

General Terms and Conditions for the Use of Electronic Banking Services for Natural and Legal Persons

I SCOPE OF APPLICATION

The general terms and conditions for the use of electronic banking services for natural and legal persons of Universal Capital Bank AD Podgorica shall be applied in relations between the User of electronic banking payment services (hereinafter: the User of Electronic Banking Payment Services) and Universal Capital Bank AD (hereinafter: the Bank), when using electronic banking services (hereinafter: E-bank services), for which the User of Electronic Banking Payment Services opted for by filling out and signing the Application Form.

Electronic banking means the process of performing banking transactions using telecommunication networks. This term indicates a service of the Bank consisting of internet banking services - E-banking, and SMS and E-mail service.

II MEANING OF TERMS

User of electronic banking payment services – means a legal or natural person who has an account with the Bank and uses one or more electronic banking services.

E-banking – means internet banking service (application) that, through a web application, enables the use of domestic payment operations services, currency exchange operations, review of products and services that Users have with the Bank, as well as additional information related to products and services from the Bank offer.

WEB Banking – means an electronic banking service (application) that is adapted to work with mobile devices and that enables the use of domestic payment operations services, currency exchange operations, review of products and services that Users have with the Bank, as well as additional information related to products and services from the Bank offer.

SMS and E-mail service – means a service that enables the User of electronic banking payment services to get information about the changes to the transaction account via SMS and/or e-mail channels.

Application Form – means a request in the prescribed format for activation of e-banking, m-banking and SMS and E-mail services.

Office Banking – means a specialised Windows application installed on the computer of the User of Electronic Banking Payment Services and enables account access and execution of transactions. The application is intended for legal persons.

Digital Certificate – means electronic identification of participants in the network.

PIN Mailer for Legal Persons – means data used to activate the use of E-banking services for legal persons. It consists of two envelopes, one envelope contains the PIN and PUK code, while the other contains the activation code.

OTP Code – means a code (6-digit number) that the User of electronic banking payment services receives through the communication channel and which is time-limited to 24 hours during installation and 30 seconds during activation, after which it becomes invalid.

M-TOKEN for Natural and Legal Persons – means a software application that can be installed on a mobile phone or another device and serves to generate a one-time password to identify the User of electronic banking payment services. During the use, the User of Electronic Banking Payment Services will be asked for personal identification by entering previously defined PIN or biometrics that can unlock a mobile token instead of a PIN. This is the manner of the use of this functionality because it is supported by the platforms themselves (iOS and Android). In this way, the application allows the use of a mobile phone or another device instead of a token.

In addition to these General Terms and Conditions, the Bank shall apply its internal acts to relations with Users of Electronic Banking Payment Services, which, in accordance with positive legal regulations, govern the operations and policies of the Bank in more detail, and which serve to implement the General Terms and Conditions.

In case of mutual inconsistency between the provisions of the concluded agreement, the General Terms and Conditions and the Bank's acts, the provisions of the agreement shall be superior, and then the provisions of the General Terms and Conditions, and then the provisions determined by other acts of the Bank which define this area of business in more detail.

The Bank shall display the General Terms and Conditions at a prominent place in the Bank's branches and counters and on the Bank's website immediately after adoption. By displaying the General Terms and Conditions in an above-stated manner, it is considered that the same is available to the User of Electronic Banking Payment Services and that he/she is familiar with them.

At the request of the User of Electronic Banking Payment Services, the Bank shall additionally acquaint the User of Electronic Banking Payment Services with the General Terms and Conditions by providing him/her with relevant explanations and instructions regarding the application of the General Terms and Conditions.

The Bank, based on the evaluation of the competent services and the decisions of its bodies, decides on the selection of the User of Electronic Banking Payment Services with whom it will enter into a business relationship, which implies the discretionary right of the Bank to refuse the conclusion of the agreement, i.e. the provision of the service of the User of electronic banking payment services.

The Bank, based on the assessment of competent units of the Bank and decisions of its bodies, shall select the User of Electronic Banking Payment Services with which it will establish business

relations, which includes the discretionary right of the Bank to refuse to conclude the agreement and/or provide services to the User of electronic banking payment services.

All individual agreements concluded between the User of electronic banking payment services and the Bank shall contain a clause that the User of electronic banking payment services is fully acquainted with and accepts the General Terms and Conditions.

The Bank shall reserve the right to amend these General Terms and Conditions in accordance with its business policy and legal regulations.

