

Guidelines on using electronic and mobile banking for consumers

I GENERAL PROVISIONS

These Guidelines on Using Electronic and Mobile Banking for Consumers (hereinafter: the Guidelines) regulate terms and manner of payment instruments - electronic and/or mobile banking issue and use, as well as providing SMS services in accordance with the Article 29 of the General Terms and Conditions on Providing Payment Services to Consumers.

Electronic and mobile banking represent payment instruments which provide the user to execute national and international cashless payment transactions, review of balance, changes and statements by payment account, review of balance and turnover by payment cards, receiving and sending personalized and general messages and information as part of communication with the Bank, and submitting the applications/activation/closing of other products and services of the Bank available through electronic and mobile banking.

SMS is the service of sending general SMS notifications to the user, SMS review of the balance on payment accounts and cards to the Consumer, services of activation and/or deactivation of certain notifications and checking the exchange rate list with reference to the desired currency.

II TERMS

Certain terms in the sense of these Guidelines shall have the following meaning:

Electronic banking means the service through which the Bank enables the Consumer using of services related to payment account by using the appropriate application software installed on the computer.

Mobile banking means the service through which the Bank enables the Consumer using services related to payment account by using the appropriate application software installed on the mobile device.

The user is the consumer, or natural person / farmer with concluded Framework Agreement on Providing Payment Services to the Consumer.

Qualified electronic certificate means an electronic certificate issued by certification body entitled to issue qualified electronic certificates and containing data anticipated by the law.

User name and password are parameters consisting of certain number of signs, which are provided to the user when registering for WEB E-Bank service and used for authentication (sing in).

Activation code means single security information consisting of certain signs and forwarded by SMS message to the registered phone number and serving for registration and authentication of the mobile banking user.



mToken or mobile token is the application installed on the user's mobile phone and used for authentication in the mobile banking or for verification/confirmation of order in electronic banking.

SMS OTP code is one time parameter which is sent to the registered number of the user's mobile phone and serves as a confirmation of financial and/or non-financial transactions on WEB E-Bank service.

PIN code is a personal identification number defined by the user himself, through the mobile banking application, and serves for the unambiguous identification of the user and granting agreement to execute payment transactions.

INSTANT ORDER in the instant transfer authorization, i.e. national payment transaction in RSD of up to RSD 300,000.00 in value, executed by authorization transfer, which can be initiated by the payer in any time of day within a year, with the transfer of funds to payee's account executed in the manner and within the terms specified in the Term Plan.

KOMeKEŠ is the service of payment authorization at any ATM of Komercijalna Banka 24/7, and the payee does not have to have an opened payment account in any bank.

III TERMS AND MANNER OF ISSUING ELECTRONIC AND MOBILE BANKING PAYMENT INSTRUMENTS AND RECEIPT OF SMS SERVICE USE

General terms for issuing electronic and mobile banking payment instruments are an opened RSD payment account, Internet access, having computer/mobile device that meets minimum technical pre-conditions.

SMS service is available to residents/non-residents by at least one payment account (RSD payment account, payment account set, securities account, RSD/FX savings account), but only for the users owning mobile phones operating within the network of one out of three national mobile providers (MTS, Telenor and VIP).

The user submits application to use electronic and/or mobile banking payment instrument and SMS service use by delivering the following, depending on selected service:

- Signed application for electronic and/or mobile banking and SMS services included in the selected set of services, activated by the user depending on his needs;
- By submitting signed Application, the applicant confirms being informed and in agreement with all the provisions of these Guidelines and accepting them fully.

Depending on whether the user opted for electronic and/or mobile banking, he must have the appropriate equipment, as follows:

- To use electronic banking, access to Internet is necessary, via PC or MAC computer or another device with WEB browser of MS Internet Explorer, Mozilla Firefox, Google Chrome, MS Edge type;
- To use mobile banking, it is required to have mobile phone Android or IOS operational system and internet access;
- To use SMS service it is required to have mobile phone and to meet the conditions for sending/receiving messages at abbreviated numbers, as required by mobile provider of the user's network.

