BOARD OF DIRECTORS

**GENERAL BUSINESS TERMS AND CONDITIONS FOR REMOTE**

**CONTRACTING WITH NATURAL PERSONS AT ALTA BANKA A.D. BEOGRAD**

In application as of February 01, 2024

Belgrade, December 2023

Pursuant to Article 73, Paragraph 1, Item 5 of the Law on Banks (Official Gazette of the Republic of Serbia, Nos. 107/2005, 91/2010 and 14/2015) and Article 26, Paragraph 1, Item 5 of the Corporate By-Laws of ALTA bank a.d. Beograd (hereinafter: Bank), the Board of the Directors of the Bank has at a session held on December 27, 2023, adopted the following

**GENERAL BUSINESS TERMS AND CONDITIONS**

**FOR REMOTE CONTRACTING WITH NATURAL PERSONS**

# **INTRODUCTION**

These General Business Terms and Conditions for Remote Contracting with Natural Persons (hereinafter: General Business Terms for Remote Contracting ) define the business terms that the Bank applies to the users of its services - natural persons (hereinafter: User), when contracting financial services using remote communication means, as well as the conditions and method of exercising and protecting the rights of the User of the financial services when contracting financial services using remote means of communication.

Under User - natural person, in terms of these General Business Terms for Remote Contracting, is a natural person who uses or has used financial services on the basis of a remote contract or who approached the service provider in order to conclude that contract and use those services, and that natural person who uses these services, has used them or intends to use them for purposes that are not intended for his business or other commercial activity.

Everything that is not regulated by these General Business Terms for Remote Contracting, are subject to the provisions of the General Business Terms and Conditions for Natural Persons, Proprietors and Farmers of ALTA banka a.d. Beograd (hereinafter: General Terms).

The Law on the Protection of Financial Service Consumers in Distance Contracts(hereinafter: Law), applies to the protection of the Use in terms of these General Business Terms for Remote Contracting, and to everything that is not regulated by this Law, the provisions of regulations governing the protection of users of financial services, consumer protection, financial services that are the subject of remote contracts, operations of financial service providers, payment services, obligatory relations and personal data protection will be applied.

## **GENERAL TERMS**

**Remote contract** means a contract by which the Bank, as a financial service provider, warrants to provide financial services, that are the subject of the contract, to the User, and in connection with which the provision of information and the undertaking of other activities during the pre-contractual phase, *i.e.*, the conclusion of this contract, are carried out exclusively using one or more remote communication means, within the organized offer of providing these services;

The **financial services** provided by the Bank are loan granting services and other services which are banking services and payment services by their nature;

**Remote communication means** is any means that can be used for direct advertising, providing information during the pre-contractual phase, giving and/or accepting an offer, negotiating and concluding a contract without the simultaneous physical presence of the service provider and the User (*e.g.*, Internet, e-mail, post, telefax and telephone);

**Permanent data carrier** is any means that allows the User to save data intended for him, to access that data and to reproduce it in an unchanged form, for a period corresponding to the purpose of its storage (*e.g.*, paper, optical discs, flash drives, memory cards, computer hard disk, e-mail, text messages, *etc.*).

**One Time Password (OTP)** is a password that the User receives from the Bank, through a communication channel, and that can be used only once, for a limited time, after which it becomes invalid and cannot be used to re-identify the User, *i.e.*, to conclude a remote contract.

Terms and concepts that are defined in the General Terms, and are not otherwise defined in these General Business Terms for Remote Contracting have the meaning assigned to them by the General Terms.

# **ESTABLISHING A BUSINESS RELATIONSHIP WITH A USER**

In order to establish a remote business relationship, the User is required to secure technical prerequisites, which include the existence of a stable Internet connection and a computer with Internet access, a cellular phone or similar device for video and audio communication via the Internet, as well as the availability of a webcam with a resolution that enables the smooth implementation of the video identification process. The costs of providing technical prerequisites (Internet, devices to access the channel) are borne by the User.

