

# Guidelines on Using Electronic and Mobile Banking for Legal Persons and Entrepreneurs

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## I GENERAL PROVISIONS

These Guidelines on Using Electronic and Mobile Banking for Legal Persons and Entrepreneurs (hereinafter: the Guidelines) regulate terms and manner of issue and use of electronic and mobile banking payment instruments pursuant to the Article 15 of General Terms and Conditions of Providing Payment Services to Legal Persons and Entrepreneurs, i.e. the following services: Hal eBank, Hal mBank, Office banking, Hal eBank WEB, electronic KOmBANK BIZ banking (hereinafter: WEB eBank KOmBANK BIZ), mobile KOmBANK BIZ banking (hereinafter mBank KOmBANK BIZ) and SMS service.

Electronic and mobile banking is a set of services which enable the following services to legal persons, entrepreneurs, and foreign legal persons – non- residents (hereinafter: the Customer):

- Execution of national and international cashless payment transactions,
- Payment of obligations via payment orders bearing current date and payment of obligation with an advance date (instant payment excluded),
- Balance review,
- Review of changes and statements by RSD and FX account opened with the Bank,
- Receiving and sending personal and general messages, i.e. notifications to the Customer from the Bank.

## II TERMS

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

**The Customer** means legal person or entrepreneur that uses or have used the payment service in the capacity of the payer and/or payee or addressed the Bank in order to use these services. The Customer may have both resident and non-resident status;

**Electronic banking** means the service through which the Bank enables the Customer to use 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 Customer services related to payment account by using the appropriate application software installed on the mobile device;

**Electronic and mobile banking services** mean the following: Hal eBank, Hal mBank, Office banking, Hal eBank WEB, WEB eBank KOmBANK BIZ, mBank KOmBANK BIZ and SMS service.

**Electronic certificate** means an electronic document confirming the link between electronic signature verification data and signer's identity;

**Qualified electronic certificate** means an electronic certificate issued by certification body entitled to issue qualified electronic certificates and contains data anticipated by the law;

**Electronic signature** means a set of data in electronic form unified or logically connected with the electronic document and serving to identify the signer;

**Qualified electronic signature** means electronic signature which reliably guarantees the signer's identity, integrity of



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electronic documents, enables subsequent disclosure of their contents, and meets the conditions specified by the law;  
**Electronic document** means document in electronic form used in legal affairs and other legal actions, as well as in administrative, judicial and other procedures before any state authority;

**Smart card** means security device with installed chip, storing electronic certificate or qualified electronic certificate and cryptographic keys necessary for using the electronic banking services;

**Smart card issuer** means Halcom AD Beograd or Asseco SEE depending on program solution chosen by the Customer;

**Smart card reader** means device enabling reading data from the smart card;

**PIN code** means combination of signs assigned to the Customer by the Issuer, or determined by the Customer as secret data for using electronic certificate;

**PUK code** means combination of signs assigned to the Customer by the Issuer and serving to unblock smart card;

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

**Registration and activation code** – combination of numbers, assigned to the Customer by the Issuer or determined by the Customer as secret data for using the service.

### III TERMS AND MANNER OF ELECTRONIC AND MOBILE BANKING PAYMENT INSTRUMENTS ISSUE AND REGISTRATION FOR USE OF SMS SERVICE

The Bank will enable using electronic and mobile banking to the Customer with whom it has concluded Framework Agreement of Providing Payment Services to Legal Persons and Entrepreneurs.

Basic condition for providing electronic and mobile banking services is an opened RSD payment account in the Bank for residents, while foreign legal persons – non-residents, are required to have an opened FX and/or RSD payment account.

SMS service shall be available to residents only, per RSD payment account, and only for mobile phones provided by one of three national mobile providers (MTS, Telenor and VIP).

In its offer the Bank has the following electronic and mobile banking application solutions: Hal eBank/Hal mBank, Office banking, WEB eBank/mBank KOmBANK BIZ, Hal eBank WEB and SMS service. Foreign legal persons – non-residents may only use Hal eBank, Hal eBank WEB and Hal mBank program solutions. Hal eBank WEB application solution is only provided to the existing Customers and cannot be registered to new Customers.