IV USING ELECTRONIC AND MOBILE BANKING AND SMS SERVICE

After the approval or the application, the Bank and the Consumer (user) conclude the Agreement on Providing Electronic and Mobile Banking for Consumers, and the Bank confirms that the applicant has been delivered the following:

- Draft agreement on providing electronic and mobile banking services for consumers;



- General terms on providing payment services to consumers;
- Tariff of fees applied in Bank's transactions with consumers;
- Term Plan of executed payment transactions;
- Guidelines of using electronic and mobile banking and SMS service for consumers;
- Application on electronic/mobile banking, Application to use SMS service for consumers.

Electronic and/or mobile banking

Electronic and/or mobile banking enable the Consumer to:

- Execute cashless transactions;
- Send Instant orders;
- Send cashless transactions with future valuation date (Instant orders excluded);
- Availing with special purpose accounts to trade with securities;
Executing KomeKeš transactions;
- Executing KOM4Pay transactions via electronic banking;
- Exchange money by the Bank's better rate;
- Review balance, changes and statements by accounts of the Consumer opened with the Bank;
- Review balance and turnover by payment cards of the users, administration of payment cards, change of PIN, change of using channels (point of sale, ATM, Internet), as well as the possibility to block payment cards;
- Review of balance by loans and settlement of due payments by loan sub-accounts;
- Communication with the online outlet, KOMeCENTAR, in terms of submitting the application for products and services, and then following the status of these applications, concluding agreements online and signing by qualified digital certificate, as well as the interaction with the employees of this outlet by instant messages system, video calls and co-browse function (possibility for the user to approve access to the KOMeCENTER'S operator to his account and help the user regarding the functionalities of eBank) – only via electronic banking;
- Receiving and sending personalized and general messages, and communication with the Bank, or informing the user by the bank in relation to the contractual relationship;
- Review of Komercijalna Banka's ATM and outlet locations.

The user chooses electronic and/or mobile banking so as to:

- Choose one or both services i.e. electronic and/or mobile banking;
- Choose mobile provider and enters the number of mobile phone. SMS OTP is used, in addition to delivery of one time passwords for verification of order, to also initially deliver access parameters for electronic and/or mobile banking;
- Set the time when to activate electronic and/or mobile banking in accordance with his needs, after concluding the Agreement on providing electronic and mobile banking for consumers;
- Specify RSD payment accounts owned by him/his authorized person, which he wishes to activate for electronic and/or mobile banking (all other accounts, apart from payment RSD account by which the user is the owner/authorized person, shall automatically become accessible to the user by registration to the service);
 - For each RSD payment account of the owner/authorized person, displayed through mobile banking application, calculation of fee shall be carried out in accordance with the official Bank's tariff of fees, i.e., the subject of calculation may be the account of both the owner and the one belonging to the authorized person;
- Choose the authentication level/additional verifications of order for electronic and/or mobile banking, as follows:
 - User name and password – basic level of authentication, available to all electronic banking users; if owning only this level of authentication, the user is limited to creating orders to be sent to payees on the list of predefined recipients defined by the Bank;



- SMS OTP code – service enabling verification of order to any recipient of payment in national payment operations, through confirmation of transfer by one time code delivered by SMS message to the number of mobile phone registered in the application;
- mToken – service enabling verification of order to any payee in national payment operations, through the application installed on the mobile phone (only available to the users with mobile phones with iOS or Android operational system).

User may later change the choice of service through functionality of electronic and/or mobile banking intended for such change in the application itself, without the need to submit and signed additional documentation.

After submitting the application and registration of the Consumer to user services of electronic and/or mobile banking, the Bank sends to the Consumer access parameters to activate and use electronic and/or mobile banking, more specifically: user name and password for electronic banking and activation code for mobile banking.

By these access parameters the user may activate the selected service (electronic and/or mobile banking) and generates his password/PIN code, whenafter the service is ready for use.

SMS Service

Based on filled in and signed Application to use SMS service for consumers, the Bank submits to the Consumer the report stating that the applicant applied for SMS services.