In addition to the technical prerequisites from the previous paragraph, when establishing a long-remote business relationship, the User is required to be in a room with adequate lighting, without noise and clamor, in order for the authenticity of the User's personal document or identity to be identifiable, *i.e.*, so that the User's voice can be clearly heard.

When establishing a new or expanding a business relationship with a User, the Bank may carry out actions and measures aimed at knowing and monitoring the customer, by implementing a video identification process in accordance with valid regulations governing the prevention of money laundering and terrorism financing, as well as a valid decision on the conditions and methods of determining and verification of the identity of a natural person using electronic communication means (hereinafter: Decision).

Determining and verifying the party's identity using the video identification procedure is not possible for persons who, based on an analysis of the risk of money laundering and terrorism financing, the Bank previously classified as high risk of money laundering and terrorism financing, or who comes from a country that has strategic deficiencies in the prevention system for money laundering and terrorism financing.

Prior to the start of video identification, the Bank employee informs the User about the obligation to obtain consent and obtains express consent to the entire video identification procedure, and especially to the recording of images and sound and the storage of video and sound recordings in accordance with applicable regulations (consent must be recorded).

It is mandatory to confirm the party's identity during video identification using a one-time password (OTP), which the User receives by text message to the provided phone number or by e-mail.

The Bank has the right to terminate the video identification procedure in the event that the necessary conditions for video identification, prescribed by the Decision and the Bank's internal acts, have not been met.

## **PRE-CONTRACTUAL PHASE**

Before concluding a remote contract, the Bank is required to provide the User with information about the Bank as a service provider, the financial service, the remote contract, and the method of resolving disputes, in accordance with the Law.

## **2.1.1 SUBMISSION OF INFORMATION DURING THE PRE-CONTRACTUAL PHASE**

Information from paragraph 1, item 2.1 must be clear, easy to understand and suitable for remote communication means, and the Bank is required to clearly emphasize their business purpose. The Bank is required to act conscientiously, with the care of a good businessman and in accordance with good business practices and, in particular, not to mislead the User, with this information at any time, regarding the provision of financial services.

The Bank will act with care appropriate to the need to adequately protect the rights and interests of these faces, when performing the obligations from this item, when information is provided to the representative of a legally incapacitated person for the purpose of concluding a remote contract, in the name and on behalf of the legally incapacitated person. The Bank is required to ensure that the content of the remote contract concluded with the User corresponds to the information provided to that User.

### **Information on the Bank**

Information about the Bank as a service provider, which the Bank delivers to the User, includes:

* business name and address of the Bank's headquarters, as well as any other address at which the User can contact the Bank in connection with the remote contract, including an email address;
* activity;
* data on the register in which the Bank is registered, company registration number and tax identification number, *i.e.*, registration number or other appropriate identification from that register;
* the name of the authority that issued the license for the performance of the Bank's activities, *i.e.*, which supervises the performance of the Bank's activities.

### **Information on financial services**

Information on financial services includes:

* description of the basic characteristics of the financial service;
* the total fee that the User should pay for the service, *i.e.*, the elements on the basis of which the User can calculate the total fee;
* a warning about the possibility of other fees, costs, taxes and fees related to the contract payable by the User;
* validity period of the offer or information;
* method of payment and fulfillment of obligations in connection with the contract;
* information on additional costs that may arise due to the use of a certain remote communication means, payable by the User.

### **Information on a remote contract**

Information on a remote contract includes:

* information on the User's right to withdraw from a remote contract in accordance with the Law and on the term and conditions for exercising that right, including the legal consequences of withdrawing from the contract, instructions on how to exercise this right, information on the address to which the User submits the withdrawal declaration, as well as the consequences that occur if the User does not exercise the right to withdraw, *i.e.*, the information that there is no right to withdraw from a remote contract;
* the duration of a remote contract, if the subject of the remote contract is the permanent or occasional provision of financial services;
* information on the right of the contracting parties to unilaterally terminate or cancel the remote contract before the expiration of its term, as well as about the potential obligation, in that case, for the payment of fines, fees and other costs;
* information on regulations that apply to the remote contract and/or on the jurisdiction of the court to resolve disputes from that contract;
* instructions on the procedure and method of concluding remote contracts;
* information about the language in which the remote contract can be concluded.