General data about the Bank

Name	Universal Capital Bank AD Podgorica
Headquarters	Podgorica, Stanka Dragojevića bb
TIN	02684462
Registration no. CRPS	4-0008441
Phone no.	+382 020 481 481 ;
Web address	https://ucbank.me/
Licence	Decision of the Central Bank of Montenegro No. 0101-2933/3-2 dated 12 July 2007

III USERS

Users of Electronic Banking Payment Services may be domestic and foreign natural and legal persons who have an open account(s) with the Bank and meet technical and technological conditions.

To use electronic banking services, the User of Electronic Banking Payment Services must have the following:

- an active email address;
- the Internet access;
- an adequate mobile device able to support the M-token application;
- a computer with administrator privileges.

The Bank shall provide electronic banking services based on the requests, application form and agreements concluded with the User of Electronic Banking Payment Services.

The User of Electronic Banking Payment Services shall be provided with User instructions - documents with technical explanations for the use of each service.

The Bank's electronic banking shall enable the User of electronic banking payment services the following:

- domestic and international payment transactions through WEB Banking and Office Desktop applications - in online and offline mode;

- review of account balance and turnover via WEB Banking and Office Desktop applications - in online and offline mode; - information via SMS and/or E-mail.

The User of Electronic Banking Payment Services shall authorise the Bank to dispose of all his/her accounts in the Bank for all payments arising from the use of this service, as well as for the amount of fees and expenses arising in connection with the same, without issuing individual orders and all in accordance with the Law.

ELECTRONIC BANKING SERVICES

Services for natural persons

SMS and E-mail service – The Bank shall offer to the User of Electronic Banking Payment Services the following types of services:

- all types of notifications about changes in the account (inflows and outflows per account);

E-banking service - the Bank shall provide the User of Electronic Banking Payment Services with the following services through the Web application:

- Statement of account and accounts transactions (transaction accounts, payment cards, loans, savings accounts);
- Transfer of funds between bank accounts, settlement of credit card and loan obligations;
- Default account customer payment;
- Payment and transfer of funds to the accounts of all banks in the country;
- Exchange services;
- Setting up standing orders for payment.

The E-banking service offers the option of choosing between the Web service (inspection of accounts) and the Web service -mToken (possibility of making transfers from the account).

The User of Electronic Banking Payment Services can supplement the existing e-banking services by signing a supplement application form for an additional account.

The User of Electronic Banking Payment Services, by signing the Application Form and the agreement, shall irrevocably and absolutely accept that his/her identity is confirmed and the transaction shall be considered authorised exclusively with the cumulative use of the following authorisation elements:

- Username that the User of Electronic Banking Payment Services receives from the Bank via e-mail;
- PIN (code) created by the User of Electronic Banking Payment Services during the first login to the Web application, after entering the activation code received from the Bank;
- M-token one-time password;

Services for natural persons

SMS and E-mail service – The Bank shall offer the following types of services to the User of Electronic Banking Payment Services:

- all types of SMS and/or e-mail notifications about the statement of account and changes on the transaction account (inflows and outflows per account) as well as notifications about statements at the end of each working day.

The Office Banking application shall enable:

- work in offline mode, i.e. using the application without a constant internet connection. All data shall be recorded in the application's local database, and if necessary, a connection with the Bank shall be established via the Internet to synchronize the data. Orders shall be sent to the Bank via synchronisation, statements and data on the statement of account and daily changes in the accounts shall be downloaded. Downloaded data shall be stored in a local database and may be further used in offline mode;
- importing data (orders) into the application and exporting data (orders and statements) from the application;
- work in online mode - requires constant internet access.

The Bank shall provide the Office Banking users the following types of services:

- Information on accounts in domestic and foreign payment transactions (available balance, balance on the last statement, reserved funds);
- Carrying out transactions on accounts within the bank or accounts of other banks;
- Insight into foreign exchange inflows;
- Defining templates for orders.
- Conducting transactions in international payment transactions.

The Bank shall provide electronic banking services for legal persons based on a signed copy of the identification document of the authorised person of the company, an application form for organisations and a certified Agreement by the authorised person of the company (executive director). For the Office Banking service, the User of Electronic Banking Payment Services shall additionally submit a request to the Bank for the issuance of a digital certificate.

By signing the Application Form and the Agreement, the User of Electronic Banking Payment Services of the Office banking service shall irrevocably and absolutely accept that his/her identity is confirmed and the transaction is considered authorised exclusively with the use of the following authorisation element:

- Digital certificate that serves as electronic identification;
- PIN Mailer, which contains the PIN and PUK code.

IV OBLIGATIONS OF THE BANK

The Bank shall not be liable in the event that the User of Electronic Banking Payment Services cannot use the service due to interference in telecommunication channels as well as other circumstances beyond the Bank's control.

The Bank shall reserve the right to change the scope and content of individual electronic banking services, about which the User of Electronic Banking Payment Services shall be informed via the Bank's website.