The Customer submits the application to issue electronic and/or mobile banking payment instrument; in order to use SMS service the Customer shall submit completed, signed and seal-certified documentation by legal representative (if the Customer declared the intention to use the seal). Depending on which service the Customer has chosen to use, the following must be submitted:

- ebank application (Hal eBank/Hal mBank, Office banking) or eBank application for non-residents (Hal eBank/Hal mBank/ Hal eBank WEB) \*
- eBank application for non-residents\*
- KOmBANK BIZ application
- General order form CA1 Q (Hal eBank)\*\*
- Application of authorized person CA2 Q (Hal eBank)\*\*
- Application to use SMS service for legal persons and entrepreneurs

\* Documentation filled in by foreign legal persons – non-residents



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\*\* Documents are to be submitted only if the Customer has no qualified electronic certificate intended for individual use specified in the Application, issued by Halcom certification body.

By submitting signed Application, the applicant confirms being informed and compliant with all provisions and fully acknowledges these Guidelines.

In the Application for Hal eBank, Office banking and WEB/mBank KOmBANK BIZ solutions, the Customer shall list all authorized persons (individual users) having authorizations by the Customer's RSD/FX account with the Bank. These authorizations may be as follows:

- Review – only enables the review of changes/balance/statements by RSD or FX account of the Customer,
  - Preparation – enables creation of payment transaction, but not signature and sending for execution,
  - Signature – enables signing created payment transactions, and it is possible to provide the Customer with administration, so that each payment transaction requires collective signature (left and right) prior to sending for execution,
  - Sending – enables sending of already signed payment transactions to execution.
- In addition to the listed documentation, the Customer shall submit, for review, IDs/passports of all authorized persons listed in the Application.

Technical pre-conditions for use of electronic and mobile banking depend on the choice of the application software itself. Depending on the services the Customer decided for, it is necessary that the Customer has the proper equipment, as follows:

- In order to use Hal eBank or Office banking, PC with MS Windows operating system (version provided with Microsoft support) and internet access are required;
- In order to use HAL mBank, Hal eBank, mobile phone using Android or iOS operating system is required,
- In order to use WEB eBank KOmBANK BIZ service, PC or MAC computer with internet access, web-browsers Google Chrome, MS Internet Explorer (Microsoft Edge) or Mozilla Firefox (more recent browsers' versions) are required;
- In order to use mBank KOmBANK BIZ, active WEB eBank KOmBANK BIZ, mobile phone using Android or iOS operating system is required;
- In order to use SMS service, it is necessary to own mobile phone and meet the conditions for receiving/sending messages to abbreviated numbers, required by mobile provider of the network used by the authorized person of the Customer.

### **IV USE OF ELECTRONIC AND MOBILE BANKING**

After the application has been approved, the Bank and the Customer conclude the Agreement on Providing Electronic and Mobile Banking Services for Legal Persons, Agreement on Providing Electronic and Mobile Banking Services to Entrepreneurs (Hal eBank/Hal mBank, Office banking and WEB/mBank KOmBANK BIZ) or the Agreement on Providing Electronic and Mobile Banking Services to Foreign Legal Persons – non-residents (Hal eBank); depending on the legal form, the Customer is allocated with qualified electronic certificate/electronic certificate for the authorized person, and if required, smart card reader, user name and password, activation and registration code.

To the effect of secure data exchange between contracting parties, qualified electronic certificate/electronic certificate registered on the smart card is used.

If the Customer already has properly issued Halcom qualified electronic certificate/electronic certificate, it is necessary to submit to the Bank the Statement on Authenticity of Digital Certification Contents (Certificate export) for all individual users listed in the Application.

Halcom qualified electronic certificate/electronic certificate's term of expiry is three years. The term may be extended by submitting new application for Hal eBank.



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Office banking electronic certificate's term of expiry is one year and the term is extended online through Asseco Service Centre.

Authorizations in electronic banking and mobile banking can be subsequently changed, solely by submitting new Application, signed by legal representative and certified by the Customer's seal (if the Customer declared using the seal).