### **Information on the manner of resolving disputes**

Information on the manner of resolving disputes includes:

* information about the User's right to submit a complaint, *i.e.*, a complaint to the Bank and/or the relevant body, whether the possibility of an out-of-court dispute resolution has been prescribed, as well as the manner and conditions of submitting a complaint, *i.e.*, complaint and out-of-court dispute resolution;
* information on whether a fund, or other organized way of securing the obligations of the service provider towards the User in connection with the provision of financial services, has been established.

Information on the method of dispute resolution includes information on the User's right to submit a complaint to the Bank, *i.e.*, the National Bank of Serbia, as well as the possibility of out-of-court dispute resolution, the manner and conditions for submitting a complaint and out-of-court dispute resolution.

In case of remote contracts, the User has the right to file a complaint using the remote communication means used to conclude the contract to which the complaint relates. Exceptionally, a complaint can be submitted verbally by telephone, only if the contract to which the complaint relates was concluded using this remote communication means.

### **Information governed by other regulations**

The Bank is required to simultaneously provide the User with other information in accordance with the provisions of special regulations. If the subject of the remote contract is payment services, the Bank, as a provider of payment services, provides appropriate information in accordance with the provisions of the current regulations regulating payment services, which govern the provision of information during the pre-contractual phase of the framework agreement on payment services and the contract on one-time payment transactions.

### **Information in voice communication**

If the Bank intends to communicate information verbally during the pre-contractual phase, during the conversation using a remote communication means (*e.g.*, landline or cellular phone and Internet telephony), the person making the call on behalf of the Bank must clearly state the business name of the Bank and the business purpose of that call, at the beginning of this conversation. If the User expressly consents to the conversation, the person making the call on behalf of the Bank is required to inform the User of his identity and the nature of his relationship with the service provider, as well as to inform him of all the information to which the User is entitled according to the Law.

If the regulations establish the Bank's obligation to provide the User with information during the pre-contractual phase, in written form on paper or on another permanent data carrier, providing that information during the conversation does not exclude this obligation.

### **Providing information on paper or another permanent data carrier**

The Bank is required to deliver the proposed text of the remote contract, and all prescribed information, to the User within a reasonable period of time, before concluding the contract, in writing, on paper, by e-mail or on another permanent data carrier available to the User.

If the remote contract is concluded, at the User's request, using a means of remote communication that does not allow for the delivery of the text of the contract and information in the manner and within the deadlines established during the previous paragraph, the Bank is required to deliver this text and this information to the User immediately after the conclusion of the contract.

For the term of the contractual relationship, the User has the right to demand from the service provider that a copy of the concluded remote contract be delivered to him in paper form, without delay.

For the term of the contractual relationship, the User may change the remote communication means if this is not incompatible with the concluded remote contract or the nature of the financial service that is the subject of that contract.

## **CONCLUSION OF A REMOTE CONTRACT**

The business relationship between the User and the Bank is established by concluding a contract. Remote contracting implies that the contracting, signing and pre-contractual phase has been completed entirely using remote communication means, without the Client's physical presence in the Bank.

The Bank is required to act with due care in business relations, in accordance with valid regulations, internal acts of the Bank and good business practices.

The remote contract between the User and the Bank is concluded in writing. The remote contract must contain all the elements foreseen by applicable regulations that define the protection of users of financial services, *i.e.*, payment services, depending on the type of product for which the contract is being concluded.

When concluding a remote loan agreement, the Bank is required, in addition to the loan agreement, to hand over to the User the obligatory elements of the agreement and the loan repayment plan.

The User consents to the conclusion of a remote contract using at least two elements for confirming the user's identity (two-factor authentication), namely:

* the password sent to the User's email, with which the User is authenticated when accessing the platform for submitting requests;
* cellular phone number to which the User receives the OTP, as another factor of verification and confirmation that he has received and read the entire documentation presented on the platform, agreed with the entire documentation presented and signed the available documentation by entering the one-time password.