The Bank shall not be liable if the order is rejected in the payment operations.

The Bank shall have the right to deny the possibility of using the services, partially or in full if the User of electronic banking payment services does not comply with the contractual provisions.

The Bank may terminate the agreement even without observing the notice period in the event of insolvency, blockade of the account of the User of electronic banking payment services, as well as in the event that the User of Electronic Banking Payment Services does not comply with the provisions of the agreement and the General Terms and Conditions.

The Bank may refuse to execute a payment transaction or terminate the agreement based on the decision of the competent authority, based on regulations on the prevention of money laundering and financing of terrorism or other special regulations.

V OBLIGATIONS OF USER OF ELECTRONIC BANKING PAYMENT SERVICES

The User of Electronic Banking Payment Services shall monitor the financial transaction result made through one of the electronic banking services.

In order to perform transactions, the User of Electronic Banking Payment Services must provide appropriate technical and technological equipment, use it in the manner prescribed by the User Instructions and protect it from unauthorised use.

The User of Electronic Banking Payment Services shall keep the confidentiality of all passwords used and not allow their misuse, and the User of Electronic Banking Payment Services shall bear the responsibility for the damage caused by non-compliance with these provisions.

If the User of Electronic Banking Payment Services loses the certificate or data storage device where the certificate is located, or if the certificate cannot be used due to technical reasons, the User of Electronic Banking Payment Services shall immediately inform the Bank in person and demand the withdrawal of access.

The User of Electronic Banking Payment Services shall install on his/her computer the latest version of the operating system, an updated version of the anti-virus protection programme, as well as the security program for data and computer protection, compatible with the Bank's system.

The User of Electronic Banking Payment Services - a legal person may request the termination of authorisation for one or more Users of electronic banking payment services, the blocking of one or more accounts for work or a complete termination of the use of electronic banking services.

The User of Electronic Banking Payment Services shall provide appropriate accompanying documentation when transferring to a third party and clearly state the basis of the transfer for the purpose of payment.

VI PAYMENT ORDER

The electronic banking service is enabled within the E-banking system, whereby the orders are implemented in the manner prescribed by the positive regulations and acts of the Bank that regulate the payment transaction at the time of making the payment.

The Bank shall not be liable in the event when the order is rejected in the payment system due to the error of the User of Electronic Banking Payment Services, nor shall be liable for the execution of improperly filled orders. Given the automatic execution of authorised orders, the User of electronic banking payment services shall be liable in connection with electronically signed orders.

VII CONTRACTING

By signing the Application Form, the User of Electronic Banking Payment Services, and e-bank services shall accept the application of the General Terms and Conditions of Use of Electronic Banking Services and the valid acts of the Bank. The General Terms and Conditions for Using the Services are an integral part of the Application Form and have the character of an agreement. The client is aware of and agrees that the Bank process his/her personal data to take actions that precede the conclusion of the Agreement and actions in the process of meeting contractual obligations, in accordance with the Personal Data Protection Law.

VIII FEE

The Bank shall charge fees for the use of E-banking services for natural and legal persons by debiting the account of the User of Electronic Banking Payment Services in line with the Bank's applicable tariff. If there are no sufficient funds in the account of the User of Electronic Banking Payment Services to collect the calculated fee, the Bank has the right to charge default interest for the period of delay. By signing the Application Form, the Account Holder shall authorise the Bank to calculate and collect fees from his/her account for his account and on his/her behalf. All fees for using electronic banking services shall be charged in line with the Bank's Fees Policy. The Bank shall reserve the right to change the prices of services and fees in accordance with changes in the Bank's fee policy, and it shall notify the User of Electronic Banking Payment Services about the changes at least two months before the changes are applied.

IX SCOPE OF SERVICES

The User of Electronic Banking Payment Services shall have the right to use all the mentioned e-bank services available to him/her with the appropriate package.

X SECURITY

To provide the security of transactions, the User of Electronic Banking Payment shall be, depending on access, protected by a username and password and/or M-token, i.e. one-time password (OTP) and/or PIN. The User of Electronic Banking Payment Services shall keep all passwords he/she uses confidential. The User of Electronic Banking Payment Services shall be liable for any damage caused by non-compliance with these provisions.

XI PAYMENT ORDER

The Bank shall execute orders for payment and transfer of funds of the User of Electronic Banking Payment Services in accordance with regulations, up to the amount of available funds in the account, including any authorised overdraft. The Bank shall not be liable in the event of non-execution of an order caused by a mistake of the User of Electronic Banking Payment Services.