In case of concluding the Agreement on provide the set of services; SMS service is available to the Consumer after concluding the proper agreement. In this case the Consumer does not fill in the Application to use SMS service for natural person, and the Bank does not issue report stating that the applicant applied for SMS services.

The Consumer determines which functionalities of SMS service he will use, by specifying them in the Application to use SMS service for natural persons, or if the client has an activated electronic banking, within the option SMS administration.

SMS service enables the Consumer to:

- Obtain information about the payment account (current balance, date and amount of the last transaction, overdraft amount and expiry term);
- Obtain information on RSD savings (current balance and fixed term period);
- Obtain information on FX savings (current balance of the first four currents with highest balance and fix-term period);
- Obtain information on credit and charge payment cards (expiry date, limit, available balance);
- Be automatically notified about the inflow to the payment account, as well as on FX and RSD savings accounts (inflow amount, date and time);
- Be automatically notified about the outflow from payment account as well as from the accounts of RSD and FX savings (outflow amount, date and time);
- Be automatically notified about the authorization of payment card (type and abbreviated number of the card, date, amount time and place of authorization);
- Be automatically notified about cheque realization;
- Be automatically notified about declined order sent by electronic or mobile banking;
- Be automatically notified about the expiry of validity and cancellation of payment account overdraft;
- Be automatically notified about takeover of re-issued payment cards;
- Be automatically notified about fix term maturity by RSD and FX savings;
- Be automatically notified about loan balance on specific date;
- Be automatically notified about standing order realization;



In addition to these information, which are sent to the Consumer automatically, queries may also be sent in an appropriate format to the number 5622, which provide the Consumer to review the current balance by his payment account and cards.

KOM4Pay Transaction

KOM4Pay is cashless payment method carried out through electronic banking. This functionality enables payment of goods and services at internet points of sale which are facilitated to accept KOM4pay payments.

By initiating payment through use of KOM4Pay transaction, the user is directly rerouted from the web point of sale of the merchant, to the electronic banking access page, where he enters his access parameters – user name and password to access electronic banking. After accessing the electronic banking, payment order is automatically generated and presented to the client for verification. The client confirms transfer order by entering one time SMS OTP code or when generating mToken application.

Execution of transactions initiated by use of KOM4Pay payment means automatic debiting of payment account and depositing to the account of payee, in the amount of the transaction and within the available funds. If there are insufficient funds on the payment account, the transaction will not be executed.

KOMeKEŠ

KOMeKEŠ is modern service for simple and quick transfer of money within electronic and/or mobile banking of Komercijalna Banka.

KOMeKEŠ enables to clients simple and easy sending and withdrawing money, any day during the entire year from 00:00 to 24:00 hours, at every Komercijalna Banka's ATMs in the Republic of Serbia.

Advantages and benefits of using KOMeKEŠ service:

- KOMeKEŠ provides to the users of electronic and/or mobile banking of Komercijalna Banka to send money from any part of the country of the world with internet access, from the location most suitable to the client;
- The funds may be sent to any person who use electronic banking by importing Google contacts and, by use of mobile banking, sending money to the phonebook contacts, as well as fee sending of money to persons having registered number with one of three mobile providers in the Republic of Serbia;
- The payee does not have to have an opened account in any bank;
- To withdraw the funds at the ATM person only needs mobile phone which will receive codes to withdraw the funds in the form of an SMS message;
- Money being sent is immediately available to the payee at the closest KomBank ATM and may be withdrawn within the next 48 hours.

V LIABILITIES AND RESPONSABILITIES OF THE CONSUMER

The user is obliged to keep the confidentiality of the personalized security parameters/devices used for authentication and shall bear responsibility in the event of an unauthorized payment transaction, in accordance with the General Terms and Conditions for providing payment services to consumers.

The user agrees with the authentication i.e. check and verification of his identity based on personalized security elements (user name, password, PIN code, etc.) and that every electronic payment order issued, transfer, purchase of foreign currency and requests for change /additional service/product of the Bank have the same legal importance as a



signed paper form. All electronic messages exchanged between the User and the Bank is authentic, undeniable and irrevocable.

In case the user suspects unauthorized use of his user identification or any other form of abuse of electronic and/or mobile banking, he shall immediately inform the Bank thereof.