Access of the persons that the Customer has subsequently authorized to avail of electronic and mobile banking services and issue of additional readers will be charged according to the Decision on Bank's Tariff of Fees.

The Customer has the right to recall the authorization to use electronic and mobile banking and shall do so in writing, by sending free-form letter on the Customer's memo certified by seal (if the Customer declared using the seal) and signed by legal representative, at the following address Komercijalna Banka ad Beograd, 14 Svetog Save St, E-bank Department 11000 Belgrade; via electronic mail by sending scanned version of the letter to [ebank@kombank.com](mailto:ebank@kombank.com).

### **Hal eBank**

Electronic banking Hal eBank is the application facilitating the users to execute national and international payment transactions fast and easy 24/7, from any place whatsoever. Hal eBank is a multibank solution of electronic banking, which means that one user may operate with several banks and more than one legal person/entrepreneur at the same time. Additional possibilities offered by electronic Hal eBank banking are:

- eInvoices – sending and receiving invoices electronically;
- ePaymentEntry – sending payrolls electronically to serve as the basis for the Bank to post payments of employees' wages to the accounts receivable

### **Hal mBank**

Mobile banking Hal Bank enables the Customer to review the balance and turnover by registered payment account. It may also be used in combination with Hal eBank application for remote signing of orders, but only if the users have also been registered to Hal eBank service with appropriate authorizations.

### **Hal eBank WEB**

WEB eBank is WEB-based application that enables the Customer to review balance and turnover by registered payment account. It may also be used in combination with Hal eBank application for remote signing of orders, but only if the users have also been registered to Hal eBank service with appropriate authorizations.

### **Office banking**

Office electronic banking is the application enabling the users to execute national and international payment transactions fast and easy 24/7, from any location, which Komercijalna Banka intended primarily for payment institutions, although the same service may also be used by legal persons and entrepreneurs.

### **WEB eBank KOmBANK BIZ**

Electronic banking WEB eBank KOmBANK BIZ is WEB-based application enabling users to execute national and international payment transactions fast and easy 24/7, from any location, and to do so online, using WEB browser.

WEB E-Bank KOmBANK BIZ service is primarily intended for micro clients and entrepreneurs.

### **mBank KOmBANK BIZ**

Mobile banking mBank KOmBANK BIZ is intended for micro clients and entrepreneurs, enabling the users to execute national transactions in a safe, convenient and easy way, 24/7, from their Android and iOS mobile devices.



mBank KOmBANK BIZ precondition is active WEB eBank KOmBANK BIZ.

### **SMS Service**

Having as the basis an application to use SMS for legal person, which has been properly filled in, sealed (if the Customer declared using the seal) and signed by legal representative, the Bank shall provide the Customer with the report on registered SMS services for legal person.

In the application the Customer determines which functionalities of SMS service will be used. SMS service facilitates the Customer with automatic notification, i.e. receiving the information on:

- RSD inflows to Consumers' accounts (minimum amount which generates message is RSD 10,000),
- Authorization by business cards,
- Automatic notification about blocking/unblocking payment account.

In addition to this information automatically sent to the Customer, this service enables queries, sending messages of proper format to pre-determined abbreviated number 5622, which make it possible to the Customer to review the current balance by his payment accounts and payment cards.

### **V ISSUING AND TAKING OVER SMART CARDS**

The Bank organizes the issue of smart cards for authorized persons whose authorization is determined by filling in the eBank application for non-residents, if the persons referred to above have no active qualified electronic certificate/electronic certificate to add the accounts listed on the eBank application for non-residents. Smart cards enable authorized approach to electronic and mobile banking, or qualified electronic signature/electronic signature of payment order, transfer order and sending the schedule of FX inflow from abroad.

The Customer shall undertake to deliver the Bank all required data and information about changes that may affect or might affect the accuracy of the existing data on the Customer and individual users.

Based on delivered documentation, the Bank orders from the issuer smart cards for individual users and administrates them in accordance with required authorizations from eBank application or eBank application for non-residents, or allocated authorizations for already issued smart cards.

