering into a Safe-deposit Box Agreement based on which the Bank allows the Client to use the safe-deposit box.

7.8.2. Safe-deposit boxes are classified by their size/volume to small, medium and large ones.

7.8.3. Safe-deposit box is rented for a period indicated in the agreement on safe-deposit box renting. Unless there is another agreement or if the Client does not show up after the expiry of the rent, the rent shall be extended for the same time period. Such extension shall take place also in the case when the Client – User of the safe-deposit box cancels further use of the safe-deposit box, but fails to return keys of the safe in due time.

7.8.4. The amount of fee, in accordance with the size of the safe-deposit box and time period for which it is intended to be used, is determined by the Decision on Tariffs of Bank Services for Retail Clients.

7.8.5. Valuable items and documents may be deposited in the safe-deposit boxes, except for flammable, explosive and items of similar characteristics, items susceptible to failure and decaying, and items, whose holding of possession is forbidden by regulations, and those items and substances which can be harmful for human health.

7.8.6. The Bank can cancel the Safe-deposit Box Agreement prior to the expiry of the agreed term, if the Client – User of the safe-deposit box uses the safe-deposit box contrary to the conditions specified herewith. The Client – User of the safe-deposit box is liable for any damage incurred due to unauthorized use of the safe-deposit box, even in the case when he/she was not aware of such deposited item dangerous features.

7.8.7. The Client – User of the safe-deposit box cannot sub-rent the safe-deposit box which he/she uses to any third persons.

7.8.8. The keys of the safe-deposit box are possessed exclusively by the Client – User of the safe-deposit box. The Client – User of the safe-deposit box is required to carefully keep the given keys. Any loss of the key needs to be reported in writing to the Bank as soon as possible, and the Bank will make the appropriate change of the lock and the key. All costs and damages which can arise due to untimely reporting of the loss of key, as well as damages due to forcible opening of the safe-deposit box and change of lock and key, shall be borne by the Client – User of the safe-deposit box. Until the moment of the change of the corresponding lock and key, if the Client -User of the safe-deposit box wishes so, the Bank has the right to give to the Client - User of the safe-deposit box a duplicate key for a particular period (for the duration of the Safe-deposit Box Agreement). The Client - User of the safe-deposit box, in doing so, undertakes to bear all possible consequences in case of misuse of the lost key by a third party.

7.8.9. Upon expiry of the agreement period, the Client – User of the safe-deposit box is required to return the taken over keys in working order. If the Client -User of the safe-deposit box or his/her legal successor, despite of a written request of the Bank to return the keys, fails to return the keys within a month, the Bank shall be authorized to forcibly open the safe without court proceedings and/or special warning in the presence of a commission assigned by the Bank. The contents of the safe-deposit box, if they are marketable, will be sold with due care in the existing conditions, and the received cash will be used to settle the costs of forcible opening of the safe, change of lock and production of a new key, as well as any other possible expense and unpaid fee for the safe-deposit box.

7.8.10. The rest of cash will be made available to the Client – User of the safe-deposit box or a person to which it belongs to by law. The right of the Bank to forcible opening of the safe-deposit box at the expense of the Client - User of the safe-deposit box and to settlement of expenses and claims based on unpaid fees, shall remain in all other cases, such as cases of inability to return the key, and force majeure.

7.8.11. The access to the safe-deposit box is granted only to the Client – User of the safe-deposit box or a person he/she authorizes. The Client – User of the safe-deposit box is required to inform the Bank in writing about the changes with respect to their rights of disposal.

7.8.12. The authorization to access the safe-deposit box shall be issued by the Client – User of the safe-deposit box on the pre-defined bank form. The authorization may be issued by legal means or by competent bodies for verification of the signature, but it must explicitly refer to the right of access to the safe, given the specific features and confidentiality of the relationship in relation to safe-deposit box renting. With respect to the access to the safe, the authorization cannot have limitations (e.g. exclusion of only particular items), therefore such authorization will be rejected by the Bank as invalid. Only the Client – User of the safe-deposit box can personally authorize another person to dispose with the safe-deposit box.

7.8.13. The Bank shall take all necessary measures in order to ensure safe-deposit box good condition and supervision. Given that the Bank does not get familiarized with the contents of the safe-deposit box in detail, except for the check up that those are not the items forbidden to be deposited
into the safe-deposit box, the Bank shall not assume any responsibility that the content of the safe will not be damaged by humidity, rust, etc.

7.8.14. Following information about death of a Client – User of the safe-deposit box, the Bank will allow the access to the safe only based on the relevant document issued by the competent authority.

7.9. STANDING ORDERS

7.9.1. A standing order is the service according to which the Client authorizes the Bank to perform, on his/her behalf and for his/her account, regular periodical (daily, weekly, monthly, quarterly...) payments in equal or different amounts in accordance with the agreed payment conditions.

7.9.2. A standard standing order includes funds transfers from one account in the Bank to another, as well as payments outside of the Bank. Payments are carried out at the moment and in the amount as defined by the client (owner of the debited account). The standard standing order is contracted if: transfer amounts are fixed, if maturity dates are fixed, if payment frequency is routine.