On the computer which will be used for electronic bank services, the user shall undertake to provide licenced, properly configured operational system, as well as the latest versions of WEB browsers listed in technical pre-conditions for using the service. If the Consumer, after beginning to use electronic and mobile banking, continues using unlicensed, non-customized or untested applications on the same computer, the Bank shall bear no responsibility for failure to execute payment or transfer orders, foreign currency purchase or sale or request for change/additional service/product of the Bank or any other adverse consequences.

VI EXECUTION OF PAYMENT ORDERS

The agreement to execute payment transaction initiated by issue of payment order through electronic and/or mobile banking, including KOM4Pay and KOMeKes transactions, has been regulated by General Terms on Providing Payment Services to Consumers.

All payment transaction, as well as the transfers issued by the Consumer through electronic bank service, authenticated by appropriate personalized security parameters, shall be considered legally issued, authentic and original. The Consumer shall be responsible for accuracy and punctuality of data specified on the payment order.

The Consumer shall be responsible for using unique identification signs, i.e. the accuracy of data regarding the payee's number listed in the payment order.

The Bank shall bear no responsibility for execution of payment order, if the latter has not been executed in accordance with the account of the payee wrongfully specified in the payment order, regardless of other data about the payee (name, address, and seat) from the order submitted by the Consumer.

The Bank shall bear no responsibility for non-executed or wrongfully executed payment transaction, if the number of current account specified on the submitted payment order is wrong.

The Bank shall have no responsibility for non-orderly execution of payment services, failure to execute or untimely execution of payment order, as well as for failure to meet other stipulated obligations of the Bank in the event of occurrence if interferences were to occur in execution of payment services. Interferences in execution of payment services are all those events, phenomena, actions or activities that aggravate or make impossible execution of payment service, caused by force majeure, events of war, uprising, riots, terrorist acts, natural and ecological disasters, epidemics, strikes, cessation in supply of electricity and interruption of telecommunication links, non-functioning of payment systems, as well as all other similar causes whose occurrence cannot be attributed to the Bank. Interferences in providing payment services include non-functioning or irregular functioning of payment systems.

At his written request, the Bank can provide the user information about the payment transaction's cash flow. Information about the outcome of these measures once they have been taken shall be submitted to the Consumer in writing.

The time of receiving payment transactions issued by electronic and/or mobile banking is the time when the transaction has entered the information system of the Bank and became part of payment transactions system. Until then, the responsibility for issuing and sending payment transaction by electronic means remains with the Consumer and E-bank Department.

Payment transaction received by the time specified as the final time to receive payment transaction by the Term Plan shall be executed on the same day, while payment transaction received after that time shall be considered as being received on the next working day.



In case of refusal of payment transaction issued by electronic/mobile banking, the Bank shall notify:

- By SMS message to the number reported as the phone number for registered service by notification on payment transaction in electronic/mobile banking being refused;
- Change of status of sent payment transaction in the archive of orders in electronic or mobile banking.

The Bank shall refuse to execute the payment order if all conditions for its execution failed to be met, in other words, in the following cases:

- If the Consumer failed to provide his agreement;
- When there are legal obstacles to execute payment order (for instance court order etc.)

If direct debit payment order fails to be executed on the specified day due to insufficient funds on the Consumer's account, the execution of order will be attempted in the next 2 (two) working days, thereafter the payment order will be considered cancelled.

It is possible to cancel payment transaction issued through electronic/mobile banking by using the "on hold" option, but only if the payment transaction has been issued with future execution date, or if it is on hold with "CANCEL" option.

The Bank shall execute payment transaction issued electronically if it is complete and if the amount of payment transaction is lower than the amount of funds available on the account, i.e., up to the amount of approved overdraft based on separate agreement concluded with the Consumer.

Balance of funds available on payment account the day before increased by daily inflow and approved overdraft and reduced by daily outflow of funds shall be considered the available funds on payment account.

If all conditions have been met and there are no legal obstacles, the Bank will execute payment transaction by received payment order according to the terms set out in the Term Plan.

