

**KOMERCIJALNA BANKA AD**  
**SKOPJE No. \_\_\_\_\_**

## **AGREEMENT**

### **for use of Internet Bank services**

Concluded on \_\_\_\_\_, between:

- 1 Komercijalna Banka AD Skopje (hereinafter: the Bank), represented by  
\_\_\_\_\_, on the one side, and  
2 \_\_\_\_\_ (hereinafter: the Client), represented by  
\_\_\_\_\_.

### **General provisions**

#### **Article 1**

This Agreement shall regulate the mutual rights, obligations and responsibilities of the agreed parties arising from the use of the Internet Bank for the purpose of providing payment instruments / payment orders and other information in electronic form.

#### **Article 2**

The parties have agreed that all electronic messages and payment orders exchanged between the Bank and the Client, signed by valid digital certificate issued or accepted by the Bank, shall be considered valid and undisputable.

### **Use of Internet Bank services**

#### **Article 3**

The Internet Bank services such as: having insight in the account balance, changes in the statement of the account, having insight in the time deposit balance, as well as providing electronic payment orders, shall be available to the Client 24 hours a day, seven days in the week and Internet service for foreign exchange trading against Macedonian denars (MKD), is available for clients (residents-legal entities), within official trading session of internal Foreign exchange market of the bank (from 8:30am until 4:00pm) each official working day in a volume and manner defined by this Agreement, General Conditions of Komercijalna Banka AD Skopje on providing e-banking services (hereinafter: General Conditions), Bank's Business Policy acts and other documents being constituent part of this Agreement.

The electronic payment orders submitted through the Internet Banking shall be executed in accordance with the Terms Plan of the Bank applicable for the participants in the domestic payment operations and law regulations and internal acts for execution of international payment operations.

#### **Article 4**

Internet Bank services shall be available to the Client the first following working day upon completion of the required conditions prescribed by the General Conditions.

#### **Authorization for use of the Internet Bank services**

#### **Article 5**

The Bank shall enable use of the Internet Bank services to the individuals authorized by the Client to perform Internet Banking operations on its behalf and for its account and in accordance with their authorizations and rights defined by the Client.

The authorization for executing payments through the Internet Bank shall be provided by the Bank only to the individual having authorization by the Client to work with the assets on the Client's account and having valid digital certificate.

The Client may withdraw the authorization given to certain authorized person, upon written request submitted to the Bank, on the basis of which the Bank shall block the use of the respective services the authorizations had been withdrawn for.

#### **Protection measures, obligations and responsibilities**

#### **Article 6**

By the execution of this Agreement, the Client shall certify that it is aware of the content of the documents regulating the safety when using the Internet Bank services prescribed by the Bank and that it shall adhere thereto.

#### **Article 7**

The Client shall be obliged to notify all persons authorized for use of the Internet Bank services on the content, rights and obligations arising from this Agreement and the documentation being constituent part thereto, the General Conditions and the users' guidelines.

All transactions executed and messages sent by the authorized persons through the Internet Bank, under the authorizations provided by the Client, as well as any eventual loss arising therefrom, shall be under the responsibility and for the account of the Client.

The Bank shall neither guarantee nor undertake any responsibility for the hardware, software and any other means used by the Client in the operations through the Internet Bank.

The Bank shall undertake no responsibility for any eventual consequences arising from the unauthorized or unprofessional use of the equipment used by the Client.

The Bank shall undertake no responsibility for any problems in the telecommunication and any other services provided to the Client by any third parties.

#### **Article 9**

The Bank shall keep the right to make changes in the existing system and safety regulations related thereto.

#### **Sending, receipt and recording of the electronic messages and payment orders through the Internet Bank**

#### **Article 10**

The Parties have agreed that the electronic documents and electronic messages may not be denied as valid and as evidences because of their electronic form only, as well as that the electronic signature that can be verified by the digital certificate cause the same legal consequences in the domestic and / or payment operations as well as the hand signature.