The remote contract is signed in accordance with the Law on Electronic Document, Electronic Identification and Trust Services in Electronic Business, as well as the Law.

The remote contract from the previous paragraph, in the value of up to RSD 600,000, can be concluded by the User without using his qualified electronic signature, if he has given his consent to the conclusion of the contract by using at least two elements to confirm the user's identity (authentication) or by using electronic identification schemes with a high level of reliability, in accordance with the law regulating electronic document, electronic identification and trusted services in electronic business and the regulation of the National Bank of Serbia regulating the minimum standards of management of the financial institution's information system.

The remote contract is signed electronically by the Bank signing this contract with a qualified electronic signature, while the User of the contract signs the documentation with an OTP delivered via a text message, to the phone number or email address provided to the Bank.

By entering and confirming the entry of an OTP, it is considered that the User and the Bank have concluded a contract at a remote.

The contractual documentation (loan agreement, loan repayment plan and mandatory contract elements, *i.e.*, other documentation depending on the type of the remote contract) will be sent to the client's email address after electronic signature. The remote contract will be concluded in the Serbian language. For the term of the contractual relationship, communication between the client and the Bank will be carried out in the Serbian language.

If, after the signing of the contractual documentation by the User, subsequent checks determine that the User does not meet the conditions for establishing a business relationship, the business relationship will not be established.

## **PERSONAL DATA PROTECTION**

The Bank, in accordance with the regulations governing the protection of personal data, banking operations, prevention of money laundering and terrorism financing, and other valid regulations, processes and uses the personal data of Clients during the contracting of a remote contract.

The Bank processes the User's personal data in accordance with the provisions of valid proposals regulating the protection of personal data and the Bank's internal acts.

Personal data is collected for the purpose of preparing and executing the contractual relationship between the User and the Bank, and it can also be used to process personal data for marketing purposes, in the case where the User has given explicit consent. The User can inform the Bank in writing that he does not want his data to be used for marketing purposes, and the Bank will stop processing the User's data for those purposes after receiving the notification.

The Bank will provide all relevant information related to the collection and processing of personal data to Users of financial services when contracting financial services using remote communication means, in document "General information on the processing of personal data" available on the Bank's website and within the Bank's business premises, as well as on the platform through which an online request for a specific banking product is submitted, whereby this document is delivered to the User during the pre-contractual phase.

## **RIGHT TO OBJECT**

In the business premises where it offers services to Users and on the Internet presentation, the Bank has enabled Users to submit complaints, *i.e.*, the possibility for the User or the provider of collateral to become familiar with the method of submitting a complaint and the manner of handling the complaint.

The User may, within three years from the day when an action was taken which, in the User's opinion, violated his right or legal interest, submit a complaint in writing at the Bank's premises, by post, via e-mail to the address prigovori@altabanka.rs, as well as electronically, on a predefined form posted on the Bank's website.

The Client has the right to object to the work of the Bank if he believes that it does not comply with the provisions of the law, general terms and conditions, good business practices and contractual obligations.

The complaint should contain the data of the Client from which his identity and relationship with the Bank can be undoubtedly determined, as well as the reasons for submitting the complaint.

The Bank is required to provide the complainant with a clear and comprehensible response to the complaint, in writing and no later than 15 days from the day of receipt of the complaint and, in that response, it is required to inform the complainant of his right to file a complaint with the National Bank of Serbia.

The Bank does not charge the Client a fee, or any other related costs for handling the complaint. The complaint should contain the User's personal data, necessary for his identification and the reasons for submitting the complaint.

If the complainant is not satisfied with a response or the response has not been delivered to him within the stipulated period of time, the complainant may, before initiating a court case, submit a written complaint to the National Bank of Serbia, if he believes that the Bank does not comply with the provisions of the Law on the Protection of Users of Financial Services, the Law on the Protection of Financial Service Consumers in Distance Contracts, other regulations governing these services, general business conditions or good business practices related to those services or obligations from the contract concluded with the User, *i.e.*, the complainant.