The Bank shall keep the right to execute payment orders received after expiry of terms defined in the Term Plan on the same day, within the scope of its capabilities.

When executing payment transaction issued electronically, the Consumer may state future date on the order as desired date to execute payment transaction.

VII OBLIGATIONS AND RESPONSIBILITY OF THE BANK

The Bank shall provide the Consumer all required elements for accessing and using the electronic and mobile banking services. The access is secured in all instances, except in those of force majeure, technical difficulties or other unexpected events.

The Bank shall be liable to the Consumer who initiated payment transaction by electronic and mobile banking, on the basis of payment order and in the capacity of payer, for regular execution of payment transaction ending with the payee's provider of payment services.

The Bank shall be liable to the Consumer in the event of non-executed payment transaction initiated by means of electronic and mobile banking, and the Consumer shall have the right to demand compensation of damage occurred due to non-execution of initiated payment transaction which was the Bank's responsibility.

The Bank shall not be responsible if the execution of unauthorized payment transaction is the consequence of stolen or lost payment instrument or payment instrument that has been misused, as well as in all cases when the Consumer failed to secure and protect the payment instrument.

VIII LOSS, THEFT OR MISUSE OF ACCESS PARAMETERS/DEVICES FOR USING ELECTRONIC AND/OR MOBILE BANKING



Immediately upon finding out about the loss/theft/misuse of mobile phone (with installed application for mobile banking, mToken application or registered for SMS service/SMS OTP messages), or password to access electronic banking, the Consumer shall inform the bank therein, which he may do either by personally coming to any Bank's outlet, or by calling the Contact Centre number 0700 800 900 and by sending the email to the Contact Centre address kontakt.centar@kombank.com.

Based on the information received from the Consumer, the Bank shall block electronic and/or mobile banking and cancel SMS service. Blockade/cancellation shall be initiated upon receiving the information from the Contact Centre or the outlet in the period Monday to Friday from 08:00h to 17:00h. Information received after working hours shall be processed on the first following working day.

The Bank shall undertake no responsibility whatsoever for lost or stolen access parameters/devices for using electronic and/or mobile banking of the Consumer.

The Bank shall have the right to block the access to electronic and/or mobile banking of the Consumer in the following cases:

- If the Consumer acts in contravention to the provisions of the Framework Agreement on providing payment services to Consumers,
- If there is a suspicion of unauthorized use or use of access parameters/devices for using electronic and/or mobile banking with the intention to commit fraud or misuse of these instruments,
- If the Consumer reported to the Bank the loss, theft or misuse of the access parameters/devices for using electronic and/or mobile banking,
- If the Consumer fails to settle his liabilities to the Bank upon receiving written notice thereof,
- If the Consumer submitted the request to block or recall certificates or the request to withdraw from using the electronic and/or mobile banking for consumers.

The password to access the electronic banking or PIN code for mobile banking that has been once blocked required issue of an activation code for electronic banking or mobile banking (which is required for the user to generate new password for using the instrument referred to above) and in order to have it issued, the user must complete the appropriate form of the Bank.

IX NOTIFYING AND COMMUNICATION

At its webpage (Bank's Internet site) and its business premises where it provides the services to payment services consumers, the Bank makes available the information regarding provision of payment services through General Terms of Providing Payment Services to Consumers, Term Plan for Receiving and Executing Consumers' Transactions, Overview of the Bank's Tariff of Fees and these Guidelines. The Bank makes also available to the Consumer the entire required documentation to register for using the services of electronic and mobile banking.

The Consumer agrees that the Bank may use the functionality of messages exchange in electronic and mobile banking submit the information in cases when the Consumer needs to be informed on the occurrence on any circumstance of relevance for executing transactions by payment account.

X FINAL PROVISIONS

These Guidelines shall be delivered to the Consumer with the Agreement on Providing Electronic/Mobile Banking for Consumers, Electronic/Mobile Banking Application for Consumers, Application to Use SMS Service for Consumers and Reported Services for SMS service, and the Agreement on Providing Set of Services and these are available to the Consumer at the webpage of the Bank <http://www.kombank.com>.

These Guidelines shall apply as of 17/03/2019