#### **Article 11**

The Parties have agreed that the electronic signature shall be:

-uniquely connected with the signatory of the electronic order; -sufficient information for identification of the signatory of the electronic order; -realized using the means for generation of the electronic signature under the responsibility of the signatory of the electronic order; and -connected with the electronic orders it is related to, so that each additional amendment of the data can be detected.

#### **Article 12**

Electronic payment orders are executed on the way prescribed by the law regulations and acts of the Bank regulating the domestic and / or international payment operations, applicable at the time of execution of the payment.

Purchase/sale of foreign currency assets in denars is carried out in the manner prescribed by the law and by-laws of the Bank regulating this area, applicable at the moment of execution of the transaction.

For execution of the electronic payment orders the Client shall have funds available on the account with the Bank opened upon a concluded Agreement between the Client and the Bank, and for which the Bank shall provide services from the Internet Bank. The Client will be able to exercise payment through the Internet Bank only from those account for which it had previously submitted a request.

The Client shall be obliged, against regular inspection in the movements on the accounts, to follow and control the execution of transactions through the Internet Bank.

The Client shall be obliged to control the electronic orders filled in and shall be exclusively responsible for the accuracy and fairness of the data therein.

The Bank shall not bear any responsibility for orders rejected in the payment operation system due to a mistake of the Client.

The Bank shall not bear any responsibility for incorrectly filled in orders by the Client.

## **Indemnity**

### **Article 14**

The Client shall take full responsibility for the costs and damages of all authorized persons made on its behalf and for its account, and are in accordance with the previously given authorizations.

Each damage occurring due to deliberate or non-deliberate, non-prescribed use of services from the Internet Banking by the Client shall be on the account of the Client.

If the Client does not indemnify the Bank within 8 days from the date of receipt of the request for indemnification, the Client agrees that the Bank should create an order to debit its account for the amount of indemnification.

## **Data storage, protection and confidentiality**

### **Article 15**

The Client agrees that the Bank shall make screening and permanent storage of all its activities in using the Internet Bank.

The Bank shall keep the records in accordance with the law regulations and applicable legislation.

### **Article 16**

All the data referring to the Client and its activities in using the Internet Bank shall be kept in the database of the Bank safely. If necessary these data can be produced in hard copy or in electronic form.

### **Article 17**

The Bank shall be obliged to provide secrecy of the data for the Client and its activities and to prevent any misuse thereof. The data on operation through the Internet Bank shall be considered as business secret of the Bank and if necessary the Bank may disclose them exclusively to the Client or to the authorities, which are authorized by law to review them.

### **Article 18**

Both Parties are obliged to keep as confidential all the data, activities and circumstances for which they had been informed on in connection with realization of this Agreement, duration of the Agreement, as well as its termination or cancellation, except for the prescribed by the applicable regulations or otherwise agreed by the Parties.

### **Article 19**

The Bank is obliged to provide protection of the personal data for the Client and authorized persons in accordance with the law regulations. Personal data shall be used only for the needs of exercising the services through the Internet Bank, upon consent obtained from the subjects of personal data and in cases as provided by the law or law regulation.

## **Temporary termination or cancellation of services**

### **Article 20**

If the Bank has any doubt of existing misuse, it shall keep the right to block execution of some or of all services on the Internet Bank on a temporary or permanent basis, immediately notifying the Client thereof.

### **Article 21**

The Bank may have short breaks in providing services on the Internet Bank in cases when urgent activities are being undertaken for upgrading or maintenance of the information system, for which the Bank shall notify the Client on time.

The Bank reserves the right to make urgent and unscheduled interruptions of service in cases concerning the safety and general stability of the system.

### **Article 22**

The Bank shall not be responsible for the break of services and for the consequences from the occurred break, which is beyond control of the Bank,

### **Article 23**

The Bank shall keep the right to block execution of some or of all services on the Internet Banking and to terminate this Agreement, if the Client does not adhere to the agreement provisions.