In the case from the previous paragraph, the User has the right to submit a complaint to the National Bank of Serbia within 6 (six) months from the date of receipt of the response to the complaint, *i.e.*, from the expiration of the deadline for submitting the response.

## **THE USER'S RIGHT TO WITHDRAW FROM A REMOTE CONTRACT**

### **Withdrawal of the User from a remote contract**

The User has the right to withdraw from the remote contract within 14 days from the date of conclusion of the contract, without stating cause.

The User is required to submit the declaration of withdrawal from the remote contract to the service provider in writing, or on another permanent data carrier. The remote contract ceases to be valid at the moment when the Bank receives the declaration on termination.

### **Legal consequences of the User's withdrawal from a remote contract**

The user has the right to withdraw from the remote contract without the obligation to pay a separate fee (withdrawl fee) or compensation for any costs that the service provider may have incurred in connection with the conclusion of that contract.

If he withdraws from a remote contract in accordance with these General Business Terms for Remote Contracting, the User is not liable for any damage that the Bank may have suffered as a result, unless he withdrew from the contract with the intention of causing such damage.

The User is required to pay only a part of the total contracted fee, for the service that the Bank actually provided to him on the basis of a remote contract, until the moment of receipt of the declaration of withdrawal from the contract, whereby the amount cannot be greater than the amount that is proportionate to the total contracted fee for the volume of services already provided in relation to the total volume of contracted services, nor can it be such that it can be considered a penalty or other type of compensation for cancellation.

The Bank cannot demand from the User the amount determined on the basis of these General Business Terms for Remote Contracting, in the following cases:

* if he does not have proof that the User, in accordance with the article, was duly informed about the consequences of withdrawal from the remote contract, including the payment of this amount;
* if, without the User's consent, it has begun to perform its contractual obligations before the expiry of the withdrawal period.

The Bank is required to, without delay and no later than within 30 days from the date of receipt of the declaration of withdrawal - return to the User the amount of funds received from him on the basis of the remote contract, less a part of the total contracted fee for the service that the Bank actually provided on the basis of a remote contract until the moment of receipt of the declaration of withdrawal from the contract.

The User is required to, without delay and no later than within 30 days from the date of sending the declaration of withdrawal - return to the Bank the amount of funds received from it based on the remote contract.

### **Effect of termination of remote contracts on other related contracts**

If the User withdraws from a remote contract in accordance with these General Business Terms for Remote Contracting, any other related remote contract concluded by the User with the Bank, or a third party, based on a remote contract that he has withdrawn from or in connection with that contract.

### **Execution of a remote contract before the expiration of the withdrawal period**

The performance of a remote contract may begin before the expiry of the withdrawal period only if the User expressly requests it. The Bank cannot demand the fulfillment of the User's obligation based on the remote contract before the expiry of the withdrawal period.

## **OTHER USER RIGHTS DURING REMOTE CONTRACTING**

### **Financial services that the User did not request**

The Bank will not provide financial services that the User did not request, *i.e.*, in connection with which he did not conclude a contract based on which he has an obligation towards the Bank.

The provision of financial services that the User did not request does not produce a legal effect towards the User, nor can the User have any obligation towards the service provider on that basis.

It is not considered that the User has accepted the service provider's offer if he has not responded to it within a certain period of time. If the Bank has offered, *i.e.*, proposed amendments and/or supplements to the contract it has already concluded with the User, it can be agreed that the User will be considered to have agreed with this offer, *i.e.*, this proposal, even if he has not responded within a certain period, if the possibility of such amendments and/or supplements to the contract are established by law.

The Bank and the User have the right to agree on a tacit extension of the validity of the contract, if the possibility of a tacit extension of the validity of the contract on a specific financial service has been established by applicable regulations.

### **Communication with the User**

The Bank may use the following remote communication means, only with the User’s prior consent for their use:

* automated calling systems that operate without human intervention (*e.g.*, an automated calling device or automated email sending);
* fax machines (telefax).

remote communication means that enable individual communication with the User, except for the means mentioned in the previous paragraph, can only be used if the User has given prior consent to their use or has not expressly opposed to their use, whereby, if communication by electronic mail is contracted with the User, the same should be considered as the primary form of communication.