The Customer may use electronic banking services after the application has been approved by the Bank and after taking over smart cards with certificate, that is, after the Bank has enabled using of the existing smart card of the Customer by the accounts listed in e-Bank application or eBank application for non-residents.

The Customer accepts qualified electronic certificate/electronic certificate as exclusive confirmation on Customer's identity when using electronic banking, with no subsequent denial. By use of qualified electronic certificate/electronic certificate false representation is avoided, in other words, reliable authentication of the Customer is provided.

Smart card and qualified electronic certificate/electronic certificate are non-transferable and are addressed to the Customer and/or authorized individual user.

The Bank may decline the Customer's application for electronic and mobile banking inclusion, and shall not be liable to explain the reasons for such decision to the Customer.

For users of Hal eBank application, the individual users shall undertake to change the initial PIN code provided by the issuer when logging on to Hal eBank for the first time.

Qualified electronic certificate/electronic certificate on the smart card are issued with expiry term determined by certification body, which issues qualified electronic certificates/electronic certificates, and upon expiry of the term, validity of respective qualified electronic certificates/electronic certificates must be renewed. Costs of renewing qualified electronic certificates/electronic certificates on the smart card shall be borne by the Customer, according to



the conditions that are in effect in the time of renewal. When issuing new smart card, the authorizations that were on the previous certificate remain unchanged, except in the event that the Customer demands change of authorizations, whereof the Customer must inform the Bank in writing.

**Expiry term of the qualified electronic certificate/electronic certificate does not imply automatic cancellation of electronic and mobile banking services for the Customer. The Customer may cancel services of electronic and mobile banking only in writing on the appropriate request (in free form) and with prior settlement of all liabilities that have become due and payable.**

**Office banking and Hal eBank for non-residents (takeover of electronic certificate)**

Electronic certificate on the smart card may be taken over by legal representative, smart card owner or third person authorized by legal representative to take over the smart card by written authorization (in free form) on the memorandum of the firm, signed by legal representative and certified by the firm's seal.

**Hal eBank for residents (takeover of qualified electronic certificate)**

In this case, the takeover shall be organized with the issuer – at the issuer's address or by use of the courier service in organization of the issuer on the territory of the Republic of Serbia. The issuer will inform the Customer about the delivery details by e-mail or phone. Delivery shall be organized separately for the smart card and for the envelope containing PIN and PUK codes. Taking over the smart card, or qualified electronic certificate and the envelope is possible only by the person whose name the certificate is made out to.

Pursuant to the Customer's application to receive smart card reader (either by application or letter in free form certified by seal - if the Customer declared using the seal), and signed by the legal representative, the Bank shall deliver the smart card reader through parent outlet of the Customer or E-Bank Department.

**HALmBank**

HALmBank users apply to use the application independently assisted by qualified electronic certificate.

**VI ISSUE AND TAKEOVER OF USER NAME AND PASSWORD, AS WELL AS REGISTRATION AND ACTIVATION CODES FOR WEB eBank/mBank KOMBANK BIZ**

**WEB eBank KomBANK BIZ (sending user name and password)**

Users of electronic banking WEB eBank KOMBANK BIZ get their user name to the registered e-mail address, while the activation password is sent in SMS message to the registered mobile phone number.

**mBank KOMBANK BIZ**

Users of mobile banking mBank KOMBANK BIZ get their registration code to the registered e-mail address, while the activation code is sent in SMS message to the registered mobile phone number. When activating, the Customer defines six-digit PIN code to be used for authentication.

**VII ISSUING AND EXECUTING PAYMENT ORDERS AND RESPONSIBILITY OF THE BANK AND CUSTOMER IN RELATION TO EXECUTION OF PAYMENT TRANSACTIONS**

In order to issue orders through electronic and mobile banking, the person authorized to represent determines authorized persons and authorization levels to dispose of funds on the Customer's account within documentation which is signed when contracting the use of selected payment instrument of electronic banking. All electronic messages exchanged between the Customer and Bank are reliable and irrevocable, and the user agrees that every submitted payment order through electronic or mobile banking, payment order and FX inflow schedule shall have the same legal validity as any legally valid paper form.