7.9.3. A standing order - direct debit implies a contractual relationship between the Bank and the Client - current account owner, based on which the Client authorises the Bank to debit his/her account in favour of the standing order beneficiary. The beneficiary of the standing order is a legal entity which has entered into a Standing Order Agreement with the Bank, which regulates mutual relations and business cooperation for the purpose of payment of monthly bills for service providing by beneficiaries, who hold their current accounts with the Bank. The standing order - direct debit is contracted if: transfer amounts are variable, if maturity dates are specified by the standing order beneficiary. Dates of executing standing orders - direct debits are defined by the relevant Agreement with the Client.

7.9.4. A standing order - account discharge is an option of transferring the overall available balance from one account to the other at a specified date and dynamics.

7.9.5. The Bank executes Client’s orders and instructions for payments and liability commitments until there are available funds at the Client’s account. The Bank shall not be responsible for any delays of such standing orders execution if the Client’s account balance is insufficient and if instructions are unclear, as well as in other cases beyond Banks control.

7.9.6. Reasons for non-executing standing orders may include lack of coverage in the account, blocked or closed account.

7.10. JESI Account Package

7.10.1. JESI Account Package - product which combines banking and non-banking products and services in one account package. JESI account package is linked to a Client’s current account in BAM or a student account in BAM, and its maintenance, together with all other products and services, is included into one package.

7.10.2. JESI account package may be contracted by a natural person, whose current/student account (or FX account) is neither blocked nor in unauthorised overdraft.

7.10.3. Within JESI account package, it is possible to use the following services: current account overdraft, Maestro card, Visa Classic pay-later card, MasterCard revolving card, e-banking - e-ba, Mobile banking – m-ba, SMS-ba service, standard standing order, direct debit, housing and cash loans fee discount, 24PLUS savings product, Mondial Assistance services.

7.10.4. In order to start using the JESI account package, the Client is required to enter into a JESI Account Package Agreement in any branch office of the Bank. The Client is also required to enter into specific agreements for each approved banking product within the account package.

7.10.5. The Client is entitled to change his/her model of JESI account package, whereas he/she is required to enter into a JESI Account Package Amendment Agreement. When changing a higher value model into a lower value one, the Client is required to pay a fee in line with the valid Tariff of Fees for Retail Clients, and after the model is changed, the Client pays the monthly fee depending on the new model type he/she chose.

7.10.6. The Bank is entitled to amend the elements of any account package, either due to entering into agreements with new non-banking service providers or due to technology up-grade, increase of service quality and benefits, etc.

7.10.7. Non-banking benefits include: assistance exclusively in the territory of Bosnia and Herzegovina, insurance against a trip interruption caused by a motor vehicle exclusively in the territory of Bosnia and Herzegovina, insurance against a trip interruption abroad, health and travel insurance outside of Bosnia and Herzegovina territory.

Clients are not entitled to request from the Bank providing of a non-banking service or benefit, or to ask the Bank to compensate for damages caused by non-providing of such non-banking services or benefits by third parties. The Bank is not responsible for the quality of non-banking services or benefits included into the account package. Any complaints concerning non-banking services or benefits should be addressed by the Client to the relevant third party.

7.10.8. A JESI Account Package Agreement may be terminated either at Client’s or Bank’s initiative.

When closing the account package product, it is not mandatory to close all services used by the Client within the package.

7.10.9. Throughout the validity period of the Agreement, the Bank is entitled to introduce new and/or to amend or cancel the existing banking and/or non-banking services and benefits into the account package, either due to entering into new agreements and/or amending or terminating the existing agreements with third parties, due to increase of service quality, or change of conditions at financial markets.

1.11 OTHER BANKING PRODUCTS AND SERVICES

Other banking products and services may be regulated by adopting separate terms and conditions for the particular business segment or by other regulations of the Bank, which would define the terms and conditions for using specific products, as well as via contracts to be entered into with Clients.
The Bank reserves the right to amend these General Terms and Conditions. Clients will be able to review amended General Terms and Conditions at Bank’s commercial premises and/or via Bank’s web-page: www.unicreditbank.ba, not later than 15 days after the starting date of their application.

It is considered that the Client accepts application of such amended General Terms and Conditions if he/she fails to inform the Bank to the contrary not later than by the application start date. Upon submitting such written information on non-acceptance of the amended General Terms and Conditions, the Client is entitled to terminate his/her Agreement with the Bank within the following 3-day period without payment of any extra costs.

Any dispute, arising from or in reference to the Bank/Client relationship, shall be first attempted to be solved amicably and in the spirit of good business practices, but in case of a legal proceeding, the competent court is the one with jurisdiction over the Bank’s head office.

UniCredit Bank d.d. General Terms and Conditions, as amended from time to time, are applied to commercial relations with retail clients, unless in conflict with mandatory laws and regulations, as well as with these General Terms and Conditions for Retail Clients.

Upon adopting by the Bank Supervisory Board, UniCredit Bank d.d. General Terms and Conditions for Retail Clients shall be published at the Bank’s commercial premises and on its web site, whereas they shall become effective as of November 7th 2014.

Upon adopting by the Bank Supervisory Board, the Decision on Amendments to UniCredit Bank d.d. General Terms and Conditions for Retail Clients shall be published at the Bank’s commercial premises and on its web site, whereas they shall become effective as of November 15th 2015.

For the Bank Management Board:

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Ivan Vlaho, CEO

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Stefano Gison, Executive Director of GBS