Remote communication means cannot be used in a way that causes additional costs for the User.

### **The right to terminate a remote contract**

If the Bank has not acted in accordance with the General Business Terms for Remote Contracting, the User can unilaterally terminate the remote contract at any time, without paying any costs, fees or fines, and in that case the Bank has no right to compensation for damages due to the termination of the contract on the remote.

In addition to the above, the User and the Bank may terminate the remote contract for the reasons and in the manner provided for by the applicable regulations governing the above matter and the remote contract concluded between the User and the Bank.

### **Burden of proof**

In the event of a dispute, the Bank bears the burden of proving that it has provided the User with information and that it has fulfilled other obligations in accordance with applicable regulations and on vim the General Business Terms for Remote Contracting, as well as that the User has given his consent to the conclusion of the Agreement.

### **The mandatory nature of the provisions of the Law on the Protection of Users of Financial Services in Remote Contracting**

The User cannot waive the rights established by the Law.

If the law of the country that has been chosen as the authority for a remote contract with a foreign element provides the User with less protection than the protection provided by the provisions of the Law, the provisions of the Law shall apply to the protection of the User.

### **Obligations of third parties acting on behalf of the service provider**

Obligations established by the Law also apply to the person through whom the Bank provides financial services, the person to whom the Bank has entrusted the provision of those services, that is, the person who undertakes certain actions in connection with a remote contract on the basis of business relations established with the Bank.

##  **USER OBLIGATIONS**

The User is required to use the Bank's services in accordance with the Law, other regulations that regulate the subject matter, as well as the General Terms and the General Business Terms for Remote Contracting.

In order to protect their data and secure business through electronic and mobile banking, the User is required to:

* means of identification, authorization and/or signature is used in such a way as to preserve its secrecy, *i.e.*, not to write down, disclose or make available to third parties the username, password;
* immediately and without exception inform the Bank about the unauthorized use of means for identification, authorization and/or signature, as well as about all other forms of abuse of identification means, authorization and/or signature or electronic and mobile banking services, as well as about any use of the same that is not defined or in accordance with these General Business Terms for Remote Contracting.

The User accepts full liability for all obligations arising from the use of means of identification, authorization and/or signature.

The User is required to confirm the accuracy of the data available to the Bank, *i.e.*, to report a change to all personal and contact data in the Bank's organizational unit, in case the data is outdated.

The User warrants:

* to ensure access control of the devices from which he uses the electronic and mobile banking service;
* to behave responsibly and sensibly on the Internet in the sense that he will not open e-mails with unknown links or malicious programs and allow the device from which he accesses the electronic and mobile banking service to become infected with a malicious program that can cause financial damage to the User;
* that they will implement security protection measures on the devices that access electronic and mobile banking services;
* that they will use programs to protect against malicious programs and access electronic and mobile banking services exclusively from devices that do not contain programs of a malicious nature;
* that they will regularly monitor the Bank's Internet presentation, and especially the Bank's notifications regarding the electronic and mobile banking service, and respond adequately.

In case of failure to comply with obligations, as well as in case of violation of the provisions of these General Business Terms for Remote Contracting, it will be considered that the User acted with extreme carelessness and will bear any damage caused due to such behavior, in full amount.

The interpretation of the contract and other legal relations between the Bank and the User will be carried out by applying the law and other applicable regulations of the Republic of Serbia, unless agreed otherwise.

The substantive and procedural law of the Republic of Serbia shall be applied to the resolution of contested issues between the Bank and the User, unless agreed otherwise.

Any disputes between the Bank and the User shall be settled by the court as defined by applicable regulations.

## **CLOSING PROVISIONS**

The Bank displays the General Business Terms for Remote Contracting in a prominent place within the business premises where it offers services and on [www.altabanka.rs](http://www.altabanka.rs), no later than 15 days before the day of their application, in order to enable Users to familiarize themselves with the content.

These General Business Terms for Remote Contracting shall enter into force on the day of their adoption by the Bank's Board of Directors and shall be applied as of February 1, 2024.