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All payment orders and schedule of inflows from abroad that the Customer submits by using electronic and mobile banking, authenticated by the appropriate qualified electronic certificates/electronic certificates and/or code, shall be considered legally issued, authentic and original.

The Customer shall be responsible for using unique identification sign, i.e. accuracy of data related to the number of the payment receiving accounts listed on the payment order.

The Bank shall not be responsible for execution of payment order, if it has been executed in accordance with payment receiving account number wrongfully entered, regardless of other information on the payee (name, address, seat) in the order submitted by the Customer,

The Bank shall not be held responsible for non-executed or inaccurately executed payment transaction, if payment account number that has been filled in the submitted payment order is inaccurate or has not been entered in the prescribed form (Cyrillic font, special characters etc.).

If any payment order has been executed according to the inaccurate unique identification sign submitted by the Customer, at the Customer's request, the Bank shall promptly undertake all reasonable measures to the effect of refunding the amount of payment transaction, i.e. provide the Customer information on payment transaction's money flow and inform the payee's provider of payment services about the claim to have the funds paid back. If, after these measures, the refund is not possible, at written request of the Customer the Bank will deliver all available information that are necessary to exercise the right to refund.

At the Customer's written request, signed and certified by the person authorised to represent the Customer, or the person who gave the agreement to execute payment order, the Bank shall provide the information on payment transaction's money flow.

The Customer shall have the right, in case of failure to execute or irregular execution of the payment transaction, regardless of the Bank's responsibility, to request the Bank to take the appropriate measures in order to establish the payment transaction's money flow and provide the information on the outcome of the measures so taken.

The Customer shall have the right to demand compensation of damages incurred by execution of the payment transaction that has not been approved, or failure to execute or irregular execution of payment transaction that was the Bank's responsibility.

The Bank's responsibility shall be excluded in the following cases:

- For failure to execute or untimely execution of payment orders, as well as failure to meet other agreed obligations of the Bank 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;
- For payment transaction based on payment order which has not been executed until the final time anticipated for execution in accordance with the Term Plan, if such transaction failed to be executed on the grounds of legal regulations related to prevention of money laundry and terrorism financing, forced collection and other regulation the Bank undertook to apply,
- If the Customer fails to meet the conditions specified in these General Terms or Agreement and/or special general terms that regulate issuing and using payment instruments related to taking protective measures as specified in the terms referred to above;
- If the execution of unapproved payment transaction was the consequence of fraudulent acting of the Customer, its authorized persons or third persons for whom the Bank holds no responsibility, if established that payment order of the Customer has been falsified, which was impossible for the Bank to notice by applying due care and diligence, if the execution of unapproved payment order was the result of use of stolen or lost Customer's seal (if the Customer declared using the seal).



***National Payment Operations***

The Bank shall execute payment order received by the time which has been designated as final order receiving time on the same day. Payment order received after that time shall be considered as received on the following business day.

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.

The Customer is responsible for the accuracy of all data entered in the submitted payment order of inflow from abroad.

The Bank shall execute payment order submitted by electronic and mobile banking if it is complete and shall make payments up to the amount of funds available on the account, or up to the amount of the approved overdraft, based on a separate agreement concluded with the Customer. The available funds on the payment account shall be considered the balance of funds on the payment account as of the previous day, increased by daily inflow and decreased by daily outflow of funds.

If all the conditions are met and there are no legal limitations, the Bank shall execute payment transaction by received payment order, according to the terms from the Term Plan. If payment order fails to be executed on a given day, due to insufficient funds on the Customer's account, the execution of order will be attempted in the next 2 (two) business days, then after it shall be considered that the Customer cancelled the payment order, and the Bank shall have no obligation to notify the Customer herein.

When executing payment transaction made out via electronic and mobile banking, the Customer may specify a future date on the payment order as desired date for payment transaction execution (unless the payment order has been made out as Instant).

The Bank shall decline the execution of payment order of the Customer submitted by electronic means if such order is incomplete. The Customer will be notified about decline to execute payment order through electronic and mobile banking, and if possible, about the reasons for such decline and the procedure required to correct the mistakes, unless this is prohibited by regulation.