XII DISPOSAL OF FUNDS

The User of Electronic Banking Payment Services shall dispose of his/her accounts with the Bank up to the amount of available funds in the account. The Bank shall not be liable in the event of misuse of the user name and password of the User of Electronic Banking Payment Services by a third party. The Bank shall not be liable if the User of Electronic Banking Payment Services is unable to use e-bank services due to interference in telecommunication channels, as well as due to other circumstances beyond the Bank's control. The User of Electronic Banking Payment Services shall bear all the consequences and costs arising in case of non-compliance with these General Terms and Conditions of Use of electronic banking services.

XIII BLOCKADE

In the event the Bank suspects that there is abuse, it shall have the right to temporarily block the provision of e-banking services to the User of Electronic Banking Payment Services and inform him/her of this. The Bank shall have the right to suspend the provision of all e-banking services to the User of Electronic Banking Payment Services if the User of Electronic Banking Payment Services does not comply with the General Terms and Conditions and other acts of the Bank. The User of Electronic Banking Payment Services may request a temporary suspension of certain e-banking services by submitting a written request in any branch of the Bank.

XIV TERMINATION OF SERVICES

The User of Electronic Banking Payment Services may terminate the agreement even before the expiration of the term for which it was concluded based on a written request, with observance of the termination period and on the condition that he/she has settled all obligations with the Bank.

The User of Electronic Banking Payment Services shall notify the Bank in a timely manner by submitting a written request for termination of electronic banking services.

The Bank may cancel electronic banking services when the User of Electronic Banking Payment Services does not comply with the provisions of the agreement, due to the inability of the User of Electronic Banking Payment Services to settle obligations and in the event of account liquidation, as well as in the event when, according to the Bank's assessment, the use of services by the User of Electronic Banking Payment Services represents a security threat or endangers the Bank's operations.

XV NOTICES AND COMPLAINTS

The Bank shall inform the User of Electronic Banking Payment Services about all changes in the account via a statement. The Bank shall deliver the statement in line with the established dynamics and in the manner agreed upon by the User of Electronic Banking Payment Services. The statement shall contain data on the payments made and serves as evidence in the event of a complaint of the User of electronic banking payment services. The User of Electronic Banking Payment Services shall check the accuracy of the data on the statement and if he/she finds a discrepancy he/she shall submit a complaint to the Bank as soon as possible and no later than 8 days from the day of receipt of the statement.

XVI DISPUTE RESOLUTION AND GOVERNING LAW/JURISDICTION

Any dispute that may arise out of the concluded agreements or business relationship, the Bank and the User of Electronic Banking Payment Services shall, first of all, attempt to settle amicably and by mutual agreement.

It shall be considered that a dispute exists when one party notifies the other in writing that a dispute exists and indicates the disputed facts or circumstances.

The disputing parties shall proceed to resolve the dispute within eight (8) days from the date of receipt of notification that the dispute exists, and if they do not reach an amicable solution within 30 (thirty) days from the date of receipt of such notification, the court shall be in charge of resolving the dispute.

Unless otherwise expressly agreed in writing, the laws of the state of Montenegro shall be considered governing for regulating the relationship between the Bank and the User of Electronic Banking Payment Services.

The Bank's business premises where the accounts of the User of Electronic Banking Payment Services are kept shall be considered the place of execution of contractual obligations.

International rules and customs shall also be governing for regulating the business relationship between the Bank and the User of Electronic Banking Payment Services to the extent that such rules and customs are binding for the Bank or generally accepted by the international business community.

Unless otherwise expressly agreed in writing, any dispute arising in connection with the business relationship between the Bank and the User of Electronic Banking Payment Services shall be resolved before the competent court in Montenegro or another competent authority.

However, the Bank shall reserve the discretionary right to initiate appropriate legal proceedings against the User of Electronic Banking Payment Services before any other competent court.

XVII TRANSITIONAL PROVISIONS

The Bank shall reserve the right to amend the General Terms of Use. In case of amendments, the Bank shall publish the General Terms and Conditions on its website. The Bank shall apply the amended General Terms and Conditions 15 (fifteen) days from the date of display on its website.

XVIII FINAL PROVISIONS

The General Terms and Conditions of electronic banking shall come to force as of 1 July 2022.



Any exception to the application of the provisions of these General Terms and Conditions may be applied only if the appropriate amendment has been previously mutually agreed between the Bank and the User of Electronic Banking Payment Services in writing.

If any condition or provision of these General Terms and Conditions become legally void or unenforceable, the other terms and conditions remain in force, and the rights and obligations of the User of Electronic Banking Payment Services and the Bank shall be interpreted as if these General Terms and Conditions do not contain a legally void or unenforceable provision or condition.

UNIVERSAL CAPITAL BANK AD PODGORICA