### **Article 24**

The Client may change the way of using the services on the Internet Bank in accordance with the applicable acts and business policy of the Bank and the applicable regulations regulating the operation of the Internet Bank.

### **Article 25**

In case of recalling all the services on the Internet Bank, the User is obliged to submit a written request to the Bank and to settle all the financial obligations towards the Bank, arisen on the basis of using the services on the Internet Bank.

When recalling the services, the termination term of Article 33 of this Agreement shall be applied.

## **Collection of fees and commissions for the services**

### **Article 26**

For use of the services on the Internet Bank, the Client has agreed to pay fees and commissions in accordance with the Decision on the bank's Terms and Conditions Applicable to Customers, applicable on the date of providing the service.

By execution of this Agreement the Client authorizes the Bank, without its additional consent to produce order forms debiting its account for the amount of the fees and commissions.

### **Article 27**

The Client may check the debits on the account under the fees and commissions collected by the Bank through the movements recorded on the statement of the account.

Based on a written request by the Client, the Bank shall submit the Client a detailed list of all the services realized by the Client in the requested period and the fees and commissions charged.

## **Article 28**

The Bank shall keep the right to amend the volume and contents of certain types of services on the Internet Bank and the other conditions of the business cooperation regulated by the General Conditions, Agreement, acts of the business policy of the Bank and other documents regulating the operation of the Internet Bank, for which it notifies the Client by announcing information on the statement of its account or on the web site on the Internet Bank.

Providing 24-hour access to the electronic banking services by the Bank, it is considered that the Client is properly and timely informed on all the movements on its account and on the amendments in the operation of the Bank. The dynamics of following the announced information, insight in the balance of the account, movements and statement of the account, as well as insight in the time deposit balance, are under the full competence of the Client.

If the Client does not agree with any of the amendments in the Internet Bank, it may send a written objection or to submit a request for termination of the agreement within 15 days from the date of announcement of the information, otherwise it shall be considered as agreed with the proposed amendments and they become integral part of the Agreement.

## **Other provisions**

### **Article 29**

If there are amendments in the law regulations regulating the operation of the Internet Bank, the Bank shall apply the new law regulations and provisions that will come into effect at the time of validity of this Agreement. If these amendments do not correspond with the business interests of the Client, it shall have the right to terminate this Agreement within 15 days from the date of the amendment.

### **Article 30**

The Client is obliged to submit to the Bank in written form all the amendments referring to the operation with its accounts through the Internet Bank.

### **Article 31**

By signing the Agreement, the Clients confirms that it is familiar with and accepts the General Conditions of Komercijalna Banka for using the electronic banking services which are integral part of this Agreement and the other contents regulating the operation of the Internet Bank.

The Agreement shall come into effect as from the date it is signed by the authorized persons of both Parties and it is concluded for indefinite period of time.

### **Article 33**

Any of the Parties may terminate the Agreement, against written notification to the other agreement party, with a termination term of 30 days, upon previous fulfillment of all the obligations arising from this Agreement.

The Bank shall have the right to terminate the Agreement unilaterally and without a termination terms, if the Client does not adhere to the provisions of this Agreement and the General Conditions, as well as in the case of insolvency, blockade of the account of the Client, liquidation or other similar circumstances.

### **Article 34**

Anything not covered by the Agreement shall be subject to the provisions of the law regulations and the Bank's acts.

### **Article 35**

The headings in this Agreement are used only for the purpose of better outlining of the Agreement and shall not be implemented and applied in interpretation or use of the Agreement.

### **Article 36**

The Parties have agreed that they will make efforts to settle amicably any dispute arisen hereunder, and if it is not possible it shall be under the competence of the court for the Bank in Skopje.

### **Article 37**

This agreement has been made in two identical copies, out of which one for each agreement party.

**USER OF THE INTERNET BANK KOMERCIJALNA BANKA AD SKOPJE**