The Customer shall be informed about the decline of payment order in electronic form through electronic and mobile banking until the time which has been anticipated as the final time for payment order execution in the Term Plan.

Payment order shall not be considered declined if failure to execute such order arose due to procedure of forced collection being conducted against the Customer, and the Bank shall not be obliged to notify the Customer herein.

In the event of declining the payment order for some of the reasons referred to above, the Bank shall consider the order has not been received at all.

The Customer may cancel payment order submitted by electronic and mobile banking through Hal E-bank/HALmBank application at latest by the time the payment order execution starts. Cancellation of payment order the Customer has submitted by electronic banking through Office banking is not possible.

***International Payment Operations***

The Bank shall execute payment order received by the time designated as the final time to receive the order in the Term Plan on the same day. Payment order received after that time shall be considered as received on the following business day. 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.

The Customer is responsible for the accuracy of all data entered in the submitted payment order, transfer order and schedule of inflow from abroad.





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When executing payment transaction made out via electronic and mobile banking, the Customer may specify a future date on the payment order as desired date for payment transaction execution.

The Bank shall decline the execution of payment order of the Customer submitted by electronic means if such order is incomplete. The Customer will be notified about decline to execute payment order through electronic and mobile banking, and if possible, about the reasons for such decline and the procedure required to correct the mistakes, unless this is prohibited by regulation.

The Customer shall be informed about the decline of payment order in electronic form through electronic and mobile banking until the time which has been anticipated as the final time for payment order execution in the Term Plan. Cancellation of an international payment order is not possible either in the E-Bank Department or by the Customer. Time of receiving payment order/international payment order issued by electronic and mobile banking is the time when given order has been entered into the information system of national payment operations and/or international payment operations of the Bank.

E-Bank Department shall have the responsibility over the payment order/international payment order until the time it has been entered into the information system of the Bank, while Payment Operations shall have the responsibility to execute payment order/international payment order once it has entered the information system of the Bank.

### **VIII OBLIGATIONS AND RESPONSABILITIES OF CUSTOMERS**

The Customer agrees that each submitted electronic payment transaction and FX inflow schedule shall have the same legal validity as any legally valid paper form. All electronic messages exchanged between the Customer and Bank is reliable and irrevocable.

The Customer shall undertake to keep program equipment of electronic and mobile banking services, smart cards, PIN codes, passwords for Hal eBank WEB and WEB eBank KOMBANK BIZ solutions, as well as other authentication parameters save, making sure not to make them available to unauthorized persons, and shall regularly monitor its operation on computers registered for electronic and mobile banking. In case of failure to comply with these obligations, the Customer shall be held liable for all incurred damages.

The Customer shall be liable for accuracy of all entered data about the Customer and authorized persons listed on the eBank application, eBank application for non-residents and KOMBANK BIZ application, and shall report every change in these data.

The Customer shall undertake to provide licenced, properly configured operational system (MS Windows, version provided with Microsoft support) on the computers used for electronic banking services. If the Customer, after they begin to use electronic and mobile banking, continue using unlicensed, non-customized or untested applications on the same computer, the Bank shall not bear any responsibility for failure to execute payment transactions or FX inflow statistics or any other potential adverse consequences. It is forbidden to copy qualified electronic certificate/electronic certificate. All damages incurred by copying and attempt of copying of these certificates shall be borne by the Customer.

### **IX OBLIGATIONS AND RESPONSABILITIES OF THE BANK**

The Bank shall provide the Customer 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 Customer 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.



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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 Customer failed to secure and protect the payment instrument.

### **X INFORMING THE CUSTOMER-USER OF ELECTRONIC AND MOBILE BANKING**

On its webpage (website of the bank) and in its business premises where it provides the services to the payment services consumers, the Bank makes information related to providing payment services available in General Terms of Providing Payment Services to Legal Persons and Entrepreneurs, Term Plan of Receiving and Executing Transactions of Legal Persons and Entrepreneurs, Overview of the Bank's Tariff of Fees and these Guidelines. The Bank also makes available to the Customer the entire documentation required for applying to use electronic and mobile banking.

The Customer agrees that the Bank may deliver notifications by means of messages exchange functionality in electronic and mobile banking, whenever the Customer need to be informed about the occurrence of any circumstance of importance for transactions by payment account.

### **XI LOSS, THEFT OR MISUSE OF SMART CARD OR PASSWORD FOR ACCESSING ELECTRONIC AND MOBILE BANKING KOMBANK BIZ**

Immediately upon learning of the loss, theft or misuse of smart card, password for accessing electronic banking WEB eBank KOMBANK BIZ, as well as the loss of mobile phone with installed application for mobile banking mBank KOMBANK BIZ along with the PIN code for access, the Customer shall immediately notify the Bank herein, which may be done by coming personally to any Bank's outlet during working hours, or by calling the Contact Centre at 0700 800 900, or by sending to e-mail address [ebank@kombank.com](mailto:ebank@kombank.com) with the request to block the certificate, qualified electronic certificate/electronic certificate or user account for electronic and mobile banking WEB eBank/mBank KOMBANK BIZ service.

Based on the information received from the Customer, the Bank shall block the qualified electronic certificate/electronic certificate, or the user account for WEB E-Bank/mBank KOMBANK BIZ. Qualified electronic certificate/electronic certificate, or user account for electronic and mobile banking WEB eBank/mBank KOMBANK BIZ shall be blocked upon receiving the notification to the e-mail address [ebank@kombank.com](mailto:ebank@kombank.com) Monday – Friday 08:00h until 17:00h. Notification received after the working hours specified above shall be processed on the first following working day. The Bank shall bear no responsibility for lost or stolen smart cards of the Customer.

The Bank has the right to block the qualified electronic certificate/electronic certificate, or user account for WEB eBank/mBank KOMBANK BIZ service if:

- The Customer/Authorized Person acts in contravention to the provisions of the General Terms on Providing Payment Services to Legal Persons and Entrepreneurs and these Guidelines;
- There is a suspicion of unauthorized use, or use of smart card/password to access WEB eBank service with the intention to commit fraud or misuse;
- The Customer reported to the Bank the loss, theft or misuse of the smart card or password to access WEB eBank/mBank KOMBANK BIZ service;
- The Customer fails to settle their liabilities to the Bank upon receiving written notice herein;
- The Customer submitted the request to block or cancel the certificate, qualified certificate or user account for WEB eBank/mBank KomBANK BIZ service;

Except in the event of blockade requested by the Customer, before blocking the qualified electronic certificate/electronic certificate, or user account for electronic and mobile banking WEB eBank/mBank KOMBANK BIZ, the Bank shall notify the Customer of its intention and reasons for the blockade. The Bank shall not be obliged to inform the Customer about the intended blockade and reasons for blocking the qualified electronic certificate/electronic certificate or user account for electronic and mobile banking WEB eBank/mBank KOMBANK BIZ if there are objectively justified security reasons therefor or the issue of such a notification is contrary to the regulations.



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Qualified electronic certificate/electronic certificate, found after the theft/loss report, and after being revoked by the Bank, cannot be reused, but a new qualified electronic certificate/electronic certificate must be issued.

In case of physical damage to the smart card, the Customer is obliged to contact the Bank for the replacement. In the event of damage, the Customer shall pay the service of replacing a smart card in accordance with the Overview of the tariff of fees.

In the case of lost/forgotten password for access to electronic and mobile banking WEB eBank/mBank KOmBANK BIZ, the Customer can submit the request for a password change.

### **XII FINAL PROVISIONS**

These Guidelines are applied with the Agreement on the Providing Electronic and Mobile Banking Services to Legal Persons, the Agreement on Providing Electronic and Mobile banking Services to Entrepreneurs, the Agreement on Providing Electronic and Mobile Banking Services to Foreign Legal Persons - Non-Residents and/or the Application on using SMS services for legal persons and entrepreneurs. Together with the relevant agreement/application form, these Guidelines constitute an integral part of the Framework Agreement on Providing Payment Services to Legal Persons and Entrepreneurs and are available to the Customer on the Bank's website <http://www.kombank.com>.

